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1. INTRODUCTION

The Anti-Bribery and Corruption Policy (the “Policy”) has been developed to align with the requirements set out in Anti-Corruption Law No.36/2018/QH14. BUV will uphold and comply with all anti-bribery and anti-corruption regulations in Vietnam and in all jurisdictions in which it may operate.

This Policy provides a clear and unambiguous policy statement on the Company’s position regarding bribery and corruption which forms the foundation for an effective integrity management system.

2. ANTI-BRIBERY AND CORRUPTION COMMITMENT

BUV is committed to conduct business dealings with transparency and integrity. This means avoiding practices of bribery and corruption of all forms in the Company’s daily operations and other non-operational matters which include projects and investments.

BUV will not tolerate any forms of bribery and/or corruption. Employees who refuse to pay bribes or participate in acts of corruption will not be penalized by the Company or Employer even if such refusal may result in losing business.

The Policy aligns with BUV core values. Full compliance to both the spirit and context of this Policy is mandatory and should be maintained using a principle-based approach.

3. OBJECTIVE

This Policy sets out BUV’s overall position on bribery and corruption in all its forms.

4. SCOPE

This Policy is applicable to BUV.

External providers or vendors are also expected to comply with this Policy in relation to all work conducted with BUV and its group of companies, or on BUV’s behalf.

5. REFERENCES

This Policy should be read in conjunction with the following related references:

- BUV contract policy
- BUV procurement policy and procedures

6. DEFINITIONS

“Bribery & Corruption” means offering, giving, receiving or soliciting something of value in an attempt to illicitly influence the decisions or actions of a person who is in a position of trust within an organization.

Bribery may be ‘outbound’, where someone acting on behalf of BUV attempts to influence the actions of someone external, such as a Government official or client decision-maker. It may also be ‘inbound’, where an external party is attempting to influence someone within the Company such as a senior decision-maker or someone with access to confidential information.

Corruption is the act of giving or receiving of any gratification or reward in the form of cash or in-kind of high value for performing a task in relation to his/her job description. The context of Bribery & Corruption is used interchangeably in this Policy.

“Business Associate” means an external party with whom BUV has, or plans to establish, some form of business relationship. This may include clients, customers, joint ventures, joint ventures partners, consortium partners, outsourcing providers, contractors, consultants, subcontractors, suppliers, vendors, advisers, agents, distributors, representatives, intermediaries and investors.

“Conflict of Interest” means when a person’s own interests either influence, have the potential to influence, or are perceived to influence their decision making at BUV or its group of companies.

“Controlled organization” means an entity where BUV has the decision-making power over the organization such that it has the right to appoint and remove the management. This would normally be where BUV has the controlling interest (>50% of the voting share ownership), but it could be where there is an agreement in place that BUV has the right to appoint the management, for example a joint venture where BUV has the largest (but still <50%) allocation of the voting shares.

“Corporate Gift” means something given from one organization to another, with the appointed representatives of each organization 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 part of building the Company’s brand. The gifts are given transparently and openly whenever possible, with the implicit and explicit approval of all parties involved. Corporate gifts normally bear the Company name and logo. Examples of corporate gifts include items such as diaries, table calendars, pens, notepads and plaques.

“Donation & Sponsorship” means charitable contributions and sponsorship payments made to support the community. Examples include sponsorship of educational events, supporting NGOs and other social causes. It also includes acceptance of sponsorships whether in the form of monetary or non-monetary contributions from external parties to support the Company’s corporate events such as Corporate Annual Dinner, Open Day etc.

“BUV” or **“Company”** means BUV in which this Policy shall apply. References made to BUV also carry the meaning that BUV is a monitoring body in ensuring compliance of this Policy;

“Exposed Position” means a staff position identified as vulnerable to bribery through a risk assessment. Such positions may include 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;

“Gratification” shall have the following meanings and shall be applicable whenever this Policy made references to, specifically for Clause 10 to Clause 12:-

- (a) 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;
- (b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- (e) any forbearance to demand any money or money’s worth or valuable thing;
- (f) any other service or favor 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
- (g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).

“Hospitality” means the considerate care of guests, visitors or board members which may include refreshments, accommodation and entertainment at a restaurant, hotel, club, resort, convention, concert, sporting event or other venue such as Company offices, with or without the personal presence of the host. Provision of travel may also be included, as may other services such as provision of guides, attendants and escorts; use of facilities which are included in the accommodation package;

“COO” means Chief Operating Officer of BUV.

“HOD” means all Heads of Departments of BUV.

“VACL” means the Vietnam Anti-Corruption Law 2018.

“Personnel or Staff” means directors and all individuals directly contracted to the Company on an employment basis working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), joint venture and/or business partners, consultants, contractors, trainees, seconded staff, homeworkers, casual staff and agency staff, volunteers, interns, agents, sponsors, or any other person associated with BUV, or any of its subsidiaries or their employees, wherever located.

“Policy” means BUV Anti-Bribery and Corruption Policy.

“**RMC**” means Risk Management Committee of BUV.

