

Anti-Bribery & Anti-Corruption Policy

Policy Ref	Version
AL-POL-ABC-001	v1.0

1. Purpose and Policy Statement

- 1.1. AsiaLink is committed to conducting all of its business activities with the highest standards of integrity, transparency, and ethical conduct. Bribery and corruption in any form are strictly prohibited. This commitment is absolute and admits of no exceptions regardless of commercial pressure, local custom, or competitive advantage.
- 1.2. This Policy is issued pursuant to, and shall be interpreted consistently with, the Prevention of Bribery Ordinance (Cap. 201, Laws of Hong Kong) (“POBO”), the Independent Commission Against Corruption Ordinance (Cap. 204), and all other applicable anti-bribery and anti-corruption laws in jurisdictions in which AsiaLink operates, including but not limited to Greece, Mainland China, Taiwan, and the member states of the European Union.
- 1.3. A breach of this Policy is a serious disciplinary matter and may constitute a criminal offence. AsiaLink will not provide legal defence funding or indemnify any individual in respect of criminal liability arising from a breach of this Policy.

2. Scope and Application

- 2.1. This Policy applies to all directors, officers, employees, secondees, interns, and contractors of Ambrosia Holdings Limited and its venture AsiaLink (collectively “Personnel”), wherever located and regardless of seniority.
- 2.2. This Policy applies globally to all activities conducted on behalf of AsiaLink, including those conducted through third parties such as agents, partners, and contractors who act on AsiaLink’s behalf.
- 2.3. Where local law imposes more stringent requirements than this Policy, the more stringent requirement shall apply. Where local law permits conduct that this Policy prohibits, this Policy shall prevail.

3. Definitions

- 3.1. “Bribe” means any financial or non-financial advantage — including cash, gifts, hospitality, entertainment, loans, political contributions, charitable donations, or employment offers — offered, promised, given, requested, or received with the intention of improperly influencing a person to act in breach of their duty or to obtain or retain a business advantage.
- 3.2. “Public Official” means any person holding a legislative, executive, administrative, or judicial position in any country; any person performing a public function for a public body; and any official or agent of a public international organisation. Under the POBO, “public servant” has the meaning given in section 2 of that Ordinance.
- 3.3. “Facilitation Payment” means an unofficial payment made to a public official to expedite or secure the performance of a routine government action or service to which the payer is already entitled.
- 3.4. “Third Party” means any individual or entity, including suppliers, clients, agents, partners, joint venture partners, consultants, lobbyists, and government relations advisers, that AsiaLink interacts with in the course of its business.

4. Absolute Prohibitions

The following are strictly prohibited under all circumstances. There are no exceptions, regardless of instruction from management, commercial necessity, or local practice.

- 4.1. No Personnel shall offer, promise, give, request, agree to receive, or accept a bribe, directly or indirectly, to or from any person, whether a public official or a private individual.
- 4.2. No Personnel shall make or authorise facilitation payments of any kind, to any person, in any jurisdiction. Facilitation payments are bribes and are prohibited.
- 4.3. No Personnel shall use a Third Party to offer or make any payment that would be prohibited if made directly by AsiaLink.
- 4.4. No Personnel shall make or authorise any contribution to a political party, political candidate, or elected official’s fund on AsiaLink’s behalf without the prior written approval of the Board.
- 4.5. No Personnel shall offer, promise, or provide any advantage to any person in exchange for

confidential information, favourable contract terms, regulatory approval, or any other improper benefit for AsiaLink.

5. Gifts, Hospitality, and Entertainment

- 5.1. Gifts, hospitality, and entertainment may be offered and accepted where they are: (a) reasonable and proportionate; (b) not given or received in circumstances that could give rise to an actual or perceived conflict of interest; (c) not offered to or received from a public official without prior written approval of the CEO; and (d) consistent with the limits set out in Clause 5.3.
- 5.2. The following are in all cases prohibited: (a) cash or cash-equivalent gifts (gift cards, vouchers, cryptocurrency); (b) gifts, hospitality, or entertainment offered during an active procurement, tender, or negotiation; (c) anything that could reasonably be perceived as inducing a decision-maker to act improperly; and (d) gifts to family members of a counterparty or official.
- 5.3. Permitted thresholds — the following monetary limits apply:
 - 5.3.1. Gifts received from a single source: not to exceed HKD 800 in value per occasion and HKD 2,000 per calendar year from the same source.
 - 5.3.2. Gifts given to a single recipient: not to exceed HKD 800 per occasion. Any gift exceeding HKD 500 requires prior line manager approval.
 - 5.3.3. Business meals and entertainment (hosted by AsiaLink): up to HKD 2,500 per person per occasion, with CEO approval required above HKD 1,500 per person.
 - 5.3.4. Sponsored attendance at conferences, events, or training: permitted where the primary purpose is educational or professional and prior CEO approval is obtained.
- 5.4. All gifts received or given above HKD 200 in value must be recorded in AsiaLink's Gifts and Hospitality Register, maintained by the CEO's office.
- 5.5. Where any gift received cannot be declined without causing genuine offence and exceeds the permitted threshold, it shall be declared immediately to the CEO and may be donated to charity at AsiaLink's discretion.

