



ANTI-MONEY LAUNDERING,
COUNTER-TERRORISM FINANCING,
ANTI-BRIBERY & CORRUPTION
POLICY
(External Policy)



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This Anti-Money Laundering, Counter-Terrorism Financing, Anti-Bribery & Corruption Policy (this "**Policy**") sets out the expectations, minimum standards and requirements that UO Group imposes on its external stakeholders in relation to the prevention and detection of money laundering, terrorist financing, bribery, corruption, fraud and related misconduct.

For the purposes of this Policy, "**UO Group**" means **United Office Sdn Bhd** (201901030932 (1340262-T)) (hereinafter known as "UO") and each of its subsidiaries from time to time, including, without limitation, **Protech Future System Sdn Bhd** (201601005824 (1176750-A)) and **Dutajaya Media Sdn Bhd** (201301036490 (1066319-X)), and any other entities that are, directly or indirectly, controlled by UO, and "**member of UO Group**" shall be construed accordingly.

By entering into, or continuing, any business relationship or dealings with UO Group, each External Party is **deemed to have received notice of, and acknowledged this Policy and agrees, to the extent applicable to its dealings with UO Group, to comply with this Policy** as may be amended, supplemented or replaced by UO Group from time to time.

1. PURPOSE AND STATUS OF THIS POLICY

1.1 Purpose of This External Policy

The purpose of this Policy is to:

- (1) **articulate UO Group's position of zero tolerance** towards money laundering, terrorist financing, bribery, corruption, fraud and related misconduct;
- (2) **set out the standards of conduct that UO Group expects from external stakeholders**, including customers, suppliers, business partners and other third parties who deal with UO Group; and
- (3) **mitigate the risk that UO Group, or any member of UO Group, is used, whether knowingly or unknowingly, for unlawful, improper or unethical purposes**, and to support UO Group in complying with its legal, regulatory and prudential obligations.
- (4) provide clear notice and guidance to External Parties as to the behaviors and activities that are prohibited, restricted or otherwise unacceptable in the context of their dealings with UO Group;
- (5) promote and reinforce a culture of integrity, transparency, accountability and compliance across UO Group's value chain; and
- (6) assist in protecting UO Group and External Parties from legal, regulatory, financial, operational and reputational risk and exposure.



1.2 Nature and Limitations of This Policy

This Policy is an external-facing document intended as a general statement of UO Group's expectations and standards regarding anti-money laundering, counter-terrorism financing, anti-bribery and anti-corruption.

For the avoidance of doubt, this Policy does not:

- i. **constitute** legal, tax, accounting or other professional advice to any person;
- ii. **of itself create, amend, novate, waive or extinguish any contractual rights or obligations** as between UO Group and any external party, except to the extent that this Policy (or any part of it) is expressly incorporated by reference into a written contract between such parties; or
- iii. **limit, restrict, prejudice or exclude any rights, powers, privileges, immunities, remedies or protections that UO Group may have**, or may in future acquire, under applicable laws, regulations, regulatory requirements or contracts.

To the maximum extent permitted by applicable law, **UO Group will not be liable** to any External Party or other person for any loss, damage, cost, liability, penalty or expense (whether direct, indirect, special, consequential or otherwise) arising out of, or in connection with:

- (a) any reliance by such party or person on this Policy or any summary, translation or explanation of this Policy; or
- (b) any failure by such party or person, or by any of its directors, officers, employees, agents, representatives or related persons, to comply with any applicable law, regulation or regulatory requirement, whether or not this Policy has been complied with.

1.3 Relationship with Internal Policies

This Policy is separate from, and does not replace, UO Group's internal anti-money laundering, counter-terrorism financing, anti-bribery and corruption policies and procedures that apply to UO Group's employees and officers.

In the event of any inconsistency between this Policy and any internal policy, the internal policy will prevail for internal purposes. This Policy is intended solely to explain UO Group's expectations of external stakeholders and to supplement, not replace, any contractual terms agreed with such stakeholders.

This Policy is intended solely to describe UO Group's expectations of External Parties and to supplement, and not to derogate from or replace, any contractual terms agreed with such External Parties. Where this Policy (or any provision thereof) is expressly incorporated into a contract with an External Party, and there is any inconsistency



between this Policy and such contract, the provision that affords **greater protection to UO Group** will prevail, save to the extent the contract expressly provides otherwise.