7. POLICY OWNER

BUV is the owner of this Policy. The monitoring of compliance and adherence towards this Policy is further delegated to the Risk Management Committee.

8. ANTI-BRIBERY AND CORRUPTION POLICY

8.1. Bribery and corruption in all its forms as it relates to BUV’s activities are prohibited.

8.2. Bribery and corruption may take the form of anything of value, such as money, goods, services, property, privilege, employment position or preferential treatment.

BUV Personnel and its business associates 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 organization, either for the intended benefit of BUV or the persons involved in the transaction.

8.3 The anti-bribery and corruption statement applies equally to its business dealings with commercial (“private sector”) and Government (“public sector”) entities, and includes their directors, personnel, agents and other appointed representatives. Even the possible appearance of bribery or corruption is to be avoided.

8.4 The anti-bribery and corruption statement applies to all countries worldwide, without exception and without regard to regional customs, local practices or competitive conditions.

8.5 No employee or external party will suffer demotion, penalty or other adverse consequences in retaliation for refusing to pay or receive bribes or participate in other illicit behavior.

8.6 BUV is also committed to conduct an internal audit or other forms of due diligence checks on prospective personnel or department or division, particularly as it relates to appointments to positions or activities where a more than minor bribery or corruption risk has been identified.

9. RECOGNITION OF LOCAL AND INTERNATIONAL LEGISLATION

9.1. BUV is committed to conduct its business ethically and in compliance with all applicable laws and regulations in the countries where it does business.

9.2. These laws include but are not limited to the VACL 2018 and its amendments, the Law on Enterprises 2020 and any anti-corruption or anti-bribery laws and regulations in Vietnam including, without limitation, all the prevailing enforced laws and regulations in various jurisdictions where BUV operate or may operate.

- 9.3 In cases where there is a conflict between mandatory laws and the principles contained in this and other policies, the laws shall prevail.

10. GIFTS, DONATIONS AND SPONSORSHIPS

- 10.1. BUV Personnel are prohibited from receiving or asking for (soliciting) gifts from external parties. Save for the exceptions set out in Clause 10.5, under no circumstances may BUV Personnel accept gifts in the form of cash or cash equivalent, including gift certificates, loans, commissions, coupons, discounts or any other related forms.
- 10.2. Whilst BUV understands the cultural practices and business etiquette in gift-giving and gift-receiving situations in Vietnam, each COO and/or HOD should assess the situation and is expected to exercise proper care and judgment in each case, taking into account pertinent circumstances including the character of the gift, its purpose, the position/seniority of the person(s) providing or receiving the gift, the business context, reciprocity as well as applicable laws and cultural norms.
- 10.3. Generally, BUV employees are not allowed to provide and/or to receive gifts to/from third parties with the exception of those approving authorities or office bearers as indicated in the Financial Approval Matrix and all the following conditions must be fulfilled: -
- (a) They are indifferent/unbiased, customary (e.g. TET and other Vietnamese traditional occasions) and lawful under the circumstances;
 - (b) They do not have or are perceived to have (by either the giver or the receiver), any effect on actions or decisions;
 - (c) There must be no expectation of any specific favor or unlawful advantages from the intended recipients;
 - (d) The independent business judgment of the intended recipients must not be affected; and
 - (e) The giving out gifts and providing hospitality must be communicated clearly to the receiver and wherever appropriate, to be carried out in an open and transparent manner.
- 10.4. If there is a conflict of interest situation (e.g. bidding is in progress and the company that gave the gift is one of the bidders) then the COO and/or the HOD should disapprove the acceptance of said gift. The COO and/or the HOD must advise their direct reports to immediately return the said gift with an explanation note to the giver.
- 10.5. There are certain **exceptions** to the general rule whereby the receiving and provision of gifts are permitted in the following situations: -

- (a) Exchange of gifts at the company-to-company level (e.g. gifts exchanged between companies as part of an official company visit/courtesy call and thereafter said gift is treated as company property);
- (b) Gifts from company to external institutions or individuals in relation to the company's official functions, events and celebrations (e.g. commemorative gifts or door gifts offered to all guests attending the event);
- (c) Gifts from BUV, the Directors or individual Director, Members' Council or Board Committee Member to employees and directors and/or their family members in relation to an internal or externally recognized Company function, event and celebration (e.g. in recognition of an employee's/director's service to the Company);
- (d) Token gifts of nominal value normally bearing BUV's or its group of companies' logo (e.g. t-shirts, pens, diaries, calendars and other small promotional items) that are given out equally to members of the public, delegates, customers, partners and key stakeholders attending events such as conferences, exhibitions, training, trade shows etc. and deemed as part of the company's brand building or promotional activities; and
- (e) Gifts to external parties who have no business dealings with BUV (e.g. monetary gifts or gifts in-kind to charitable organisations as part of BUV's Corporate Social Responsibility initiatives).

10.6. Donations and sponsorships are permitted in accordance with the Guidelines for Accepting Donations and Sponsorships set forth in Appendix 5 of this Policy. c. All employees must ensure that all sponsorships and donations are not used as a subterfuge for bribery or used to circumvent or against the principles of BUV core values.

