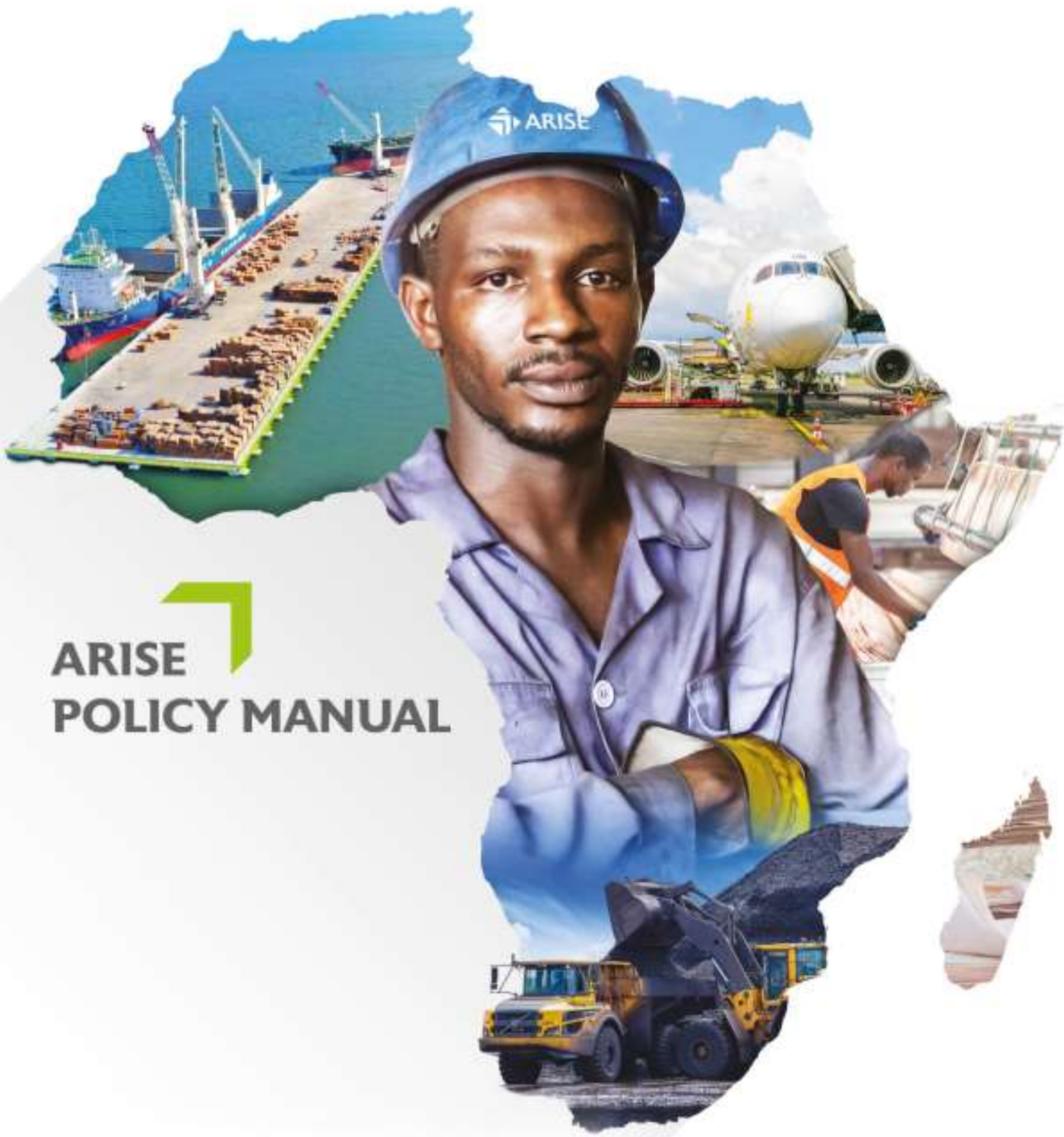

ARISE POLICY MANUAL

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Introduction & Purpose

ARISE **"The Group"** is a pan-African infrastructure developer, committed to make Africa thrive.

This policy dossier outlines the policies, regulations, standards and procedures to be adhered to with respect to various functions across all the group entities. As the company scales up its operations across several countries, it calls for consistent practices being followed across all Group entities, and ensure that the culture and work environment is in line with the organization's values.

The Board of Directors has adopted this Policy manual to assist employees, directors and all stakeholders in understanding the principles of conduct to which they must adhere in order to fulfil the legal, moral and ethical obligations each individual assumes, as an employee or director etc. It serves both as a method to review and reaffirm the high standards of conduct that are associated with ethical business practices and as a corporate-wide statement of ARISE's commitment to these standards.

Each stakeholder is an important contributor to the Group's mission. To ensure effective and efficient operations of the Group entities and provide the best possible work environment, all the individuals to which the policies apply, are expected to adhere to the standards drawn out hereinafter.

Our Vision & Mission

Our Vision: Empowering Africa to achieve sustainable prosperity.

Our Mission: To enable African economic transformation and job creation through value – generating and sustainable industrial ecosystems.

ARISE's Values

At ARISE, our people are our true competitive advantage. They are the architects of the Group's future, transforming the Group's culture into a unifying force for our businesses, across nations. Applied consistently across entities, geography and functional boundaries, it is this culture that elevates our capabilities into strengths, enabling us to develop new businesses and to grow and serve in new countries.

