



# **Mitsubishi Electric Automotive India Private Limited**

## **Manesar and Sanand Plant**

### **1. PURPOSE**

- 1.1 The purpose of this policy is to show our commitment to ethical and lawful business practices in India in which the Company operates and does business. The Company has zero tolerance for Bribery (as defined below) in all of the Company's business activities.
- 1.2 These Anti-Bribery policy ("**Policy**") set out the requirements and provide guidance to the Company and any of directors, officers and employees of the Company ("**Personnel**") to (i) prevent, detect, and respond to Bribery; (ii) ensure compliance with Anti-Bribery Laws (as defined below); and (iii) facilitate the Company's proper business operations in every country in which the Company operates and does business.

### **2. COVERAGE**

- 2.1 This policy shall apply to all Personnel and to all of the Company's business activities wherever they may be conducted.
- 2.2 This policy shall be read in conjunction with the relevant Conflict of Interest Policy, Gifts and Entertainment Policy, Whistleblowing Policy and Social Risk Policy of the Company (as established and amended from time to time).

### **3. EFFECTIVE DATE**

- 3.1 The revision in this policy will be effective w.e.f. 30<sup>th</sup> May 2025.

### **4. GUIDELINES**

- 4.1 The details of this policy are stipulated in Anti-bribery guidelines in Annexure-1, which are forming part of this policy

### **5. APPLICABLE FORMS**

- 5.1 Appendix – A
- 5.2 Appendix - B
- 5.3 Appendix - C
- 5.4 Appendix - D
- 5.5 Appendix – E

### **6. GENERAL**

- 6.1 The management reserves the right to amend any clause under this policy or even withdraw this policy.
- 6.2 This policy will be reviewed bi-annually preferably in June & December or as & when required and record of the same to be maintained by HR Dept.

# MEAI ANTI-BRIBERY GUIDELINES



**mitsubishi electric automotive india pvt ltd.**

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## 1. PURPOSE

- 1.1 The purpose of this policy/guidelines is to show our commitment to ethical and lawful business practices in India in which the Company operates and does business. The Company has zero tolerance for Bribery (as defined below) in all of the Company's business activities.
- 1.2 These Anti-Bribery guidelines ("Guidelines") set out the requirements and provide guidance to the Company and any of directors, officers and employees of the Company ("**Personnel**") to (i) prevent, detect, and respond to Bribery; (ii) ensure compliance with Anti-Bribery Laws (as defined below); and (iii) facilitate the Company's proper business operations in every country in which the Company operates and does business.

## 2. SCOPE

- 2.1 These guidelines shall apply to all Personnel and to all of the Company's business activities wherever they may be conducted.
- 2.2 These guidelines shall be read in conjunction with the relevant Conflict of Interest Policy, Gifts and Entertainment Policy, Whistleblowing Policy and Social Risk Policy of the Company (as established and amended from time to time).

## 3. DEFINITIONS

### 3.1 ANTI-BRIBERY LAWS

"Anti-Bribery Laws" means all applicable domestic anti-bribery laws in India in which the Company operates and does business, the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act.

### 3.2 ANTI-BRIBERY SUPERVISOR

"Anti-Bribery Supervisor" means any Personnel appointed to be finally responsible for the establishment, implementation, operation, maintenance, monitoring, and management of these Rules.

### 3.3 BRIBE OR BRIBERY

"**Bribe**" or "**Bribery**" means:

- (a) promising, offering or providing of any Gratification (as defined below), directly or indirectly, as an inducement or reward for a person acting or refraining from acting in relation to his/her performance of duties to give any advantage for the Company and includes Facilitation Payment (as defined below); or
- (b) Soliciting or receiving of any Gratification, directly or indirectly, as an inducement or reward for Personnel acting or refraining from acting in relation to his/her performance of duties to give any advantage to the Gratification-giver.

### 3.4 "**CCO**" means Corporate Compliance Officer

### 3.5 "**COO**" means Chief Operating Officer

### 3.6 "**DCL**" means Division Compliance Leaders (DCL) and they are key persons to prevent, detect and respond to any legal & compliance risks in business and operation of the company. Respective Function Heads have been assigned as Division Compliance leaders & they will be responsible for statutory compliance of their department and ensuring 100% compliance.