11. FACILITATION PAYMENTS

- 11.1. BUV adopts a strict policy of disallowing the use of facilitation payments in its business. Facilitation payment is a payment or other provision made personally to an individual in control of a process or decision. It is given to secure or expedite the performance of a routine or administrative duty or function.
- 11.2. BUV employees shall decline to make the payment and report to their respective COO and/or the HOD immediately when they encounter any requests for a facilitation payment. In addition, if a payment has been made and employees are unsure of the nature, the COO and/or the HOD must also be notified immediately, and the payment be recorded in a logbook to be maintained by individual department. Template of the logbook is in Appendix 4.
- 11.3. Only in the event that an employee's safety and security is at stake, he/she is permitted to make the payment. The employee must immediately report the incident to their COO and/or the HOD to record the details and keep a record of what was spent for audit purposes. Refer to the foregoing paragraph for keeping and maintaining a departmental logbook. It is at the discretion of the COO and/or the HOD to bring the matters up to the RMC for further assessment of risks

considering the nature and value of the payment or transaction. If in doubts, COO and/or the HOD may seek advice from the Head of Legal and Government Relations, Human Resources Director and Compliance Manager.

12. BUSINESS ASSOCIATES

- 12.1. All business associates (including external providers such as consultants, advisors and agents) acting on behalf of BUV are required to agree and adhere to this Policy, the BUV's Code of Business Ethics or similar codes or manuals of equivalent and all other policies as it relates to them.
- 12.2. In circumstances where BUV retains controlling interest in an entity, such as in certain joint venture agreements, business associates are required to adhere to this Policy. Where BUV does not have controlling interest, associates are encouraged to comply the same.
- 12.3. BUV shall put in place appropriate controls and contingency measures which are reasonably practical and commercially viable, taking into account various factors including, nature and size of transactions, costs involved and the onerous burden it may be subject to. Prior to entering into any formalised relationships with its Business Associates, BUV may conduct a basic preliminary due diligence exercise which shall include obtaining the Business Associate's declaration, establishing legal recourse on the binding contracts or agreements with the Business Associate and verification of documents and/or conducting interviews, where appropriate or where corruption risk has been established.
- 12.4. BUV will obtain and shall rely on the Business Associate's declaration which is annexed herewith as Appendix 2 in respect of the Business Associate's compliance undertakings of anti-bribery and corruption matters. BUV will not be required to conduct a comprehensive due diligence exercise on such Business Associates nor will BUV investigate into the operational or organisational structure or business arrangement or dealings of the Business Associates. In the event of any breach by or non-compliance of any anti-corruption matters, BUV may invoke the relevant terms and seek legal remedy as provided in the agreement and/or in the Business Associate's declaration.
- 12.5. BUV shall include standard clauses in all contracts with business associates more particularly annexed in Appendix 1, enabling the Company to terminate the contract in the event that bribery or an act of corruption has been proved to occur. Additional clauses may also be included for business associates acting on BUV's behalf where a more than minor bribery risk has been identified.

13. RESPONSIBILITIES OF BUV PERSONNEL

- 13.1. All BUV personnel (including its directors, and directors and personnel of its controlled organizations) are required to carry out those responsibilities and obligations relating to the Company's anti-bribery and corruption stance, alongside those already in existence, which includes the following:

- (a) Be familiar with applicable requirements and directives of the Policy and communicate them to subordinates;
- (b) Promptly record all transactions and payments in BUV's books and records accurately and with reasonable detail;
- (c) Ask the Head of Legal and Government Relations, Human Resources Director and Compliance Manager or the Risk Management Committee if any questions about the Policy arise or if there is a lack of clarity about the required action in a particular situation;
- (d) Always raise suspicious transactions and other "red flags" (indicators of bribery or corruption) to immediate superiors for guidance on the next course of action;
- (e) Be alert to indications or evidence of possible violations of the Policy;
- (f) Promptly report violations or suspected violations through appropriate channels;
- (g) Attend required anti-bribery and corruption training as required according to position; and
- (h) Not misuse their position or BUV's name for personal advantage.

13.2. When dealing with business associates, parents and other third parties, all BUV personnel shall not:

- (a) express unexplained or unjustifiable preference for certain parties;
- (b) make any attempt at dishonestly influencing their decisions by offering, promising or conferring advantage;
- (c) exert improper influence to obtain benefits from them;
- (d) directly or indirectly offer or make promise or corrupt payments, in cash or in kind for a specific favour or improper advantage from them.

13.3. During an active or anticipated procurement or tender exercise, personnel participating in the exercise in any way whatsoever, shall not:

- (a) receive gifts or hospitality or any kind from any external party participating, planning to participate, or expected to participate, in the procurement or tender exercise;
- (b) provide anything other than a corporate gift and token hospitality to any external/third party related to the exercise;
- (c) be involved in any discussions regarding business or employment opportunities, for personal benefit or for the benefit of a business associate;
- (d) abuse the decision-making and other delegated powers given by the top management; and

(e) bypass normal procurement or tender process and procedure.