At the heart of our drive for success are our values, the tangible expression of our corporate culture and the foundation of our shared philosophy.

Entrepreneurship	We are bold in our vision, diligent in our design and agile in our execution.
Sustainability	We make long term commitments where sustainability means success.
Integrity	We believe that transparency, ethics and responsibility are crucial to true success.
Partnership	We believe in shared prosperity and empowering partnerships to help every stakeholder reach their potential.

Code of Conduct

ARISE's Code of conduct defines the rules and values governing the organization. It provides general guidance about the group's expectations, highlights situations that may require attention – other than those defined in the policies.

The Code of Conduct expresses the Group's commitment to conducting business ethically. It explains what it means to act with integrity and transparency in everything it does and in accordance with its unique culture and values.

ARISE expects its employees to adhere to the Code of Conduct as outlined in this dossier under HR Module Appendix.

Interpretational Guidelines

The Policy Manual is organized into modules, according to a numeric codification system. There are six major classification bearing a numeric Series Code beginning as per the function name-

i. Environment, Safety & Governance – ES001
ii. Legal – LG001
iii. Human resources – HR001
iv. Risk & Governance – RG001
v. Finance – FN001
vi. Information technology – IT001
vii. Communication – CM001

This codification will help to keep a track of the latest versions approved by the Board of Directors.

User may click on the Function name in the Table of Contents to directly reach at the desired Function's module.

Publication of the Policy Dossier & Inquiries

The policies approved by the Board of Directors shall be available at the link: _____@__.com

Inquiries about the Policy Manual may be directed to Ethics & Compliances Committee (ECC). Constituents of the ECC are –

i. Mr. Alain Saraka (Chief Financial officer)
ii. Mr. Swaminathan Kumaraswamy (Chief Risk & Compliance officer)
iii. Mr. Bhavin Vyas (Chief Environment, Social & Governance officer)

Review & Monitoring

i. On-going review of the manual occurs as new issues and needs arise, that may lead to development of new policies/procedures or to revising existing ones.
ii. Any revision/updation in the policies shall be routed three stages, wherein the change shall be first reviewed by the concerned function head.
iii. Post the approval, the suggested matter shall be sent for the consideration of the Ethics & Compliance Committee (ECC).
iv. ECC shall be responsible for final consideration of the requisite change. After ECC's go ahead, the policy shall be revised and approval from the Board shall be obtained on the revised version.
v. The Group shall periodically review this policy and associated procedures to ensure alignment with key stakeholder expectations, and monitor changes to relevant international standards/agreements mentioned in this policy as well as e.g. the Organisation for Economic Co-operation and Development (OECD) Guidelines for Multinational Businesses, the United Nations Guiding Principles on Business and Human Rights, the UN Convention Against Corruption, the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

Environment, Safety & Governance Module – ES001

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PART A - Smoking, Drug & Alcohol Use Policy

I. Introduction & Purpose

The ARISE Group ("**ARISE**") is committed to conduct its business activities in a way which will achieve a working environment that adheres to the highest possible standards in health, safety, comfort and productivity for all its staff, visitors and members of the public.

The Group recognises the impact that smoking, drugs and alcohol may have upon an individual's ability to work safely and correctly and, as such, the Group aims to ensure a working environment free from smoke (aside from designated smoking areas) and the inappropriate use of substances such as drugs and alcohol.

The purpose of this policy is:

i. To alert employees to the risks associated with smoking, drinking excessive alcohol and using non-medicinal drugs and to promote good practice and a progressive change of behaviour and attitude concerning the use of alcohol and drugs.
ii. To set out the standards expected to protect, improve and sustain the health and well-being of its employees, visitors and the public; in relation to the use of tobacco and in relation to the prohibition of the use of drugs and alcohol.
iii. To raise awareness amongst its personnel by identifying problems in relation to the use of drugs and alcohol at the earliest stages, deal with such problems effectively and consistently and offer support to those who have a problem so that personnel are protected and those affected are encouraged to seek help.
iv. Where, during invoking or considering disciplinary procedures, it is suspected or known that the misdemeanour is alcohol or drug abuse, to consider referring an employee to an external occupational health specialist as an alternative to (and without prejudice to) ARISE's right to take disciplinary action.

II. Applicability

This policy applies to everyone who carries out work for ARISE across its various entities and jurisdictions, including:

i. The Boards of Directors of all ARISE entities across the Group
ii. All ARISE employees
iii. Contractors, sub-contractors and agency staff
iv. Consultants
v. Secondees to ARISE from other entities
vi. Work experience or other trainees
vii. Visitors to any of the Group's premises

III. Definitions

1. Drugs are:

i. Illicit drugs in any form (solid, liquid or gas);
ii. Prescribed and over-the-counter drugs;
iii. Solvents;
iv. Mood enhancing or effecting substances of another kind.

2. Drug and Alcohol problems are defined as those which incorporate a variety of behaviours which may be problematic to the individual and/or ARISE as an organisation. These behaviours may be erratic, irrational or abnormal arising from use of drugs/ alcohol and may result in causing danger to themselves or others.