- 3.7 **“Assistant DCL”** will act in supporting DCL’s in initial phase to prevent, detect and respond to Page 3 of 11 any legal & Compliance risks in Sanand Plant. Assistant DCL’s will be responsible for statutory compliances, their record and ensuring 100% compliance in their area.
- 3.8 **“VP”** means VP Operations of Sanand Plant.
- 3.9 **“Donation”** means a financial or product donation or gift in-kind made mainly for promoting corporate social responsibility of the Company.
- 3.10 **“Due Diligence”** means appropriate measures taken to avoid breach of Anti-Bribery Laws before providing Donation or Sponsorship (as defined below), or engaging or renewing an engagement of a Third Party (as defined below).
- 3.11 **“Entertainment”** means meals, drinks, and other hospitality, including attendance of social events and performances, during which the recipient is accompanied by Personnel paying the costs of such Entertainment.
- 3.12 **“Facilitation Payment”** means a payment to any Public Official (as defined below) to expedite or facilitate non-discretionary actions or services, such as issuing a license or business permit, processing application such as visas, customs clearance, providing telephone, power or water service, or loading or unloading of cargo.
- 3.13 **“Gift”** means anything tangible and of any value.
- 3.14 **“Gratification”** means a financial or non-financial advantage, favor or any other benefit, or anything of value, in cash or in kind, tangible or intangible, which includes, but is not limited to: Gift, Entertainment, Travel (as defined below), valuable security, interest in property, loans, employment offers or promises of future employment, personal favors, information, and assistance.
- 3.15 **“Private Sector Bribery”** means Bribery committed between private persons, i.e. persons who are not Public Officials.
- 3.16 **“Public Entity”** means any of the followings:
- (a) any national or local governmental or public entity of any state (**“Government”**). Government includes executive bodies (comprising ministers, civil servants, etc.), legislative bodies (comprising lawmakers, parliamentarians, etc.), and judicial bodies (comprising judges, court officers, etc.);
  - (b) any organization specially established under laws and regulations with the purpose of carrying out specific functions and affairs for public interest;
  - (c) any corporations owned, controlled, or operated by any Government as follows:
    - (i) where the majority of its voting stock or capital is directly or indirectly owned by a Government;
    - (ii) where the majority of its officers is appointed or nominated by a Government;
    - (iii) where a Government holds the right to approve or disapprove resolutions at its general meetings of shareholders or members; or
    - (iv) where it performs a function that a Government treats as its own, for example, by subsidizing its operations or by enabling it to function as a monopoly.
  - (d) any international organization with the purpose of carrying out specific functions and affairs for public interest;

- (e) any organization that engages in functions entrusted by a Government or international organization; or
  - (f) any political party.
- 3.17 **“Public Official”** means any director, officer or employee of a Public Entity or any candidates for public office.
- 3.18 **“RCO”** means Regional Chief Compliance Officer.
- 3.19 **“Red Flag”** means an indicator of potential risks regarding a Bribe or an act of Bribery.
- 3.20 **“Region”** means the countries where Mitsubishi Electric Corporation (**“MELCO”**) group companies are located, operate, or do business, including Australia, India, Indonesia, Malaysia, Myanmar, Philippines, Singapore, Thailand, and Vietnam.
- 3.21 **“Sponsorship”** means an act of supporting an event, activity, or organization financially or through the provision of products or services mainly for raising the Company’s public profile or promoting products or services, including scholarships and bursaries.
- 3.22 **“Third Party”** means an individual or organization, including directors, officers and employees of such entity, which is engaged to act for/on behalf of the Company to provide intermediary, agency, representative, brokerage, or other similar services (including information gathering) to the Company, relating to any interactions with Public Officials, and irrespective of its original role such as distributor, re-seller, proxy, consultant, agent, dealer, etc.
- 3.23 **“Travel”** means transportation, air fare, accommodation, and incidental travel expenses, at a place that is outside any person’s usual place of residence.
- 3.24 **“Applying Unit”** means MEAI Personnel and his/her respective Functional Head / Section In charge’s(ADCL).