13.4 When dealing with external parties in a position to make a decision to BUV's benefit (such as a Government official or customers), BUV personnel shall not:

(a) offer, promise or make any attempt at dishonestly influencing the person's decision by directly or indirectly offer or make promise of corrupt payments, in cash or in kind;

(b) be involved in any discussions regarding business or employment opportunities, for their own personal benefit or for the benefit of the external party;

(c) otherwise abuse the decision-making and other delegated powers given by the top management, in order to illicitly secure an outcome which would be to the commercial advantage to themselves and/or the Company; and

(d) exert improper influence to obtain personal benefits from them.

13.5 BUV's managers have a particular responsibility to ensure that the Policy requirements are applied and complied with within their department or function and to monitor compliance with the Policy. They also must ensure that subordinates in "Exposed Positions" attend relevant training.

14. CONFLICTS OF INTEREST

14.1. Conflicts of interest arise in situations where there is personal interest that could be considered to have potential interference with objectivity in performing duties or exercising judgment on behalf of the Company. All personnel should avoid situations in which personal interest could conflict with their professional obligations or duties. Personnel must not use their position, official working hours, Company's resources and assets, or information available to them for personal gain or to the Company's disadvantage.

14.2. In situations where a conflict does occur, personnel are required to declare the matter to his/her immediate superior.

15. STAFF DECLARATIONS

15.1. All BUV personnel shall certify in writing that they have read, understood and will abide by this Policy. A copy of this declaration shall be documented and retained by the Human Resources Department for the duration of the personnel's employment. A sample declaration can be found in the Appendix 3 of this Policy.

15.2. All BUV managers shall provide advice and guidance to their subordinates on the issues relating to bribery and corruption.

16. TRAINING AND AWARENESS

- 16.1. BUV shall conduct an awareness programme for all its personnel on the Company's position regarding anti-bribery and corruption, integrity and ethics.
- 16.2. Training shall be provided on a regular basis, in accordance with the level of bribery and corruption risk related to the position. Training should be provided to personnel who are:
 - (a) new to the Company;
 - (b) appointed to or currently holding an exposed position.
- 16.3. Human Resources Department shall maintain records to identify which BUV personnel have received training, and produce, communicate and update the training schedule on a yearly basis.
- 16.4. Business associates acting on behalf of the Company shall also undergo appropriate training, where a bribery and corruption risk assessment identifies them as posing a more than minor bribery and corruption risk to the Company.
- 16.5. BUV's approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of any business relationship with them and as appropriate thereafter.

17. REPORTING ON POLICY VIOLATIONS

- 17.1. Suitable reporting channels shall be established and maintained for receiving information regarding violations of the Policy, and other matters of integrity provided in good faith by BUV personnel and/or external parties.
- 17.2. Personnel who, in the course of their activities relating to their employment at BUV, encounter actual or suspected violations of the Policy are required to report their concerns using the reporting channels stated in the Whistleblowing Policy and inter-departmental reporting.
- 17.3. Reports made in good faith, either anonymously through whistleblowing or inter-departmental reporting, shall be addressed in a timely manner and without incurring fear of reprisal regardless of the outcome of any investigation.
- 17.4. Retaliation in any form against BUV personnel where the person has, in good faith, reported a violation or possible violation of the Policy is strictly prohibited. BUV aims to encourage openness and will support anyone who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken.
- 17.5. BUV is committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If a member of staff believes that they have suffered any such treatment, they should use the Employee's Grievance and Reconciliation Procedures in BUV's Labour Policy, a copy of which can be obtained from the Human Resource Department.

17.6. Any BUV personnel found to have deliberately acted against the interests of a person who has in good faith reported a violation of possible violation of the Policy shall be subjected to disciplinary proceedings including demotion, suspension, dismissal or other actions (including legal action) which BUV may pursue.

17.7 It is important that the member of staff tells their superior or in doubt, approach the named office bearers identified in Clause 13(c) as soon as possible if they are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that they are a victim of another form of unlawful activity.

18. RISK ASSESSMENT

18.1. The Risk Management Committee shall conduct regular risk assessments to identify the bribery and corruption risks affecting the business, set anti-bribery and corruption objectives, and assess the effectiveness of the controls in achieving those objectives.

19. AUDIT AND COMPLIANCE

19.1. Regular audits shall be conducted to ensure compliance to this Policy. Such audits may be conducted internally by BUV or by an external party. Audit documentation should include performance improvement action plans.

20. SANCTIONS FOR NON-COMPLIANCE

20.1. Non-compliance as identified by the audit and any risk areas identified through this and other means should be reported to the top management and Audit Committee in a timely manner in accordance with the level of risk identified.

20.2. BUV regards bribery and acts of corruption as serious matters and will apply penalties in the event of non-compliance to this Policy. For BUV personnel, non-compliance may lead to disciplinary action, up to and including termination of employment.