IV. Policy

1. Standards on Drugs & Alcohol

The following guidelines on drugs and alcohol must be followed by all ARISE personnel to whom this policy is applicable.

i. The use, possession, distribution, sale or offering to buy illicit drugs within the premises of ARISE or customers and suppliers, during working hours, are absolutely prohibited.
ii. The use, possession, transportation, distribution, sale or offering to buy illicit drugs whilst using vehicles belonging to ARISE or vehicles hired by ARISE from a third party is absolutely prohibited.
iii. Consuming, possessing, distributing, selling or offering to buy alcoholic beverages within the premises of ARISE and its customers and suppliers during working hours is absolutely prohibited.
iv. Consuming, possessing, transporting, distributing, selling or offering to buy alcoholic beverages whilst using vehicles belonging to ARISE or vehicles hired by ARISE from a third party is absolutely prohibited.
v. It is prohibited for ARISE personnel to report to work under the influence of alcohol or drugs.
vi. ARISE reserves the right to conduct alcohol and/or drug testing or hire a third-party administrator to conduct alcohol and/or drug tests in situations when an employee, hired directly or via a third party, is involved in an accident and/or exhibits suspicious or questionable behaviour. If, having undergone such tests, it is confirmed that the person has been positively tested for alcohol and/or drugs, or if he/she admits to having an alcohol/drug problem, ARISE reserves the right to suspend him/her from work to allow the Group to decide whether to deal with the matter under ARISE's disciplinary procedures.
vii. ARISE reserves the right to search personnel or any of their property held on ARISE's premises at any time if the person's Line Manager believes that the prohibition of substances is being or has been infringed. If anyone refuses to comply with the search procedures, such refusal will normally be treated as amounting to gross misconduct and will entitle ARISE to take disciplinary action.

Note - Should such action be carried out by a professional hired by a third party, he or she will be relieved from work such that he/she no longer provides services to ARISE.

2. Standards on Smoking

The following guidelines on smoking must be followed by all ARISE personnel to whom this policy is applicable:

i. Smoking is strictly prohibited on all ARISE's premises or its vehicles (whether a driver or a passenger), including the grounds and car parks and all entrances and exits to its premises.
ii. The only exception to this ban is that smoking is permitted where there are designated areas for smoking.
iii. All employees (temporary, permanent or otherwise) and visitors are expected to abide by the terms of this policy. Where necessary, the receptionist or an employee greeting a visitor will, as appropriate, inform the person of this policy. Suitable no smoking signage will be posted at all main points in ARISE buildings.
iv. An employee smoking on ARISE's premises except in designated smoking areas, will be committing a serious offence and may be subject to disciplinary action in accordance with ARISE's disciplinary procedures and in line with local employment regulations.

V. Key Responsibilities

i. ARISE expects all Line Managers to do the following in respect of their own unit:
   a. Promote this policy and ensure its effective implementation
   b. Ensure that they understand their responsibility for action and confidentiality to ensure consistency of approach.
   c. Be alert to the signs of misuse of alcohol and drugs and deal with individual cases in accordance with this policy.

ii. All employees are expected to:
   a. Take personal responsibility for their own alcohol consumption and to understand that drug use is prohibited; and
   b. Communicate and co-operate with management if you suspect that a colleague is using drugs or alcohol which is affecting their work. (Refer Appendix-I for “Common signs of drug and/or alcohol dependence”).

VI. Sanctions & Disciplinary Measures

The Group will consider taking disciplinary action under its disciplinary procedures which may lead to dismissal where either:

i. If, having undergone alcohol or drug testing, it is confirmed that the person has been positively tested for alcohol and/or drugs, or if he/she admits to having an alcohol/drug problem; or
ii. If any person is involved in an accident and/or exhibits suspicious or questionable behaviour and if, having undergone an alcohol or drug test, it is confirmed that the person has been positively tested for alcohol and/or drugs, or if he/she admits to having an alcohol/drug problem; or
iii. If there is suspicion that any prohibitive substances are being kept on the Group Company’s premises and if any personnel refuses to comply with search procedures on their property held on Company’s premises at any time.

PART B- Health & Safety Policy

I. Introduction and Purpose

ARISE is committed to providing a healthy and safe workplace for our employees, contractors and visitors.

Our vision is to have a 'Zero harm culture' that is delivered through safety leadership and embodied in line with 'Our Corporate's Shared Values'.

Our Goal is to deliver a world-class Health & Safety programme at our Projects, through effective workplace risk management as far as practically possible as a core capability.

II. Policy

To achieve the abovementioned goal, the Group shall:

i. Implement a safety management programme based on safe systems of work, including but not limited to Risk Assessment and Mitigation, Standard Operating Procedures, Emergency Response Plan and Permit To work System.
ii. Encourage and utilize every opportunity to develop consultation between management, employees, contractors and other interested parties on those matters affecting Health and Safety at the workplace.
iii. Form a Safety committee with Business Head as Chairperson and with representation from both Management and Workers to identify, assess and eliminate risk or implement risk mitigation actions based on risk prioritisation at Workplace.
iv. Establish Specific, Measurable, Achievable, Reliable and Time (SMART) bound health and safety goals and targets supported by necessary processes to achieve progress.
v. Maintain robust conformance assessments using internal and external auditors.

For the management and implementation of all policies, the Group shall:

i. Conduct business with integrity and in compliance with the relevant laws of the nation where the it operates and in accordance with recognised international and national standards, guidelines and processes.
ii. Ensure all levels of the management accountable for applying the policy in their business decisions.
iii. Ensure all employees, business partners, contractors, suppliers and visitors understand this Policy, their own responsibilities, accountabilities and receive appropriate training and support for delivering successfully.
iv. Establish strategies and management systems to create and prioritise SMART objectives and execute improvement plans that are aligned with business goals and address significant risks, impacts and opportunities.
v. Ensure Effective Communication to all employees, contractors, visitors and other interested parties through meaningful and accurate information regarding Health and Safety performances to demonstrate continual progress towards commitments made in the Group's policies.