## 4. ANTI-BRIBERY COMPLIANCE FUNCTIONS

- 4.1 Chief Operating Officer (COO) will act as Anti-Bribery Supervisor and will review and approve any documents upon recommendations of CCO & VP Operations ( In case of Sanand Plant).
- 4.2 The CCO shall support the Anti-Bribery Supervisor to ensure that these Rules are appropriately established, implemented, operated, maintained, and managed.
- 4.3 VP Operations (For Sanand Plant) shall review the recommendations of CCO and decide based upon the same to approve any documents.
- 4.4 Managing Director will be final authority to approve any documents based upon recommendations of Anti-bribery Supervisor.

## 5. PROHIBITION OF BRIBERY TO PUBLIC OFFICIAL

- 5.1 Personnel of the Company and its Third Parties are prohibited from taking part in any form of Bribery involving Public Officials, and shall abide by all applicable Anti-Bribery Laws,

the MELCO Group Anti-Bribery Policy and these Rules. Personnel must note the typical forms of Bribery shown in the following articles.

5.2 Gift and/or Entertainment will be perceived as a Bribe if it is provided:

- (a) as an inducement or reward for a Public Official to act or refrain from acting in relation to his/her performance of duties so as to give any advantage to the Company; or
- (b) in association with inappropriate activity such as gambling or of an adult nature.

5.3 Gift and/or Entertainment will also be perceived as a Bribe if it is provided in the following situations without any justification:

- (a) during a sensitive period where a Public Official may exert an improper influence over the decision-making on any matters with the Company;
- (b) to the same Public Official in such frequency so as to raise the appearance of disproportionality or impropriety;
- (c) in a lavish and extravagant manner; or
- (d) in cash or a cash equivalent.

5.4 Travel will be perceived as a Bribe if it is provided:

- (a) as an inducement or reward for a Public Official to act or refrain from acting in relation to his/her performance of duties so as to give any advantage to the Company;
- (b) without a reasonable business or contractual purpose;
- (c) in a lavish and extravagant manner;
- (d) including any sight-seeing or recreational activity for a Public Official;
- (e) with payment of Travel expenses made directly to a Public Official; or
- (f) including any expenses for any other guests of a Public Official.

5.5 Donation or Sponsorship will be perceived as a Bribe if it is provided:

- (a) in a manner that a Public Official may receive Gratification as a result of the Donation or Sponsorship; or
- (b) as an inducement or reward for a Public Official to act or refrain from acting in relation to his/her performance of duties so as to give any advantage to the Company.

5.6 Donation or Sponsorship will also be perceived as a Bribe if it is provided without resolving or justifying any of the Red Flags such as:

- (a) the recipient is an organization with suspicious reputation or legitimacy;
- (b) the requestor is a Public Official or the requestor or recipient has any direct or indirect relationship, including but not limited to family, relative or close friend, with a Public Official;
- (c) the purpose, ultimate beneficiary or usage is unclear or suspicious;
- (d) the total value appears to be unreasonably high taking into account the purpose;
- (e) indirect or unusual payment or billing procedure has been requested;
- (f) during a sensitive period where a Public Official may exert an improper influence over the decision-making on any matters with the Company; or
- (g) it has been repeatedly requested by the same requestor or provided to the same recipient in such frequency so as to raise the appearance of disproportionality or impropriety.

5.7 The Company and Personnel will be held liable for acts of Bribery committed by a Third Party if it is engaged without resolving or justifying any of the Red Flags such as:

- (a) the Third Party has ever demanded that the Company give a Bribe;
- (b) the Third Party is hesitant to execute a contract that contains Anti-Bribery Clause;
- (c) the Third Party, its director, officer or shareholder has ever been accused of violating Anti-Bribery Laws;
- (d) the Third Party, its director, officer or shareholder has any direct or indirect relationship, including but not limited to family, relative or close friend, with a Public Official;
- (a) the Company has been requested by a Public Official to engage the Third Party;
- (b) the Third Party appears to lack sufficient capability or staff qualifications;
- (c) the Third Party appears to be an illegitimate company or a company without substantial business activities;
- (d) the contract lacks details or includes contents which are different from the purpose of engagement;
- (e) the total value to be paid for the services appears to be unreasonably high compared to the market rate; or
- (f) the Third Party has requested an unusual advance payment, sum, or term different from the market practice; or indirect or unusual payment or billing procedure.