2. SCOPE AND APPLICABILITY

2.1 Entities Covered

This Policy applies to all entities within UO Group, including UO, DJM and PFS, and to all their operations, products and services, in all jurisdictions in which they conduct business.

UO Group may, in its sole discretion, elect to apply this Policy, or any part of it, to other entities that come under its Control from time to time, with effect from such date as UO Group may determine and notify to relevant External Parties.

2.2 Applicability to External Stakeholders

This Policy applies to all external stakeholders who have, or seek to have, a business relationship with UO Group, including without limitation:

- (a) customers and clients;
- (b) suppliers, vendors and service providers;
- (c) distributors, resellers, agents, intermediaries and consultants;
- (d) contractors and subcontractors;
- (e) joint venture partners and other business partners; and
- (f) any other person or entity who acts for, or on behalf of, UO Group or who otherwise interacts with UO Group in the course of business, (together, "**External Parties**").

UO Group expects all External Parties to comply with this Policy, as well as all applicable anti-money laundering, counter-terrorism financing, anti-bribery and anti-corruption laws and regulations in the countries where they operate or are incorporated.

2.3 Third Parties and Business Partners

External Parties must ensure that any third parties whom they appoint, engage, retain or otherwise utilize in connection with their dealings with UO Group (including, without limitation, their own agents, subcontractors, distributors, resellers, consultants and representatives) are subject, by contract or otherwise, to standards and requirements that are at least equivalent to, and no less stringent than, those set out in this Policy.

External Parties will be, and remain, **fully responsible and liable for any acts or omissions of such third parties** in connection with, or arising out of, their relationship, arrangements or transactions with UO Group, as if such acts or omissions were those of the External Party itself.



UO Group reserves the right, at any time and from time to time, to request from External Parties such information, documentation and assurances as UO Group may, at its discretion, reasonably require in relation to the External Parties' own policies, procedures and due diligence on their counterparties, and UO Group may take such information, and any failure or refusal to provide such information, into account when considering whether to enter into, continue, suspend or terminate any business relationship, arrangement or transaction with an External Party.

3. STATEMENT OF COMMITMENT

3.1 Commitment to Ethical and Lawful Conduct

UO Group is committed to conducting its business in an **honest, ethical and lawful manner** and to maintaining robust frameworks to prevent money laundering, terrorist financing, bribery, corruption and related misconduct.

UO Group expects External Parties to share this commitment and to support UO Group in upholding these standards.

3.2 Zero Tolerance for Bribery, Corruption, Money Laundering and Terrorist Financing

UO Group has a **strict policy of zero tolerance** towards:

- i. **bribery and corruption in any form;**
- ii. **money laundering and the use of criminal proceeds in any transaction; and**
- iii. **the financing of terrorism or terrorist activities.**

UO Group will not knowingly enter into, maintain or continue any business relationship, arrangement, transaction or dealing that involves, or that UO Group reasonably suspects may involve, any of the foregoing.

External Parties must, without undue delay, **notify UO Group in writing** if they become aware of, or reasonably suspect, any conduct, transaction or arrangement in connection with UO Group's business that may contravene this Policy or any applicable anti-money laundering, counter-terrorism financing, anti-bribery or anti-corruption laws or regulations.

3.3 Compliance with Applicable Laws and Regulations

UO Group is subject to, and expects External Parties to comply with, all applicable laws, regulations and regulatory guidance relating to anti-money laundering, counter-terrorism financing, anti-bribery and anti-corruption, including where relevant (without limitation):

- (a) in **Malaysia** – the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and related regulations and guidelines issued by Bank Negara Malaysia;



- (b) in the **United States** – applicable federal and state statutes and regulations relating to money laundering, terrorist financing and bribery, including guidance issued by the U.S. Department of the Treasury;
- (c) in the **United Kingdom** – the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Bribery Act 2010 and the Money Laundering, Terrorist Financing and Transfer of Funds Regulations; and
- (d) the relevant local laws and regulations in the jurisdictions where UO Group and its External Parties operate.

Where there is any conflict between this Policy and applicable law, the stricter requirement will apply.