PART C- Environmental, Social & Governance Policy

I. Introduction & Purpose

Through its business activities, and as well as delivering competitive returns for our investors, the Group **("ARISE")** seeks to benefit society through economic and social development.

The Company believes that maintaining high Environmental, Social, and Governance (ESG) standards is the best way to mitigate risk and a compelling opportunity to create value through better governance, generate positive social outcomes and reduce our environmental impact.

II. Objectives

The Group's ESG objectives are to:

i. Comply with applicable national law and international industry standards, whichever is higher;
ii. Assess, address and monitor the environmental, social risks and negative impacts of the operations, including occupational health and safety hazards and potential impacts on local communities;
iii. Uphold high standards of business integrity and honesty, and not to pay, solicit or accept bribes in any form either directly or indirectly; and
iv. Operate to the highest ethical and good corporate governance standards and uphold best ESG practice in all aspects of the business.

The Group will seek to achieve these objectives for itself and its investments by:

i. Continuously working towards achieving compliance with international standards, in particular the IFC Performance Standards on Environmental and Social Sustainability, the World Bank Group Environmental, Health and Safety Guidelines, the UK Bribery Act, and the US Foreign Corrupt Practices Act;
ii. Providing a healthy and safe workplace with a zero-harm culture;
iii. Evaluating, as relevant, the climate change risks and estimating the annual greenhouse gas footprint of its investments;
iv. Using all reasonable endeavours to avoid investments that involve the destruction of or significance impact on High Conservation Value Areas[1];
v. Treating employees fairly in terms of recruitment, progression, terms and conditions of work and representation, and ensuring consultative work-place structures and associations that provide employees with an opportunity to present their views to management;
vi. Adopting a responsible approach to tax, including making tax payments in accordance with applicable law and where value is created, and ensuring annual accounts are audited in accordance with internationally recognised accounting standards (such as the International Financial Reporting Standards); and
vii. Taking a zero-tolerance approach to bribery, corruption and financial crime, and implement a whistleblowing procedure that allows suspected violations to be reported anonymously and without fear of retribution.

III. Policy

i. To fulfil its purpose, the Company and its investments will:
    a. Implement a management system to enable effective identification, assessment, management and monitoring of ESG risks and opportunities throughout the lifecycle of its investments, from the identification of new opportunities to the active management of investments;
    b. Assign ESG responsibilities to effectively oversee the implementation of this policy and ensure all levels of management are accountable for applying this policy in their business decisions;

[1] High Conservation Value Areas are defined as natural habitat, which are of outstanding significance or critical importance due to their high biological, ecological, social or cultural values

   c. Work with business counterparties, particularly joint venture partners, contractors and major suppliers, who agree to respect the ESG objectives in this policy; and
   d. Deal with regulators in an open and cooperative manner, as well as engage proactively with stakeholders and disclose relevant information.

ii. The Company shall not invest in businesses/projects that:
   a. Are in a country or involve a person, group or entity subject to international trade embargoes or sanctions[2] at the time of investment;
   b. Employ forced labour[3] of any kind;
   c. Allow children[4] to form part of their workforce; or
   d. Pay wages which are below industry or national minima.

iii. The Company also recognises its responsibilities relating to transportation and uses best endeavours to ensure that investments do not knowingly distribute products deemed illegal under applicable national laws or international conventions/ agreements such as certain:
   a. Hazardous chemicals[5] and PCBs[6];
   b. Hazardous waste[7];
   c. Radioactive materials and nuclear weapons[8];
   d. Ozone depleting substances[9]; and
   e. Endangered or protected wildlife or wildlife products[10].

[2] Imposed by the UN or EU
[3] Forced labour means all work or service, not voluntarily performed, by an individual under threat of force or penalty as defined by ILO Conventions
[4] Children may only be employed if they are at least 15 years old, as defined in the ILO Fundamental Human Rights Conventions (Minimum Age Convention C138, Art. 2), unless local legislation specifies compulsory school attendance or the minimum age for working. In such cases the higher age shall apply. Workers below the age of 18 should not be engaged in hazardous work.
[5] Rotterdam Convention/PIC Convention on Certain Hazardous Chemicals in International Trade
[6] Stockholm Convention on Persistent Organic Compounds (POPs)
[7] Unless according to the Basel Convention
[8] Treaty of Non-Proliferation of Nuclear Weapons (NPT) and Treaty of Pelindaba.
[9] Montreal Protocol on Substances that Deplete the Ozone Layer
[10] Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES)

PART D- Greivance Mechanism

Include this in master document.

I. Introduction & Purpose

The purpose of the Grievance Mechanism is to ensure a legitimate, accessible and consistent mechanism for receiving, investigating, consulting on, responding to and resolving formal complaints or concerns that may arise as a direct result of ARISE operations.

The Grievance Mechanism provides measures so that the impacts of ARISE operations on stakeholders and local communities can be monitored and, if needed, operations or policies can be adjusted to reduce adverse impacts. Grievance Mechanism Procedure is also not for incident reporting but may manage grievances arising from incidents.

All staff members who are in direct contact with the local community shall familiarize themselves with this document. It is of particular relevance to:

i. E&S Managers, who will be receiving grievance from stakeholders;

ii. The various Department Leads who will have to be part of the grievances analysis, solution finding and completion of actions.