## 6. PROVIDING GIFT, ENTERTAINMENT, AND/OR TRAVEL

6.1. Personnel shall not promise, offer, or provide any Gift, Entertainment, and/or Travel to any Public Official, directly or indirectly, with the Company's or personal funds, if it may be perceived as a Bribe.

6.2. Personnel may promise, offer, or provide any Gift, Entertainment, and/or Travel to any Public Official only after:

- (a) Applying Unit has completed the Application Form for Approval to Provide Gifts, Entertainment, and/or Travel Expenses ("**Appendix A**") and submitted it to the respective ADCL/DCL, CCO, VP Operations (For Sanand Plant), the Anti-Bribery Supervisor & Managing Director for approval; and
- (b) The CCO, VP Operations (For Sanand Plant), the Anti-Bribery Supervisor and Managing Director have determined that such Gift, Entertainment, and/or Travel is appropriate taking into account the checklists stated in Appendix A, and approved the application accordingly.

6.3. Notwithstanding clause 6.2, the following items may be offered or provided to any Public Official without prior approval:

- (a) souvenirs of nominal value that feature the Mitsubishi Electric logo, such as pens, T-shirts, or other similar items; or
- (b) Refreshments, simple meals, or catering at business meetings, conferences, or events organized at the Company's premises.

6.4. The accounting and finance department shall not reimburse Personnel or make payment for the cost of the provision of Gift, Entertainment, and/or Travel if the Personnel have provided it in contravention of these Rules.

6.5. Please refer Entertainment policy for rules related to entertainment expenses.



## 7. PROVIDING DONATION OR SPONSORSHIP

- 7.1 Personnel shall not promise, offer, or provide any Donation or Sponsorship to any Public Official.
- 7.2 Personnel shall not promise, offer, or provide any Donation or Sponsorship to any organization, directly or indirectly, with the Company's or personal funds, if it may be perceived as a Bribe to Public Official.
- 7.3 The Company may provide any Donation or Sponsorship to any organization only after:
  - (a) Applying Unit has completed the **Due Diligence Form for Approval to Provide Donation or Sponsorship ("Appendix B")** and submitted it to the DCL,CCO, VP Operations (For Sanand Plant), the Anti-Bribery Supervisor & Managing Director for approval; and
  - (b) the CCO, the Anti-Bribery Supervisor & Managing Director have determined that appropriate Due Diligence has been conducted and adopted to resolve or justify any Red Flags detected in Appendix B, and approved the application accordingly.
- 7.4 The accounting and finance department shall not reimburse Personnel or make payment for the cost of the provision of Donation or Sponsorship if the Personnel have provided it in contravention of these Rules.

## 8. FACILITATION PAYMENT

- 8.1 For the avoidance of doubt, Facilitation Payments, regardless of the amount or purpose of any such payment, are prohibited under these Rules.

## 9. ENGAGEMENT OF THIRD PARTY

- 9.1 The Company is committed to engaging and maintaining business dealings only with Third Parties who conduct their business with integrity, and in compliance with applicable Anti-Bribery Laws and the MELCO Group Anti-Bribery Policy.
- 9.2 The Company may enter into or renew any business relationship with a Third Party only after:
  - (a) the Applying Unit has completed the following:-
    - (i) **Due Diligence Form for Approval to Engage Third Party ("Appendix C")**;
    - (ii) **Third Party External Questionnaire ("Appendix D")**; and
    - (iii) **Anti-Bribery Undertaking ("Appendix E")** or the inclusion of an anti-bribery clause that meets the requirement described in clause 10.2 into the proposed or current contract with a Third Party;
  - (b) and the CCO, VP Operations (For Sanand Plant), the Anti-Bribery Supervisor & Managing Director have determined that appropriate Due Diligence has been conducted and adopted to resolve or justify any Red Flags detected in Appendix C and approved the application accordingly.
- 9.3 The Applying Unit shall periodically conduct Due Diligence for the Third Party retained by the Company in accordance with the procedures set out above as appropriate considering the

relevant risks and circumstances in respect of the Third Party.

- 9.4 The CCO, VP Operations (For Sanand Plant) and the Anti-Bribery Supervisor may consult the RCO or the internal or external lawyer, in determining whether to approve any application to enter into or renew any business relationship with a Third Party.