Nothing in this Policy requires, or is intended to require, any person to act, or to refrain from acting, in a manner that would contravene any applicable law, regulation or binding regulatory direction.

4. PROHIBITED CONDUCT

4.1 Bribery and Corruption

External Parties must not, directly or indirectly:

- (1) **offer, promise, give, request or accept any improper payment, gift or other benefit to get or keep business, gain an unfair advantage or influence a decision;**
- (2) use, instruct, permit or tolerate the use of any intermediary, agent, consultant or other third party to make, offer, receive or facilitate any improper or corrupt payment, advantage or benefit;
- (3) authorize, approve, condone, conceal or willfully ignore any conduct that would constitute, or could reasonably be perceived as constituting, bribery, corruption or an attempt to engage in the same; or
- (4) engage in any conduct which could reasonably be perceived as seeking to improperly or unduly influence the judgment, decision-making or actions of any person, whether in the public or private sector.

4.2 Money Laundering and Terrorist Financing

External Parties must not:

- (1) **take part in any transaction that involves the proceeds of crime or that is meant to hide or disguise criminal money or assets;**
- (2) provide, collect, use or move money or other assets when they know, or should reasonably suspect, that those funds will be used to support terrorism or terrorist organizations; or



- (3) do anything that could cause UO Group to break anti-money laundering or counter-terrorism financing laws.

External Parties must not utilize, or seek to utilize, any of UO Group’s products, services, platforms, systems or channels in furtherance of any criminal, unlawful or improper purpose.

4.3 Facilitation Payments

External Parties must not offer, make, request or accept “facilitation payments” or “grease payments”. These are small, unofficial payments to speed up routine actions by officials.

The prohibition on Facilitation Payments applies even where such payments may purportedly be tolerated, customary or not actively prosecuted under local law.

If any person requests or demands a Facilitation Payment in connection with UO Group’s business, the External Party must refuse such request or demand and must report the incident to UO Group as soon as reasonably practicable through the reporting channels set out in Section 9 of this Policy. The External Party must also maintain appropriate records of such requests and of the steps taken in response.

4.4 Fraud, Dishonesty and Improper Advantage

External Parties must not engage in fraud or dishonest behaviors in their dealings with UO Group. This includes:

- (1) giving false or misleading information;
- (2) hiding important facts, such as who the real owners are or where funds come from;
or
- (3) structuring transactions or relationships in a way that is intended to avoid legal or regulatory requirements.

External Parties must maintain complete, accurate and up-to-date books, records and accounts, in accordance with their own applicable legal and regulatory obligations, that fairly reflect all transactions, payments and dispositions of assets arising in connection with their dealings with UO Group.

4.5 Circumvention, Concealment and Evasion

External Parties must not:

- (1) design, implement or participate in any scheme, arrangement or transaction the purpose, or one of the purposes, of which is to evade, circumvent or frustrate the



- application or enforcement of any Sanctions, export control measures or other legal or regulatory restrictions;
- (2) conceal, misrepresent, falsify or omit the true purpose, value, origin, destination, counterparties, nature, ownership, risk profile or other material aspects of any transaction, relationship or dealing with UO Group; or
 - (3) artificially split, layer, structure or otherwise manipulate transactions, or use complex corporate, trust or ownership structures, solely or primarily to avoid the application of anti-money laundering, counter-terrorism financing, anti-bribery, anti-corruption or Sanctions laws, regulations or controls.

External Parties must promptly notify UO Group in writing if they, or any of their Affiliates, directors, officers, employees, Beneficial Owners or key principals, become subject to any Sanctions or are included on any Sanctions List, or otherwise become the subject of any enforcement or investigative action relating to money laundering, terrorist financing, bribery, corruption or similar misconduct.

5. DEALINGS WITH PUBLIC OFFICIALS

5.1 Prohibition on Improper Influence

External Parties must not give or offer anything of value to a Public Official, or accept anything of value from a Public Official, in order to improperly influence any decision or gain any improper advantage.

5.2 Gifts, Hospitality and Advantages Involving Public Officials

Any gifts, hospitality, travel or other benefits involving a Public Official that relate to UO Group's business must:

- (a) **be allowed under all applicable laws;**
- (b) **be modest, reasonable and infrequent;**
- (c) **be recorded and transparent; and**
- (d) **not intended, or seen, as a bribe or as an attempt to improperly influence a decision.**

External Parties must follow their own internal approval processes and any specific requirements from UO Group before providing anything of value to a Public Official in relation to UO Group.