NOTE: Workers' grievances will be handled by Grievance Mechanism in the HR module.

II. Grievance Mechanism Principles

The Grievance Mechanism is based on the following principles from the IFC Performance Standards (2012) as shown below:

Responsibility	Task
Accessibility	i. Accessible to all affected stakeholders. Factors that affect accessibility to the mechanism include: location, access to technology, language barriers, literacy.
Regular Communication	i. Grievance Mechanism should be publicized to all stakeholders. ii. Information will be provided in a format and language readily understandable to the local population.
Transparency	i. Process will be transparent, readily understandable and appropriate for all affected stakeholders, in particular vulnerable populations. ii. Indicate at the outset who is expected to use this procedure. iii. Assure potential users that there will be neither costs nor retribution associated with logging a grievance.
Efficiency	i. Publicly communicate and adhere to a timeframe in which all recorded complaints will receive a response. ii. Grievant will be made aware of when they can expect to be contacted and/ or receive a response to their complaint.
Fairness	i. Measures will be put in place to ensure fairness of process for affected parties. ii. If a resolution cannot be reached, an independent third party will mediate between the company and the grievant.
Written Records	i. All grievances will be formally recorded/ documented in the Stakeholder Consultation and Grievance Mechanism System (SCGMS).

III. Policy

i. The Group values stakeholder engagement at all levels and recognizes that one of the pillars of sustainable development is achieving and maintaining a project's social license to operate. Engagement with the communities in which we operate is a long-term commitment, which requires equitable and transparent means of communication. This engagement is a mainstay of the Group's aspirations for continuous improvement, facilitating the identification, monitoring and mitigation of the social and environmental impacts of projects.

ii. To that end, and as an integral part of ARISE's Stakeholder Engagement Plan (SEP), it has developed a Grievance Mechanism based on Good International Industry Practice (GIIP), including IFC Performance Standards, and examples across various industries and from traditional or customary means for resolving grievances.

iii. All operators working for the Group will appropriately implement and manage grievances through this Grievance Mechanism, and ensure that all stakeholders have access to this mechanism and are not discriminated against in relation to raising a grievance. Stakeholders should be reassured that if they raise a grievance against the Group Company, they will be protected from retribution of any kind.

IV. Key Responsibilities

i. The E&S Manager(s), will be responsible for supervising the implementation of the Grievance Mechanism throughout the life of the respective companies.

ii. Community representatives (Neighbourhood Chiefs, Municipal administrators) will also be involved in the management of grievances, helping to ensure that the mechanism is understood by all community members, providing support to community members to lodge grievances as necessary, and providing support for conflict resolution in case of appeals.

iii. Upon the implementation of this procedure, the E&S Manager will initiate the engagement process with stakeholders including community representatives that will have a role in the implementation of the Grievance Mechanism. They shall be unbiased and trusted community members who can assist in the mediation and resolution of grievances.

iv. In addition to the roles outlined in Annexure II, a select group of managers and staff may be given the authority to implement steps and actions when required to resolve certain issues directly with a grievant, without the need for referral. The types of issues that can be resolved directly shall be agreed in advance with E&S/HSE Team and Business Head. The delegation of authorization to selected staff to resolve grievances directly will be the responsibility of Operations Head.

V. Training & Communication

i. The E&S/HSE Team will hold an induction for management and staff which are in direct contact with communities on

  a. how to implement and manage the Grievance Mechanism.
  b. how to actively listen for and register grievances.
  c. grievance management ethics.

ii. Community members involved in the implementation of the Grievance Mechanism (Neighbourhood Chiefs and the Local Administration) will be trained by the Group Company on the procedure and protocol for filing a grievance.

iii. Stakeholders shall be informed about the Grievance Mechanism by the E&S Team through consultation activities, such as public meetings and letters/ leaflets, as well as through ad-hoc engagements. Special consideration will be given to vulnerable and harder-to-reach groups.

iv. E&S Team will undertake the initial engagement with the local community to disclose the Grievance Mechanism. Ongoing communication of the Grievance Mechanism to community members will also be realized. The community representatives will also be involved in communicating the Grievance Mechanism to their community members.

v. When communicating the Grievance Mechanism to protect affected stakeholders, as a minimum the responsible party should communicate the following:

  a. Who is eligible to use the mechanism?
  b. What can be classified as a grievance (provide examples)?

c. How and where to file a grievance?
d. Steps for resolving grievances including grievance investigation process.
e. Different types of responses typically provided to the grievant, including timing of responses.
f. How the mechanism works in comparison to third party mediation or litigation?

VI. Types of Grievances

i. **General Grievances -** A number of commonly anticipated grievances may be raised by stakeholders, including but are not limited to:
   a. Noise and pollution;
   b. Roads and traffic;
   c. Job allocation (e.g. no or insufficient jobs created for local communities)

ii. **Grievances Requiring Compensation -** Compensation will deal with grievances that are caused by operations or construction related activities and that relate to:
   a. Accidental damage to buildings, structures, equipment, machinery, land, livestock, water resources and graves.
   b. Accidental clearance of vegetation or structures outside of the site's boundary.
   c. Road traffic accidents that impact crops, land, buildings or structures.
   d. Damage to land or crops from spillages.

VII. Grievance Mechanism Procedure

The Grievance Mechanism has been elaborately explained below covering all steps from grievance submission, investigation to grievance resolution. The process may be updated as the Project progresses, based on feedback from community members and company's staff.