## 10. CONTRACT WITH THIRD PARTY

- 10.1 Any contract concluded between the Company and any Third Party shall accurately reflect the substance of the agreement and expressly set out the purpose, scope, and specifications of the service to be provided, together with the applicable fee and payment procedures.
- 10.2 Any contract with any Third Party shall expressly set out an anti-bribery clause containing that the Third Party shall:
- a) comply with Anti-Bribery Laws and the MELCO Group Anti-Bribery Policy;
  - b) not promise, offer, or provide a Bribe to any Public Official;
  - c) warrant that none of its director, officer or shareholder has any direct or indirect relationship, including but not limited to family, relative or close friend, with any Public Official who may exert an improper influence over the decision-making on any matters with the Company;
  - d) prepare and maintain accurate books, records, and accounts, and cooperate fully in the event the Company conducts any audit or investigation;
  - e) agree that the Company is entitled to immediately terminate the contract without prior notice if the Company reasonably believes that the Third Party has breached or attempted breach of any representation, warranty, or covenant;
  - f) agree that no further payment and/or compensation shall be made to the Third Party once the contract is terminated; and
  - g) Indemnify and hold harmless the Company from and against any and all losses in relation to or arising out of any breach of this clause.

If the proposed or current contract with the Third Party does not include an anti-bribery clause that meets the requirement in clause 10.2, the Applying unit, shall have the Third Party to complete and sign Appendix E and submit it to the CCO, VP Operations (For Sanand Plant), the Anti-Bribery Supervisor and Managing director for approval together with the current contract or draft of the proposed contract as a supporting material for **Appendix C**.

- 10.3 If the draft contract has any major amendment that appears to raise any Red Flag after approval, the Company shall not sign the contract and/or allow the Third Party start any work until obtaining further approval in accordance with clause 9 and 10.

## 11. REPORTING OF BRIBERY

- 11.1 Personnel shall reject if demanded by any Public Official, directly or indirectly, to give a Bribe.
- 11.2 Personnel shall immediately report the fact by any communication mode (in-person/ E-Mail

or telephone) to the Managing Director together with the Anti-Bribery Supervisor , VP Operations (For Sanand Plant )and the CCO if any of the following occurs:

- a) Public Official has, directly or indirectly, demanded a Bribe from Personnel;
- b) Personnel become aware that he/she has given a Bribe to a Public Official;
- c) Personnel become aware or has reasonable grounds to suspect that a Third Party has given a Bribe to a Public Official for/on behalf of the Company; or
- d) Payment has been made to a Public Official by Personnel as a result of extortion stated in clause 12.

11.3 Any Bribery-related fact as mentioned in clause 11.2 shall be reported to the following :

| In case of any bribery related fact (Report to)  | Applicable Area          |
|--|--------------------------|
| Yoshinori Shigemi - Managing Director<br>E-Mail Id - yoshinori.shigemi@meai-india.com    | Manesar & Sanand Plant   |
| Mukesh Kumar Gupta – Chief Operating Officer (COO)<br>E-Mail Id - mkgupta@meai-india.com | Manesar & Sanand Plant   |
| Kosuke Hirai - Vice President<br>E-Mail Id - hirai.kosuke@meai-india.com                 | Sanand Plant             |
| Parmod Kumar Arora – Corporate Compliance Officer<br>E-Mail Id - parora@meai-india.com   | Manesar & Sanand Plant   |
| <b>Telephone Nos.</b>  |                          |
| Landline No. - +91-124-2290158(D)  | Manesar and Sanand Plant |
| Landline No. - +91-2717-661000 (D)   | Sanand Plant             |

11.4 Upon receipt of such a report, the Company shall consult the internal or external lawyer on the steps which the Company is required to take to comply with the Company's legal obligations as well as to determine the appropriate remedial actions.

11.5 In case an act of Bribery to a Public Official is actually found, the Managing Director shall report the fact in writing to the Compliance Department of MELMB and send a copy to the Chief Representative of the Region, the RCO and the CCO through the internal or external lawyer while preserving attorney-client privilege at all times and avoiding any inadvertent waiver of such privilege.

