



Anti-Corruption Guideline

- Dealing with Business Partners / Public Officials -

Type of Regulation	Management Directive
Version	1.0
Valid from	15.07.2019
Last update	Nil
Next update	Nil
Process Owner	Legal Department
Contact Person	Company Secretary & Head of Legal
Change history	Nil

Contents

1 Object	3
2 Scope.....	3
3 Definitions	3
4 Prohibition of Corruption.....	3
5 Gifts & Hospitality.....	3
5.1 Giving and promising gifts or hospitality	4
5.2 Non-Solicitation and acceptance of gifts and hospitality.....	4
5.2.1 Non-Solicitation of gifts or hospitality	4
5.2.2 Acceptance of gifts.....	4
5.2.3 Return of gifts.....	5
5.2.4 Acceptance of hospitality	5
5.2.5 Product Samples.....	5
6 Conflicts of Interest.....	5
7 Transparency Requirements	6
8 Anti-Corruption Clause in Business Partner Agreements	6
9 Effective Date.....	6
Appendixes.....	6
Appendix 1 List of Authorized Representatives.....	6
Appendix 2 Standard Anti-Corruption Clause.....	6

1 Object

This guideline governs the minimum requirements for the establishment and maintenance of business relationships of Air Link Communication (“Company”) with Business Partners in order to prevent corruption.

2 Scope

This guideline applies to all Air Link Communication employees who, on behalf of any the Company, establish, will establish or maintain business relationships with Business Partners.

3 Definitions

“**Benefit**” shall be interpreted broadly and shall not only include cash or cash equivalents but anything of value including discounts, use of material, facilities or equipment, entertainment, drinks, meals, transportation, lodging, inside information, services, reputation, contributions or promises irrespective of (i) minimum amounts or thresholds, and (ii) whether the Benefit is granted or received directly, indirectly or to or by a third party (e.g. by using advisors, relatives or Intermediaries).

“**Corruption**” shall mean any activity that involves any abuse of position or power for an improper Benefit, be it as any kind of active corruption (granting Benefits) or passive corruption (receiving Benefits).

“**Business Partner**” shall mean any private entity or individual person, the Company is doing or intending to do business with.

4 Prohibition of Corruption

Any kind of Corruption in the Company when doing business or when intending to do business with any Business Partner is prohibited.

No Air Link Communication employee shall

- (i) give or promise any Benefit to any Business Partner, or
- (ii) solicit or accept any Benefit for himself or another person from any Business Partner, as consideration for according an unfair preference in business.

5 Gifts & Hospitality

5.1 Giving and promising gifts or hospitality

Gifts and hospitality may be given or promised to any Business Partner by any employee of Air Link Communication only if

- reasonable,
- cashless and low in value, and
- in accordance with local law and customs.

If there is doubt whether a gift or hospitality can be given or promised to a Business Partner according to the criteria above, each Air Link Communication employee intending to give or promise such gift or hospitality shall obtain prior written advice either from his superior or the Head of Legal of the Company.

5.2 Non-Solicitation and acceptance of gifts and hospitality

5.2.1 Non-Solicitation of gifts or hospitality

No employee of the Company shall solicit any gift or hospitality from any Business Partner.

5.2.2 Acceptance of gifts

The acceptance of gifts given to any Air Link Communication employee by any Business Partner may be permissible only if

- reasonable,
- cashless and low in value, and
- in accordance with local law and customs.

If there is doubt whether a gift given to any Air Link Communication employee may be held permissible according to the criteria above, each Air Link Communication employee intending to accept such gift shall obtain prior written advice either from his superior or the Head of Legal of the Company.

5.2.3 Return of gifts

If notwithstanding Art. 5.2.2 any employee of the Company receives a gift from a Business Partner, such employee shall return the gift to the Business Partner together with proper explanation referring to the Air Link Communication business principles.

If a return of the gift might be considered disrespectful by the Business Partner after sound judgment of the Air Link Communication employee, such employee shall forward the gift to the Head of Legal for random distribution among all employees or charitable use and should ensure that the Business Partner is adequately informed and requested to refrain from such practice in future.

5.2.4 Acceptance of hospitality

If an employee is offered hospitality by a Business Partner, such employee may accept such hospitality only if reasonable, cashless, low in value and in accordance with local law and customs.

5.2.5 Product Samples

Any product samples submitted to Air Link Communication employee by a Business Partner shall be accepted by the employee only if necessary, for the professional check of products to be delivered by the Business Partner and shall in no case be transferred into private use of such employee. The Board of Directors of the Company shall decide on procedures how to deal with samples after the check (e.g. random distribution among all employees, charitable use or explicit exemptions for perishable food articles).

6 Conflicts of Interest

Any Air Link Communication employee who is doing or intends to do business with a Business Partner on behalf of Air Link Communication shall disclose in writing any conflict of interest in his/her person or any person closely related to him/her, potentially arising from such business immediately upon becoming aware of such conflict to his superior or the Head of Legal of the Company.

For the purpose of this provision a 'conflict of interest' shall mean a situation in which an employee's personal interest objectively might influence taking his decision solely in the company's interest.

7 Transparency Requirements

List of Air Link Communication representatives

The Board of Directors of the company shall limit and explicitly approve business contact permissions between Air Link Communication employees and Business Partners to specific functions and named employees. For this purpose, the Board of Directors shall maintain a list of all executives and employees of the Company who represent or otherwise have decision authority on behalf of the Company towards Business Partners or public authorities in a specific area of responsibility according to the template list attached as Appendix 1.

8 Anti-Corruption Clause in Business Partner Agreements

The Board of Directors of the Company shall ensure that each agreement with any Business Partner of the Company includes an anti-corruption clause, a standard of which is attached hereto as Appendix 2.

Should the implementation of an anti-corruption clause into any Business Partner agreement not be accepted by the respective Business Partner, the Board of Directors shall ensure that the reasons for such non-acceptance are properly documented.