5.3 Political Contributions

External Parties must not, without the prior written consent of UO Group:

- (a) make any political contribution, donation, payment or other form of support (whether in cash or in kind) on behalf of UO Group; or



- (b) make any political contribution, donation, payment or other form of support in a manner, or under circumstances, that could reasonably give rise to the impression that such contribution, donation, payment or support is made, sponsored, endorsed or supported by UO Group.

Any approved political donations must be legal, transparent and properly recorded. Any political contribution that UO Group expressly approves in writing must be legal, transparent, properly documented and recorded, and must not be used, directly or indirectly, as a means of obtaining or retaining business with UO Group or securing any improper advantage.

6. GIFTS, HOSPITALITY, DONATIONS AND SPONSORSHIPS

6.1 Gifts and Business Hospitality

In connection with UO Group's business, External Parties must not:

- i. **offer, provide, solicit, receive or accept Gifts or Hospitality that are excessive, extravagant, frequent, inappropriate or lacking a legitimate business purpose;**
- ii. offer or provide, or agree to receive or accept, Gifts or Hospitality in close temporal proximity to tenders, bids, contract awards, negotiations, pricing decisions, regulatory approvals or other key decision points, where such Gifts or Hospitality could reasonably be perceived as intended to improperly influence or reward the outcome; or
- iii. offer, provide, solicit, receive or accept Gifts or Hospitality that would, if publicly disclosed, be likely to cause embarrassment to, or adversely impact the reputation of, UO Group or the External Party.

Any Gifts or Hospitality offered, provided, solicited, received or accepted in connection with UO Group's business must be reasonable, proportionate and aligned with legitimate business, relationship-building or product/service demonstration purposes.

6.2 Charitable Donations

External Parties must **not make, or purport to make, any charitable donation, contribution or sponsorship in the name of, or on behalf of, UO Group**, and must not state or imply that UO Group endorses, supports or is associated with any such donation, contribution or sponsorship, unless UO Group has provided its prior written consent.

UO Group reserves the right, at its absolute discretion, to refuse to be associated with, or to require the cessation of any association with, any charitable donation, contribution or sponsorship that appears to have, or that UO Group reasonably suspects may have, the purpose or effect of disguising bribery, corruption, money laundering, terrorist financing or any other unlawful or improper activity.



External Parties should undertake appropriate due diligence on charities and not-for-profit organizations that they intend to support in connection with UO Group's business, to satisfy themselves that such organizations are legitimate and that donations will be applied for bona fide charitable or social purposes.

6.3 Sponsorships

Any sponsorship, whether of events, activities, individuals or organizations, that is linked in any way to UO Group's business must:

- (1) serve a genuine promotional, brand-building, stakeholder engagement or corporate social responsibility purpose;
- (2) not be used as, or in substitution for, a bribe, kickback or other improper inducement, and must not be intended or reasonably capable of being perceived as intended to improperly influence any person, including any Public Official; and
- (3) comply with any sponsorship, marketing, branding or related policies, procedures or requirements of UO Group that may be communicated to the External Party from time to time.

External Parties must not commit, bind or otherwise purport to commit or bind UO Group to any sponsorship arrangement, obligation or liability without UO Group's express prior written approval.

External Parties should maintain adequate documentation in relation to sponsorships connected with UO Group's business and make such documentation available to UO Group upon reasonable request.

7. CONFLICT OF INTEREST

7.1 Definition of Conflict of Interest

For the purposes of this Policy, a "**Conflict of Interest**" arises where the personal, financial or other interests of an External Party, or of any of its directors, officers, employees, representatives or Related Persons, conflict with, potentially conflict with, or are reasonably capable of being perceived as conflicting with, the interests of UO Group in connection with any actual or proposed business relationship, decision, transaction or activity.

Conflicts of Interest may be actual, potential or perceived and may arise, for example, where personal relationships, external directorships, outside business interests, financial investments or other incentives could inappropriately influence, or appear to influence, decisions or actions taken in relation to UO Group's business.