## 12. PERSONAL SAFETY PAYMENT IN RESPONSE TO EXTORTION

12.1 In case of extortion where Personnel face a threat to his/her health, safety, or liberty unless a payment is made to a Public Official, such payment may be made and shall be reported in accordance with clause 11.

12.2 Notwithstanding clause 12.1, if a threat is made not to Personnel's health, safety, or liberty but to harming, delaying, or interfering with the Company's business, any payment in response to such threat is not permitted and shall not be made.

## 13. PRESERVATION OF DOCUMENTS

- 13.1 Any and all of the forms and relevant documents, including legal advice rendered by the internal or external lawyer, submitted under these Rules shall be retained by the Company for not less than eight (8) years from the date of submission.

## 14. PROHIBITION OF PRIVATE SECTOR BRIBERY

- 14.1 Personnel are prohibited from taking part in any form of Private Sector Bribery. Even if Private Sector Bribery is not expressly prohibited by Anti-Bribery Laws or any other laws of a country, such conduct may still amount to the commission of some other offences such as fraud, misappropriation, or criminal breach of trust.
- 14.2 To avoid any Private Sector Bribery risks, Personnel shall have regard to the checklists and Red Flags stated in Appendixes A and B from both a giver's and receiver's perspective. When receiving any Gratification from any person or organization, Personnel shall exercise reasonable judgment as to whether it may be perceived as an inducement or reward for the Personnel to act or refrain from acting in relation to his/her performance of duties so as to give any advantage to the Gratification-giver over any decision-making in relation to any transaction, such as:
- (a) purchasing products from suppliers or services from service providers;
  - (b) engaging consultants for obtaining any kind of professional advice; or
  - (c) Qualifying or incentivizing dealers or distributors by providing them with rebates, sales promotion fees, or incentive trips.
- 14.3 The Anti-Bribery Supervisor, with the assistance of the CCO, may establish appropriate internal policies and procedures to control Private Sector Bribery risks taking into account the size and nature of the business of the Company.

## 15. ACCOUNTING AND INTERNAL FINANCIAL CONTROLS

- 15.1 Any and all Gifts, Entertainment, and/or Travel provided to any Public Official as well as Donation and Sponsorship shall be accurately reported and documented in the Company's books and records. The Company shall record all financial transactions according to the Company's financial and internal control policies and procedures. Such records shall be retained in accordance with applicable accounting standards.
- 15.2 Personnel shall not make any false, misleading, incomplete, inaccurate, or artificial entries in the books, records, or accounts of the Company.

## 16. AUDIT

- 16.1 The Anti-Bribery Supervisor, with the assistance of the CCO, shall instruct the responsible person (Section In-Charge /Functional head) to periodically conduct audits or reviews of these Rules to determine whether they are effectively reducing the risks of violations of and

detecting potential violations of Anti-Bribery Laws, the MELCO Group Anti-Bribery Policy, or these Rules. As part of these reviews, the Anti-Bribery Supervisor shall have all Personnel and Third Parties to cooperate with the Company and its internal or external lawyer, auditors, or other similar parties.

## 17. EDUCATION AND TRAINING

- 17.1 The Anti-Bribery Supervisor, with the assistance of the CCO, shall conduct and/or arrange for appropriate awareness training in respect of these Rules for Personnel on a regular basis.

## 18. WHISTLEBLOWING

- 18.1 Personnel who become aware of or have a reasonable suspicion of a violation of these Rules should report such suspicion, and may utilize the procedure set out in the Company's Whistleblower Policy.
- 18.2 Any retaliation or intimidation against any Personnel who have made a report of any potential violation of these Rules or possible impropriety in good faith is strictly prohibited. Any violation of this prohibition against retaliation or intimidation by any Personnel shall result in severe disciplinary action, including but not limited to termination of employment, and may lead to reports being made to the relevant authorities.

## 19. DISCIPLINARY ACTION

- 19.1 A violation of Anti-Bribery Laws would result in severe civil liability or criminal penalties, including heavy fines and imprisonment.
- 19.2 In addition, any failure by any Personnel to act in accordance with these Rules or the MELCO Group Anti-Bribery Policy may result in disciplinary action being taken against such Personnel, including but not limited to termination of employment. The Personnel may also be reported to the appropriate authorities.