20.3. For external parties, non-compliance may lead to penalties including termination of contract. Further legal action may also be taken in the event that BUV's interests have been harmed by the results on non-compliance by individuals and organisations.

21. CONTINUOUS IMPROVEMENT

21.1. BUV shall monitor the legal and regulatory regimes where it operates and any changes to BUV's business environment and risks and identify opportunities for this anti-bribery and corruption initiative improvement. A report should be submitted to the top management and Audit Committee on a regular basis for the appropriate action to be taken.

- 21.2 Regular assessments of the BUV integrity system through AC and RMC should be carried out to ensure its scope, policies, procedures and controls match the bribery and corruption related risks faced by the Company.
- 21.3 BUV endeavours to impact the business environment where it operates. This includes extending its integrity programme to non-controlled business associates such as suppliers and contractors, seeking to work with companies who have a similar commitment and supporting initiatives in the private and public sectors which are likely to improve the integrity of its operating environment.

BUV may also report any matter to the relevant government authorities and/or the police.

[END]

APPENDIX 1 – ANTI-BRIBERY AND CORRUPTION CLAUSE

Anti-Bribery and Corruption Clauses

In a Purchase Order

All vendors who sign Purchase Orders with BUV commit to comply BUV's Anti-Bribery and Corruption Policy, and Vietnam Anti-Corruption Law No.36/2018/QH14 dated Nov 20, 2018.

In a contract

The parties here commit: No Party will agree to pay or will pay, offer, promise to pay or authorize to pay any money amount, gift or any valuables, including but not limited to, any payment in order to create favorable condition for any employee of the other Party to affect any action or decision of the employees in this contract.

Any party who violates the provisions of this term will be considered as a violator of contractual commitments and obligations. In the event that the Consultant/the Vendor violates this term, BUV is entitled to terminate the contract immediately and the Consultant/the Vendor must return the amount paid by BUV and compensation equivalent to the total contract value. This compensation is to be refunded to BUV's account within 05 days of BUV's notification to terminate the contract and demand of compensation due to the Consultant/the Vendor's breach of the committed obligations.

Các bên ở đây cam kết: Không Bên nào thỏa thuận trả hoặc sẽ trả, đề nghị, hứa trả hoặc ủy quyền trả bất cứ khoản tiền, quà hoặc bất kỳ vật giá trị nào, bao gồm nhưng không giới hạn, bất kỳ khoản thanh toán nhằm tạo điều kiện thuận lợi nào cho bất kỳ nhân viên nào của Bên kia nhằm mục đích tác động tới bất kỳ hành động hoặc quyết định nào của nhân viên trong hợp đồng này.

Bất kỳ bên nào vi phạm quy định tại điều này sẽ được coi là vi phạm cam kết và nghĩa vụ hợp đồng. Trong

trường hợp Nhà tư vấn/Nhà cung cấp vi phạm điều này, BUV được quyền chấm dứt hợp đồng ngay lập tức và Nhà tư vấn/Nhà cung cấp phải hoàn trả cho BUV toàn bộ số tiền đã nhận và bồi thường một khoản tiền tương đương tổng giá trị hợp đồng. Số tiền bồi thường này phải được hoàn trả vào tài khoản của BUV trong vòng 05 ngày kể từ ngày BUV ra thông báo chấm dứt hợp đồng và yêu cầu bồi thường vì Nhà tư vấn/Nhà cung cấp vi phạm nghĩa vụ cam kết.

APPENDIX 2 – VENDOR’S DECLARATION

VENDOR’S DECLARATION, UNDERTAKINGS AND AGREEMENT (“this Declaration”)

VENDOR’S LETTER OF DECLARATION THƯ XÁC NHẬN CỦA NHÀ CUNG CẤP

VENDOR’S DECLARATION, UNDERTAKINGS AND AGREEMENT (“this Declaration”)

THƯ XÁC NHẬN VÀ CAM KẾT (“Thư Xác Nhận”)

This Declaration is made by _____, (hereinafter, “Vendor”)
Thư Xác Nhận này lập bởi _____, (sau đây gọi là “Nhà Cung Cấp”)

The definition:

Định nghĩa:

1. Vendor to be understood as all service providers who have the contract and/or any business transaction with BUV.
Nhà Cung Cấp được hiểu là tất cả các nhà cung cấp dịch vụ có hợp đồng và bất kỳ giao dịch kinh doanh nào với BUV.
2. ABC policy to be understood as Anti-Bribery Corruption Policy of BUV.
Chính sách ABC được hiểu là Chính sách phòng, chống tham nhũng, hối lộ của BUV.

The Vendor hereby:

Nhà Cung Cấp:

1. **DECLARES THAT:
TUYÊN BỐ NHƯ SAU:**

- (a) The Vendor and its directors or its partners, as the case may be, officers and employees is/are in compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption matters including without limitation the Anti-Corruption Law No. 36/2018/QH14 dated November 20, 2018 (“**Relevant Laws**”).