7.2 Disclosure of Actual, Potential or Perceived Conflicts

External Parties **must promptly disclose to UO Group, in writing, any actual, potential or perceived Conflict of Interest** relating to, or arising in connection with, their dealings with UO Group, as soon as such conflict is identified or reasonably suspected. This includes, by way of illustration and without limitation:

- (1) circumstances in which any director, officer, employee, owner, shareholder or key principal of the External Party is a Public Official, or is an Immediate Family Member or Close Associate of a Public Official; or
- (2) circumstances in which the External Party, or any of its Related Persons, holds, or proposes to acquire, a significant interest (whether financial, managerial or otherwise) in a competitor, supplier, customer or other counterparty involved, or to be involved, in the same transaction or relationship with UO Group.

External Parties must provide UO Group with such information and documentation as UO Group may reasonably require to assess the nature, materiality and extent of the Conflict of Interest and to determine appropriate mitigation or management measures.

7.3 Prohibition on Undeclared Conflicts

External Parties must not allow any Conflict of Interest to improperly affect, or to appear to improperly affect, their judgment, decision-making or actions in relation to UO Group.

Where a Conflict of Interest is identified, the External Party must cooperate with UO Group in good faith to implement such mitigation, management or avoidance measures as UO Group may reasonably require. If a Conflict of Interest cannot be managed to UO Group's satisfaction, UO Group may **suspend, restrict or terminate** the relevant relationship, arrangement, transaction or activity, in whole or in part.

8. THIRD-PARTY STANDARDS

8.1 Expectations of Business Partners

UO Group expects External Parties to:

- (a) implement and maintain policies, procedures or controls that are appropriate and proportionate to their risk profile, business activities and applicable legal obligations;
- (b) **conduct risk-based due diligence** and ongoing monitoring on their own customers, suppliers, counterparties, intermediaries and Beneficial Owners, taking into account relevant risk factors such as geography, sector, product, transaction type and delivery channel;
- (c) comply with all relevant sanctions and export control rules; and



- (d) **cooperate with UO Group** if UO Group needs information for its own due diligence, monitoring or review.

8.2 Prohibited Third-Party Conduct

UO Group does not wish to, and will not knowingly, enter into or maintain business relationships, arrangements or transactions with any person or entity that:

- (1) is, or is owned or controlled by, a person or entity that is listed on, or otherwise subject to, any applicable Sanctions Lists, terrorism lists or watch lists (including, without limitation, those issued by the United Nations, OFAC, the European Union, the United Kingdom, Malaysia or any other relevant authorities);
- (2) is reasonably suspected, or has been credibly alleged, to be involved in serious criminal conduct, including, without limitation, corruption, bribery, fraud, money laundering, terrorist financing or other organized crime;
- (3) refuses, without reasonable justification, to provide information, documents or explanations that UO Group reasonably considers necessary to conduct due diligence or risk assessments;
- (4) has an ownership, control or governance structure that is unduly opaque, complex or impenetrable to the extent that UO Group is unable, after making reasonable efforts, to identify the true Beneficial Owners or key principals; or
- (5) has an ownership structure that is so unclear that UO Group cannot identify the real owners; or
- (6) is domiciled in, incorporated in, operating from, or otherwise closely connected to, a country or territory that is subject to comprehensive Sanctions, or that is regarded as presenting an unacceptably high risk of money laundering or terrorist financing, and where adequate risk mitigation measures cannot be demonstrated.

External Parties must promptly notify UO Group if any of the circumstances described in this **Section 8.2 apply**, or may apply, to them or to any of their directors, officers, employees, Beneficial Owners, key principals or Affiliates.

8.3 No Third-Party Payments or Receipts Without Approval

In relation to any transaction or relationship with UO Group, External Parties must not:

- (a) make or receive payments in cash or bearer instruments, unless this is legal and UO Group has agreed in writing;
- (b) make or receive payments to or from anyone other than the named contracting party, unless UO Group has agreed in writing; or
- (c) route payments through countries, banks or accounts that are not clearly related to the deal or business purpose.



UO Group reserves the right, at any time and without incurring any liability, to delay, suspend, withhold, refuse or reverse any payment or transaction, or to request additional information, documentation or explanations, where UO Group considers that such payment or transaction is unusual, suspicious, high-risk or otherwise raises concerns. External Parties must cooperate promptly and fully with any such enquiries.