6. Third Party Due Diligence

- 6.1. AsiaLink is responsible for the conduct of third parties acting on its behalf. Before engaging any agent, introducer, partner, or consultant who will interact with public officials or government bodies on AsiaLink's behalf, appropriate due diligence must be conducted and documented.
- 6.2. Due diligence shall include: (a) verification of identity and legal standing; (b) screening against relevant sanctions and law enforcement databases; (c) assessment of reputation and previous conduct; and (d) review of any contractual arrangements for anti-bribery warranties.
- 6.3. All agreements with third parties acting on AsiaLink's behalf shall include anti-bribery and anti-corruption warranties and the right for AsiaLink to terminate immediately in the event of a breach.
- 6.4. Enhanced due diligence is required for engagements involving: (a) jurisdictions with elevated corruption risk; (b) interactions with government officials; (c) procurement processes; and (d) sectors with known corruption exposure.

7. Books, Records, and Controls

- 7.1. AsiaLink shall maintain accurate and complete financial records that truly and fairly reflect all transactions. No false, misleading, or incomplete entries shall be made in any financial record for any reason.
- 7.2. No undisclosed or unrecorded funds, accounts, or assets shall be established or maintained. All payments must be properly authorised, documented, and made through AsiaLink's official bank accounts.
- 7.3. Any payment described as a "consultancy fee", "commission", "advisory fee", "goodwill payment", or similar must be supported by a legitimate and documented service and a proper written agreement.

8. Training

- 8.1. All Personnel shall complete AsiaLink's anti-bribery and anti-corruption training upon commencement of engagement and at least annually thereafter.
- 8.2. Personnel in higher-risk roles — including those engaged in procurement, business development, client entertainment, and interactions with government bodies — shall receive enhanced training appropriate to their role.

9. Reporting Obligations and Whistleblowing

- 9.1. All personnel are required to report promptly any actual or suspected breach of this Policy to the CEO or, where the CEO is implicated, to the Board of Directors of Ambrosia Holdings Limited.
- 9.2. Reports may be made by email to asialink@am-ho.com marked “Private and Confidential — Policy Compliance”, or directly in person to the CEO or a director.
- 9.3. AsiaLink will treat all reports in strict confidence to the extent permitted by law and will not tolerate any form of retaliation against any person who makes a genuine report in good faith.
- 9.4. Failure to report a known or suspected breach is itself a breach of this Policy.

10. Consequences of Breach

- 10.1. Any breach of this Policy by an employee, director, officer, or contractor may result in disciplinary action up to and including summary dismissal, termination of contract, and referral to law enforcement authorities.
- 10.2. AsiaLink reserves the right to recover from any individual any loss, damage, fine, or penalty suffered by AsiaLink as a result of a breach of this Policy.
- 10.3. Breach of this Policy may also constitute a criminal offence under applicable law, including the Prevention of Bribery Ordinance (Cap. 201, Laws of Hong Kong), and may result in personal criminal liability for the individual concerned.

11. Policy Governance and Review

- 11.1. This Policy is owned by the CEO of AsiaLink and is approved by the Board of Directors of Ambrosia Holdings Limited.
- 11.2. This Policy shall be reviewed annually or sooner if required by changes in applicable law, regulatory guidance, or AsiaLink’s business activities.
- 11.3. All personnel are required to acknowledge receipt and understanding of this Policy upon commencement of engagement and upon each subsequent revision.
- 11.4. Questions regarding the interpretation or application of this Policy should be directed to the CEO.

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I confirm that I have read, understood, and agree to comply with the Anti-Bribery & Anti-Corruption Policy.

Full Name: _____ Position: _____

Signature: _____ Date: _____