*Nhà Cung Cấp và giám đốc, đối tác của Nhà Cung Cấp tùy theo từng trường hợp áp dụng đối với cả nhân viên của mình sẽ tuân thủ tất cả quy định được điều chỉnh bởi, nhưng không giới hạn Luật phòng, chống tham nhũng số 36/2018/QH14 ban hành ngày 20 tháng 11 năm 2018 (sau đây gọi là “**Luật Áp Dụng**”).*

- (b) From the Vendor’s records and all available information, neither the Vendor nor any of its directors or partners, as the case may be, officers or employees who may be involved in any Business Transaction(s) has/have been convicted of any offence involving bribery or corruption or fraud; nor, to the best of the Vendor’s knowledge, is any such person the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Laws. In this Declaration, the expression “Business Transaction(s)” shall mean the transactions or dealings between the Vendor and BUV (as defined below) set out in or contemplated under any tenders, quotations, contracts, purchase orders or any other relevant documents; and

Trong hồ sơ của Nhà Cung Cấp và tất cả các thông tin có sẵn, Nhà Cung Cấp và giám đốc, đối tác của Nhà Cung Cấp tùy theo từng trường hợp có thể áp dụng đối với cả nhân viên của mình, người có thể tham gia vào các Giao Dịch Kinh Doanh xác nhận rằng mình chưa từng bị kết án liên quan đến việc hối lộ hoặc tham nhũng hoặc lừa đảo; cũng như, theo hiểu biết của Nhà Cung Cấp, những cá nhân nêu trên không thuộc đối tượng của việc điều tra, thẩm vấn hoặc thi hành các thủ tục do cơ quan chính phủ thực hiện liên quan đến các tội quy định tại Luật Áp Dụng. Trong Thư Xác Nhận này, Giao Dịch Kinh Doanh có nghĩa là các giao dịch giữa Nhà Cung Cấp và BUV (được định nghĩa sau đây) nêu trong bất kỳ hồ sơ thầu, báo giá, hợp đồng, đơn đặt hàng hoặc bất kỳ tài liệu nào có liên quan; và

- (c) The Vendor did not, either directly or indirectly, promise, offer or give any bribe or any improper advantage (whether financial or otherwise) to any director, shareholder, officer or employee (including entities related to such persons) in BUV (including its subsidiaries, associated, related and affiliated companies as well as their respective subsidiaries, associated and affiliated companies, both local and international) (hereinafter, collectively “**BUV**”) or any other person representing BUV as an inducement, incentive, reward, gift or bonus for being selected for the Business Transaction(s).

*Nhà Cung Cấp không trực tiếp hoặc gián tiếp hứa hẹn, đề nghị hoặc đưa hối lộ hoặc đưa ra bất kỳ lợi thế kinh doanh nào không phù hợp (bằng tiền hoặc hình thức khác) cho bất kỳ giám đốc, cổ đông hoặc nhân viên nào (bao gồm tất cả pháp nhân và thể nhân liên quan đến những người này) của BUV (bao gồm công ty con, công ty liên kết, công ty thành viên cũng như công ty con, công ty liên kết, công ty thành viên của những pháp nhân này tại Việt Nam hay nước ngoài) (sau đây gọi chung là “**BUV**”) hoặc các cá nhân khác đại diện cho BUV với mục đích xúi giục, khuyến khích, tặng thưởng liên quan đến việc thực hiện Giao Dịch Kinh Doanh*

2. UNDERTAKES THAT: CAM KẾT NHƯ SAU

- (a) The Vendor will not, either directly or indirectly, promise, offer or give any bribe or inducement or any improper advantage (whether financial or otherwise) to any director, shareholder, officer or employee (including entities related to such persons) in BUV or any other party representing legally BUV (if any), as an inducement, incentive, reward, gift or bonus to be selected and/ or for any other purpose connected to the Business Transaction(s);

Nhà Cung Cấp sẽ không trực tiếp hoặc gián tiếp hứa hẹn, đề nghị, đưa hối lộ hoặc thực hiện việc xúi giục hoặc đưa ra bất kỳ lợi thế kinh doanh không phù hợp nào (bằng tiền hoặc hình thức khác) cho bất kỳ giám đốc, cổ đông, nhân viên nào (bao gồm tất cả pháp nhân và thể nhân liên quan đến những người này) của BUV hoặc cho các bên khác đại diện pháp lý cho BUV (nếu có) để xúi giục, khuyến khích, tặng thưởng cho việc được chọn và/hoặc các mục đích khác liên quan đến Giao Dịch Kinh Doanh.