9. REPORTING CONCERNS AND WHISTLEBLOWING

9.1 Right and Expectation to Raise Concerns

External Parties should report, as soon as possible, any concern, suspicion or actual knowledge of:

- (a) money laundering, terrorist financing, bribery, corruption, fraud or similar misconduct; or
- (b) any actual or possible breach of this Policy or of applicable laws, that relates to UO Group's business.

External Parties may report concerns even where they are not certain that misconduct has occurred, provided that they have reasonable grounds for their suspicion and they act in good faith.

9.2 Available Reporting Channels

External Parties can report concerns through:

- a. their usual UO Group business contact; and/or
- b. an independent reporting email address established for this purpose, as notified by UO Group from time to time, including: **reporting@unitedoffice.net**

9.3 Confidentiality and Non-Retaliation

UO Group will treat reports made in good faith under this Policy as confidential, to the extent reasonably practicable and subject always to UO Group's legal, regulatory and reporting obligations and to the need to conduct an effective investigation.

UO Group will not permit, and will take reasonable steps to prevent any retaliation, victimization or other adverse treatment by its employees or representatives against any person who, in good faith, raises a concern or reports a suspected breach of this Policy or of applicable law.

External Parties must similarly ensure that no retaliatory, disciplinary or prejudicial action is taken against any of their own employees, officers or representatives who, in good faith, raise concerns about actual or suspected misconduct involving, or relating to, UO Group's business.



10. CONSEQUENCES OF BREACH

10.1 Breach by External Parties

If an External Party breaches this Policy or the relevant laws, or if **UO Group reasonably believes that a breach has happened or may happen**, UO Group may:

- (1) **suspend, limit or end any relationship, contract or transaction with that External Party;**
- (2) **refuse to enter any new business with that External Party; and**
- (3) **report the matter to regulators, law enforcement or other authorities where required or allowed by law.**

External Parties must cooperate fully, honestly and promptly with any investigation, review, audit or enquiry conducted by UO Group or by any competent authority in relation to an actual, potential or suspected breach of this Policy or of applicable law.

10.2 Contractual, Legal and Regulatory Consequences

The rights, powers and remedies described in this Policy are without prejudice to, and are in addition to, any other rights, powers, remedies or defenses that UO Group may have or acquire at law, in equity, under contract or otherwise.

Nothing in this Policy limits or restricts UO Group's ability to seek compensation, damages, indemnity, contribution, restitution, specific performance, injunctive relief or any other relief or remedy in respect of any loss, damage, liability, cost, penalty or expense suffered or incurred, directly or indirectly, as a result of, or in connection with, an External Party's breach of this Policy or of any applicable law, regulation or regulatory requirement.

To the extent that any applicable law recognizes, or may recognize, the existence of adequate procedures, reasonable preventive measures or an effective compliance programme as a factor in mitigating or avoiding corporate criminal, civil or regulatory liability in relation to bribery, corruption, money laundering, terrorist financing or related offences, UO Group intends that this Policy, together with its internal policies, procedures, systems and controls, will form part of its overall compliance framework for such purposes.

Nothing in this Policy creates any obligation on External Parties beyond those expressly set out herein.



11. POLICY ADOPTION AND EFFECTIVE DATE

11.1 Approval and Adoption

This Policy has been reviewed and approved by the Board of Directors of UO Group on behalf of UO, DJM and PFS.

UO Group reserves the right, in its absolute discretion, to amend, supplement, revise, restate or replace this Policy, in whole or in part, at any time and from time to time, to reflect legal, regulatory, supervisory or business developments, changes in risk appetite or other relevant considerations.

External Parties are responsible for ensuring that they are familiar with, and comply with, the then-current version of this Policy as it applies to their dealings with UO Group.

11.2 Effective Date

This Policy takes effect on **1st December, 2025**.

Any subsequent amendments, supplements, revisions or replacements of this Policy will take effect from the date specified by UO Group and, unless otherwise provided, will apply to all dealings, relationships, contracts and transactions between UO Group and External Parties from such effective date onwards.