STEP 1: Submitting a Grievance

i. Stakeholders can lodge grievances in writing using the Grievance Submission Form for Local Communities (refer Appendix III). If a stakeholder is unable to submit a written grievance, they can submit a grievance verbally, and a staff member of E&S/HSE team, appointed personnel, Local Administration or neighbourhood Chief shall record the grievance on their behalf.
ii. A Grievance Submission Form must be submitted for the resolution process to begin.
iii. Grievance Submission Forms will be made available at designated points such at the main control gate of Sites, at the Local Administration Office and with the neighbourhood chiefs or at other readily accessible points.
iv. Stakeholders shall be able to lodge a grievance at the main security control gate or by telephone or letter. Grievances may also be lodged with Neighbourhood Chiefs or the Local Administration who will pass the grievance on to the Group company.
v. Provisions should be made for stakeholders who wish to communicate their grievances verbally, are unable to write, wish to remain anonymous or feel uncomfortable approaching a Neighbourhood Chief or otherwise, to access the Grievance Mechanism and lodge a grievance (e.g. grievance call line, submission boxes in remote areas).
vi. Neighbourhood Chiefs and the Local Administration's representative(s) shall be trained in the protocol for completing the Grievance Submission Form and can assist stakeholders wishing to make a grievance but shall not negotiate on the Group's behalf. The Neighbourhood Chiefs or Local Administration representative shall assist illiterate stakeholders in completing the Grievance Submission Form.
vii. Neighbourhood Chiefs or Local Administration representative are responsible for submitting the Grievance Submission Form to the Group Company within 24 hours.

STEP 2: Recording Grievances

i. Upon receiving a Grievance Submission Form, the E&S/HSE Team will begin filling out a new Grievance Report Form (refer Appendix IV), which will be used to log the grievance in the Grievance Log. All grievances should be logged within **24 hours** of being submitted. The Grievance Log is the SCGMS which will be used for logging, tracking all grievances and monitoring the implementation of the Grievance Mechanism.

STEP 3: Acknowledgement

i. The grievant will receive acknowledgement that their grievance has been received and logged within **48 hours** of the grievance being recorded in the SCGMS.
ii. A copy of the Grievance Report Form and letter of acknowledgement will be generated and provided to the grievant (if possible), stating the date the grievance was received, and when the Group Company is likely to provide a formal response to the grievant.
iii. If it is not possible to physically deliver the copy of the Grievance Report Form and letter of acknowledgement to the grievant, then the grievant will be informed verbally (most likely a telephone call to the grievant) and a record of this communication will be made in the SCGMS. The grievant will also be informed that a copy of the Grievance Report Form and acknowledgement letter will be kept on record and provided to him/ her, when requested.

STEP 4: Analysis, Investigation, Consultation and Developing a Resolution

The E&S/HSE Team shall assess the significance of the grievance and categorize it in accordance with the following categories:

- **Low Priority**: a local, isolated or one-off complaint.
- **Medium Priority**: widespread and/or ongoing complaint, e.g. noise, vibration and dust during operations.
- **Critical Priority**: potential for significant breach of the ARISE policies (including national permits and international conventions that the Group is committed to comply with) and/ or negative media attention.

Grievance categorization and response

Grievance Priority	Description	Response Timeframe	Type of Response
Low Priority	Local, isolated or one-off complaint.	Grievance response within 14 days	E&S/HSE Team to coordinate internal response to grievance.
Medium Priority	Widespread and/ or ongoing complaint, i.e. noise, vibration and dust during operation.	Grievance response within 7 days	E&S/HSE Team to involve relevant staff to investigate complaint.
Critical Priority	Potential for significant breach of ARISE policies and/ or negative media attention.	Grievance response within 3 days	E&S/HSE Team will refer grievance to the Business Head, who will liaise internally with Department Leads to organize priority team to investigate the complaint as a matter of urgency. Business Head may decide to halt activities for the investigation and to allow time for mitigation to be determined.

i. E&S/HSE Team shall aim to close the grievance within the response timeframes outlined in the above, or within at least 30 days of receiving a grievance, as far as possible. This categorization shall be updated and refined as required.

ii. When developing a response to a grievance, the E&S/HSE Team should consult with relevant parties (this could include management team members, staff, Neighbourhood Chiefs, witnesses from the Local Administration) to obtain guidance and further information in order to develop a well-informed proposal for resolution. The grievant may also be approached by the E&S/HSE Team to provide more details during the investigation or to discuss potential next steps. Furthermore, it is advisable that the source of a grievance is assessed where possible (e.g. a property that was damaged).

iii. Any consultation with stakeholders during the investigation of a grievance should be noted in the SCGMS. If the grievance is complex and requires a lengthier investigation then the grievant should be notified in writing and verbally with reasons for the delay.

iv. Once enough information has been gathered and the root of the grievance is identified, clear, time-bound and measurable steps to resolve the grievance should be proposed to the grievant verbally and in writing. The proposed resolution must be recorded in the SCGMS using the Grievance Report Form.

v. **Escalation of Grievances**- The escalation metrics outlined below shall be followed in the event that the targeted response timeframes are not met.