- (b) The Vendor will not, either directly or indirectly, promise, offer or give any bribe or any improper advantage (whether financial or otherwise) to any government official or private person so as to obtain or retain a business advantage on behalf of BUV during the carrying out of the Business Transaction(s);

Nhà Cung Cấp sẽ không trực tiếp hoặc gián tiếp hứa hẹn, đề nghị, đưa hối lộ hoặc đưa ra bất kỳ lợi thế kinh doanh nào (bằng tiền hoặc hình thức khác) cho công chức, viên chức Nhà nước hoặc cơ quan Nhà nước để thay mặt BUV nhận được hoặc duy trì lợi thế kinh doanh trong suốt quá trình thực hiện Giao Dịch Kinh Doanh

- (b) The Vendor will comply with the relevant provisions of BUV's Anti-Bribery and Corruption Policy, Purchasing Policy and Procedures; and

Nhà Cung Cấp sẽ tuân thủ các quy định của Chính sách ABC và Thủ Tục Mua, Bán Hàng Hóa của BUV; và

- (d) If contraventions or investigations of the matters described in paragraphs 1(b), 1 (c), 2(a) and 2(b) above have occurred, the Vendor will forthwith cooperate fully and provide complete and accurate details and documents related thereto to BUV.

Nếu có sự vi phạm hoặc điều tra về các vấn đề nêu tại khoản 1(b), 1(c), 2(a) và 2(b), Nhà Cung Cấp sẽ tích cực hợp tác và cung cấp các chi tiết và tài liệu đầy đủ và chính xác liên quan đến BUV.

3. AGREES THAT: ĐỒNG Ý NHƯ SAU

In the event that the Vendor, its directors, officers or employees is in breach of any of the above provisions, BUV shall be entitled to take any one or more of the following actions:

Trong trường hợp, Nhà Cung Cấp, giám đốc và nhân viên của Nhà Cung Cấp vi phạm bất kỳ điều khoản nào nêu trên, BUV có quyền thực hiện một hoặc các hành động sau:

- (i) Immediate revocation of the contract award for the Business Transaction(s) without any liability whatsoever on the part of BUV to the Vendor and/ or its directors, officers or employees; and/ or

Hủy kết quả lựa chọn thầu, lựa chọn đối tác của Giao Dịch Kinh Doanh. Việc hủy kết quả này sẽ không phát sinh bất kỳ nghĩa vụ, trách nhiệm nào của BUV

đối với Nhà Cung Cấp và/hoặc giám đốc, nhân viên của Nhà Cung Cấp; và/hoặc

- (ii) Immediate termination of the contract for the Business Transaction(s) without any liability whatsoever on the part of BUV to the Vendor and/ or its directors, officers or employees; and/or

Chấm dứt hợp đồng liên quan đến Giao Dịch Kinh Doanh ngay lập tức. Việc chấm dứt hợp đồng này sẽ không phát sinh bất kỳ nghĩa vụ, trách nhiệm nào của BUV đối với Nhà Cung Cấp và/hoặc giám đốc, nhân viên của Nhà Cung Cấp; và/hoặc

- (iii) Seek a fully indemnity against the Vendor for any loss, damage, penalty, fine BUV may suffer arising from such breach thereof as per the anti-corruption law and its relevant by-laws.

Yêu cầu Nhà Cung Cấp bồi thường tất cả các chi phí, thiệt hại, mức xử lý hành chính và xử lý hình sự mà BUV phải gánh chịu do việc vi phạm các điều khoản của Luật phòng, chống tham nhũng và các luật hiện hành.

without prejudice to any other rights or remedies BUV may have or any other appropriate action which BUV may seek under the terms of the applicable tender/ contract/ relevant document or applicable laws and regulations.

Các quy định nêu trên không ảnh hưởng đến bất kỳ quyền hoặc biện pháp khắc phục nào mà BUV có thể có hoặc bất kỳ hành động nào mà BUV thấy là thích hợp theo quy định tại hồ sơ thầu/hợp đồng/các tài liệu liên quan hoặc luật áp dụng.

Should any person attempt to solicit any bribe or advantage (whether financial or otherwise) from the Vendor or any other person connected to the Vendor either as an inducement or incentive to be selected or as a reward, gift or bonus for being selected in the Business Transaction(s) and/ or for any other purpose connected to the Business Transaction(s), or where the Vendor has reasonable grounds to suspect any breach of the obligations in this Declaration or the Relevant Laws, the Vendor will report such act immediately in accordance with BUV's ABC Policy.

Nếu bất kỳ người nào có ý định yêu cầu Nhà Cung Cấp hoặc người liên quan đến Nhà Cung Cấp hối lộ hoặc đưa ra bất kỳ lợi thế kinh doanh nào (bằng tiền hoặc hình thức khác) với mục đích xúi giục hoặc khuyến khích rằng Nhà Cung Cấp sẽ được chọn trong Giao Dịch Kinh Doanh và/hoặc các mục đích khác liên quan đến Giao Dịch Kinh Doanh, hoặc Nhà Cung Cấp có cơ sở để nghi ngờ việc vi phạm nghĩa vụ theo quy định của Thư Cam Kết này hoặc theo luật hiện hành, Nhà Cung Cấp có trách nhiệm báo cáo ngay lập tức việc nêu trên cho BUV theo Chính Sách ABC của BUV.