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APPENDIX I – GLOSSARY

Glossary of defined terms used in this Policy

"Affiliate"	means, in relation to any person, any other person that, directly or indirectly, Controls, is Controlled by, or is under common Control with, that person, and "Affiliates" shall be construed accordingly.
"Beneficial Owner"	<p>means any natural person who ultimately owns or Controls a customer, counterparty or transaction, or on whose behalf a transaction is being conducted, and includes, without limitation:</p> <ul style="list-style-type: none"> (a) any natural person who ultimately owns or Controls, whether directly or indirectly, a sufficient percentage of the shares or voting rights or ownership interests in a legal person or arrangement; and (b) any natural person who otherwise exercises ultimate effective Control over the management or policies of a legal person or arrangement, whether through ownership interests, voting rights, contractual arrangements or otherwise.
"Conflict of Interest"	means any situation in which the personal, financial or other interests of an External Party, or of any of its directors, officers, employees, representatives or Related Persons, conflict with, potentially conflict with, or are reasonably capable of being perceived as conflicting with, the interests of UO Group in connection with any actual or proposed business relationship, decision or transaction.
"Control"	means, in relation to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person, whether through the ownership of voting securities, by contract or otherwise, and "Controlled" and "Controlling" shall be construed accordingly.
"External Parties"	meaning given in Section 2.2 of this Policy and includes, without limitation, all customers, clients, suppliers, vendors, service providers, contractors, subcontractors, distributors, resellers, agents, intermediaries, consultants, joint venture partners and any other persons who have, or seek to have, a business relationship or dealings with UO Group.
" Fraud "	means any act or omission involving dishonesty, deceit, falsehood or misrepresentation, or the concealment of a material fact, that is



	<p>intended to, or that has the effect of, obtaining an unlawful or improper gain or advantage for any person, or causing loss, damage or disadvantage to any other person, and includes, without limitation, false statements, falsification of documents, misuse of information and any similar dishonest conduct.</p>
"Money Laundering"	<p>means:</p> <ul style="list-style-type: none">(a) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his or her actions;(b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of, property, knowing that such property is derived from criminal activity or from an act of participation in such activity; or(c) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity, and includes any attempt, participation in, facilitation of, or counselling the commission of, any such acts.
"Close Associate"	<p>means, in relation to any natural person, any individual who is known to have close business or personal relations with that person, including, without limitation, a person who is a beneficial owner of a legal entity or arrangement that is known to have been set up for the benefit of that person.</p>
"Public Official"	<p>means any person who:</p> <ul style="list-style-type: none">(a) holds a legislative, administrative, executive, judicial, military or other public office of any kind, whether appointed or elected, whether permanent or temporary, whether paid or unpaid, and whether at a national, state, regional or local level;(b) is an officer, employee or representative of, or otherwise acts in an official capacity for or on behalf of, a government, governmental department, agency, instrumentality or public authority;(c) is an officer, employee or representative of, or otherwise acts in an official capacity for or on behalf of, a state-owned or state-controlled enterprise or other entity in which a government has a controlling interest;(d) is an officer, employee or representative of, or otherwise acts in an official capacity for or on behalf of, a public international



	<p>organization, including, without limitation, the United Nations, the World Bank, the International Monetary Fund or any similar body; or</p> <p>(e) is a political party, a senior official of a political party, or a candidate for public office.</p>
"Sanctions"	means any laws, regulations, restrictive measures, embargoes, asset freezes, trade or financial restrictions, travel bans or other sanctions of any nature that are imposed, administered or enforced by any Sanctions Authority.
"Terrorist Financing"	means the direct or indirect provision, collection, receipt, deposit, distribution, use, movement or making available of funds, property or other assets, by any means, with the intention that they should be used, or in the knowledge that they are to be used, in whole or in part, to carry out or facilitate a Terrorist Act, or to support a terrorist, terrorist organization or terrorist group, whether or not the funds or assets are actually used for such purposes.
"UO Group"	means UO and each of its subsidiaries from time to time, including, without limitation, DJM and PFS, and any other entities that are, directly or indirectly, Controlled by UO, and "member of UO Group" shall be construed accordingly.
"Whistleblowing"	means the reporting, in good faith, by any person of a reasonable suspicion or actual knowledge of misconduct, including, without limitation, Money Laundering, Terrorist Financing, bribery, corruption, Fraud, breach of this Policy or breach of applicable laws or regulations, through any of the reporting channels specified by UO Group from time to time.