Grievance Priority	Escalation Chain	Updated Response Time Frame
Low Priority	14 days: Notify E&S Manager	4 days
	21 days: Notify site's Operations Lead	2 days
	23 days: Notify Business Head	1 day
	24 days: Notify Chief ESG Officer	same day
Medium Priority	7 days: Notify E&S Manager	3 days
	10 days: Notify Business Lead	2 days
	12 days: Notify site's Operations Lead	1 day
	13 days: Notify Chief ESG Officer	same day
Critical Priority	3 days - Notify Site's Operations Lead	1 day
	4 days - Notify Chief ESG Officer	same day

STEP 5: Providing a Response and Agreement on Next Steps

i. E&S/HSE Team will communicate the outcome(s) of the investigation to the grievant and request feedback on the resolution. This initial response will include a summary of what actions are planned to resolve the grievance and when they are likely to be implemented, or an explanatory note clarifying why action is not required. The response will be in writing, although a verbal response will also be provided where appropriate.

ii. The grievant will be asked to give their feedback on the proposed course of action within **five** working days. If the grievant agrees with the next steps, they will co-sign with the company in Grievance Report Form to acknowledge agreement on the proposed actions for resolution.

iii. Agreement should be recorded in the SCGMS and the actions delegated to appropriate personnel by the Department Lead or Business Head. Although the resolution of the grievance cannot be time-bound, the appropriate steps and actions to resolve the grievance should be completed in a thorough and prompt manner.

iv. **Rejection of proposed resolution by the grievant-**

   a. Any rejection by the grievant should immediately be reported to the Business Head. If the category of the grievance is critical it should be immediately reported to ESG Corporate Head.

   b. If the grievant does not agree with the proposed actions, then the case may be put before a designated appropriate third party in order to find an alternative resolution. The company must inform the grievant that their case is being put forward to a third party prior to this occurring. If the grievant is not happy with their grievance being put forward to the proposed third party they may suggest an alternative third party to seek guidance regarding grievance resolution. This will be dealt with on a case-by-case basis.

   c. The company shall engage with the selected third party within **48 hours** of the grievant rejecting the proposed resolution. All background information on the grievance shall be provided to allow the third party to have a full understanding of the grievance.

   d. The third party shall be responsible for reviewing the proposed resolution put forward by the company, and shall deliberate internally regarding what is the best course of action for grievance resolution. The proposed resolutions shall be put forward to the company for discussion. Once the company and the third party agree on the proposed resolution it will be put forward to the grievant.

   e. A meeting between the company, the grievant and the third party will be held within **5 days** of the grievant receiving the revised proposed resolutions to discuss and agree a way forward. During the meeting, the grievant will be invited to provide feedback to ARISE.

   f. All actions will be logged in the Grievance Report Form and the SCGMS. If no steps can be agreed, then litigation may be sought.

v. **Rejecting a Grievance**

   a. Decision to reject a grievance must be approved by E&S Manager, O&M and Business Head.

   b. If evidence or a lack of evidence demonstrates the grievance is unfounded, a letter of rejection including the rationale behind the decision will be provided to the stakeholder. The grievance may only be resubmitted for appeal once, must be resubmitted within 30 days, and must address the comments provided by the company in the rejection letter. If the grievance is rejected again after being resubmitted for appeal, it may not be raised again unless there is new substantiating evidence.

   c. If a grievance is rejected, consideration should be given as to whether this grievance is arising from a misperception due to a lack of information. Should this be the case, E&S/HSE Team, Neighbourhood Chiefs and the Local Administration will provide relevant information to the individual, and efforts should be made to share this with the broader community to prevent similar grievances arising in the future.

STEP 6: Resolution and Follow Up

i. When corrective actions are agreed upon between group company and the grievant, relevant personnel assigned to the case will be responsible for ensuring that they are implemented.

ii. It is the responsibility of E&S/HSE Team to inform the grievant on the progress of implemented corrective actions. If the grievant is satisfied with the steps that have been taken they must sign-off the Grievance Report Form to signify the closing of the case. If the completed actions have not resolved the issue to the satisfaction of the grievant, the latter and the Group Company must identify where the shortcoming was and/or propose further steps. The date of the follow-up and whether or not the grievance was resolved, and any further action shall be noted in the SCGMS.

iii. **Monitoring**

a. The E&S/HSE Team will provide daily reports to Operations Head on any grievances raised that day and status of existing grievances.

b. A weekly Grievance Monitoring Report summarizing grievances that have occurred and actions taken, as well as trends, will be submitted to Business Head.

c. Active monitoring by the Group of the outcome/ resolution of individual grievances may be required depending on the severity of the grievance; however, this will be agreed between general management on a case-by-case basis.

d. All staff involved in grievance management will have access to the Grievance Log, which can be used to track existing grievances.

iv. **Review, Feedback and Reporting**

a. Weekly reporting on the grievance mechanism will be made to the Operations Head.

b. A regular system for reviewing and providing feedback to management and other stakeholders, such as a bi-annual Steering Committee meeting, should be implemented. Additionally, to ensure continuous improvement, the Grievance Mechanism should be adjusted where needed based on feedback from stakeholders and staff involved in the Grievance Mechanism implementation. Any changes should be communicated to all relevant parties.

PART E- Supplier Code

I. Introduction & Purpose

The Group "**ARISE**" wishes to pursue long-term relationships with its suppliers which shall be based on responsible business practices and trust.

Supplier Code provides a comprehensive set of conditions to support it in its goal to purchase products and services that are produced and conducted in a manner that is socially responsible, economically viable and environmentally suitable as far as practicable.

The Code establishes the standards to which all suppliers of the Group shall adhere to. By acceptance of this Code, the supplier commits to uphold these conditions.