Dated this day of 20
Ngày tháng năm 20

If an individual:

Áp dụng đối với cá nhân:

Signed by/ Ký bởi _____(Name/Tên) _____

ID number and issued date/ CMND số, ngày cấp: _____



BUV RISK MANAGEMENT

BUV ANTI-BRIBERY AND CORRUPTION POLICY

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If a company:

Áp dụng đối với pháp nhân:

Signed by/ Ký bởi _____ (Name/Tên) _____
as director for and on behalf of/Đại diện theo pháp luật của _____


Received and acknowledged by:

Xác nhận bởi:

Name/Tên

Position/Chức vụ:

British University Vietnam Company Limited/Công ty TNHH Trường Đại học Anh quốc Việt Nam

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APPENDIX 3 – STAFF DECLARATIONS

I, _____, hereby declare that I have read and understood the BUV Anti-Bribery and Corruption Policy (the “**Policy**”). I will abide by the requirements and provisions set out in the Policy, as required by my employment contract.

In the event my employment contract is terminated due to violation of the Policy, I agree that I will not commence, maintain, initiate or cooperate with any other person, to commence, maintain, initiate any action, lawsuit, proceeding, complaint or make any claim against the Company or its Affiliates; nor demand or shall be entitled to any compensation or whatsoever payment from the Company whether at present or in the future. I also agree that the Company is entitled to remedies as provided by the Policy, at law or in equity in the event of my breach.

Name:

Title:

Date:

APPENDIX 4 – LOGBOOK

Department:

Financial Year:


No	Name of Reporting staff	Date of Incident	Estimated value	Counterparty	Details of counterparty (i.e. names, address and contact No.)	Detailed explanation of the incident
1						
2						

HOD's remarks:

Impact of the incident (please circle based on HOD's assessment)	Low	Average	High
Case escalated to the RMC			
RMC's decision			

Notes:

All HODs are required to maintain this Departmental Logbook for recording any unexpected incident of bribery occurred in his/her Department to be in compliant with VACL for risk assessment for further reporting or audit purposes.

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APPENDIX 5 – GUIDELINES FOR ACCEPTING DONATIONS AND SPONSORSHIPS

(This set of Guidelines should be read in conjunction with Clause 10 of BUV Anti-Bribery and Corruption Policy)

1. DEFINITIONS

“Bequest” means a property given by will to BUV .

“Donation” shall include all subsidies, grants, gifts and bequests, monetary or in kind, received by BUV.

“Grant” means a sum of money given by a government or other organisations for a particular purpose.

“Gift” refers to a thing or a right disposed of gratuitously, or any act of liberality, in favour of BUV.

“Sponsorship” may be in the form of cash offering, property, services or any other benefit given with the expectation of recognition or affiliation with BUV.

“Subsidy” means a form of financial or in-kind support in the attainment of the goals and objectives of BUV and/or group of companies.

2. UNDERLYING PRINCIPLES

2.1. All BUV entities, departments or divisions shall only accept donations and sponsorships from legal, legitimate and reputable sources.

2.2. The donations and sponsorships shall be for intended purposes in consonance with the objectives and functions of BUV and shall not be subject to virement.


2.3. The donations and sponsorships shall not be from individuals or companies which have existing tenders with BUV.

2.4. No Directors or administrative and technical staff shall gain any personal benefit connected with the donations and sponsorships.

2.5. The benefits between the donors/sponsors and BUV shall be executed in a written agreement and signed by both parties. The Executive Director and any one of the Directors or Head of Institutions shall sign on behalf of the corporate or business entity of BUV or its group of companies.

2.6. All cash and assets received by BUV entities shall be recorded as accounting entries in the respective entity's account and inventory and shall be audited by the Company's Auditors.

2.7. The Company shall ensure that the donations and sponsorships are free from tax liens, mortgage, encumbrances and other obligations.

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2.8. The Company shall cease the existing relations, with donors/sponsors who do not share or adhere to the basic values and principles of BUV.

3. PROCEDURES

3.1. Any individual, company or organization may offer donations and sponsorships. All BUV entities, departments or institutions/divisions shall then make the necessary inquiries on the integrity and reputation of the donors and sponsors including the background checks and the required due diligence.

3.2. Before acceptance or consideration taken, the relevant BUV entity/department or division shall obtain prior approval of the relevant HODs and to abide any prevailing approval matrix, policy or guidelines of BUV.

3.3. When approval is obtained or otherwise, the relevant BUV entities, departments or divisions shall inform the donors/sponsors in writing.

3.4. Upon approval, the BUV entity or company and the qualified donors or sponsors shall enter into an agreement. The agreement shall contain the proposed use of donation and the conditions placed on its use, statement authorizing BUV to use the gifts, bequests, subsidies, grants, donations and sponsorships.

3.5. The original written agreement of all legal entities of BUV shall be deposited to the Group Company Secretarial Department for safekeeping, with a duplicate to be maintained by the respective BUV company/department for audit purposes.

4. APPROVAL OF THE GUIDELINES

The Guidelines shall form part of the BUV Anti-Bribery and Corruption Policy to be endorsed by the BUV Risk Management Committee and approved by the BUV General Director. The Policy will be reviewed and amended from time to time. Adoption of the amended Policy requires approval from the BUV General Director.