For the purpose of this document, "supplier" means any entity that sells goods or services to the ARISE Group Companies.

II. Principles

A part of social policy in the company?

By acceptance of this Code, the supplier agrees to:

i. **Commit to corporate governance and integrity by:**
   a. Complying with all relevant applicable laws and regulations that govern their operations, business, industry, trade and personnel, and respect contractual obligations.
   b. Prohibiting any corrupt or unethical practices, such as paying bribes for any purpose. The Group understands a bribe as being an inducement or reward offered, promised or provided to gain any commercial, contractual, regulatory or personal advantage. A bribe can be any form of payment, benefit or gift which is offered or given with the purpose of influencing a decision or outcome.
   c. Adhere to due diligence system requirements, including the provision of related documentation.

ii. **Guarantee the quality of goods and services by:**
   a. Meeting the quality, Health and safety standards required by the group, regulatory requirements and applicable laws.
   b. Wherever possible and requested, provide traceability of the material along the upstream supply chain
   c. The supplies and equipment chosen are in perfect condition and in commensurate to the work to be done.

iii. **In case of Hazardous chemicals or** products to be used the supplier must comply with all requirements and precautions as per Material Safety Data Sheet. In case of accidental spill all necessary measures to minimize the impact must be taken by the supplier. Ensure no exploitation within their operations by:
   a. Complying with the International Labour Organization (ILO) Convention 138 on the Minimum Age of Employment and Convention 182 on the Worst Forms of Child Labour (is a prerequisite when applicable in the relevant jurisdiction).
   b. Not using forced, involuntary or slave labour, including but not limited to bonded, indentured, involuntary prison labour, as well as trafficked human beings.
   c. Creating an inclusive work environment that avoids any form of discrimination. All forms of harassment, including sexual harassment, intimidation, and abuse or threat are not permissible.
   d. Respecting employees' rights to form and join unions or other associations, and to bargain collectively
   e. Providing fair wages and benefits that are in accordance with applicable laws, industry standards and collective agreements.
   f. Complying with all applicable ILO standards, national legal requirements and industry standards pertaining to working time.
   g. Providing an adequate and safe work environment and accommodation (where provided) in accordance with applicable national health and safety laws and international conventions and standards.
   h. Preventing accidents and injury arising out of, associated with, or occurring during work, by minimizing causes of hazards in the work environment.
   i. Encouraging gender equality, equal access and empowerment of women

iv. **Respect the natural environment by:**
   a. Complying with all relevant applicable laws and regulations relating to the protection of the environment, including Environmental and Sustainability policy.
   b. Avoiding contamination or pollution of water sources on and around company's facilities, and conserving water resources.
   c. Complying with all the Group's environmental procedures and internal standards.
   d. Maintaining all their vehicles and machinery in good working order and free of leaks of contaminants.
   e. Inspecting and maintaining any equipment installed on the company's site, which may represent a source of contamination for the property.
   f. Minimizing, recovering or reusing waste where practicable and disposing of waste in line with local regulations.
   g. Using fossil fuels and non-renewable resources efficiently and investigating alternatives where practicable.
   h. Upholding all applicable laws and relevant industry guidelines for the protection and humane treatment of animals.

v. **Respect local communities by:**
   a. Preventing and adequately addressing any adverse health and safety impact of their operations on surrounding communities.
   b. Respecting the rights of local communities and indigenous people and their cultural heritage, including Free, Prior and Informed Consent for new developments
   c. Not participating in or benefitting from illegal forced relocations.
   d. Employing and sourcing goods and services locally whenever practicable.

vi. **Ensure compliance by**:
   a. Making their suppliers and business partners fully aware of this Code, of the Group's HSE requirements and its meaning.
   b. Communicating the contents of this Code, and the Group's HSE requirements to its employees.
   c. Advising the company immediately of any issues that are inconsistent with the principles of the Code, and of the HSE requirements.

vii. **Anti-bribery:**
   All the parties claim that, to the best of their knowledge, none of its officers, directors, employees, or any person acting on their behalf has engaged in any activity or conduct that consists of or consists of a violation of:
   a. all anti-corruption laws; &
   b. any applicable laws relating to economic or commercial sanctions in any jurisdiction.

viii. **Engagement of all the parties:**
   The Parties undertake to:
   a. respect the terms diligently;
   b. to inform each other of the elements known or to be known concerning the missions solicited;
   c. to cooperate in good faith and to ensure the proper performance of their respective obligations;
   d. notify the other Party as soon as it becomes aware of any anomalies;
   e. to keep confidential all information which it will have become aware in the context of the execution of this supplier code.

III. Declaration & Contract Condition

A declaration shall be filled & signed by the contractor/subcontractor confirming that the supplier will comply to the standards laid out in this code. (Refer Annexure V, Annexure VI, & Annexure VII of this module).

Appendices

Appendix I - Common Signs of Drug and/or Alcohol Dependence:

i. Reduced work performance
    a. Difficulty in concentrating
    b. Impaired memory
    c. Confusion
    d. Periods of high and low productivity
    e. Higher accident levels
    f. Lowered quality/quantity of work
    g. Missed deadlines and appointments
    h. Increased mistakes

ii. Absenteeism and timekeeping
    a. Poor timekeeping
    b. Arriving late / leaving early
    c. Unexplained disappearances
    d. Long coffee / lunch breaks
    e. Increased Friday / Monday absence
    f. Excessive levels of sickness and absence
    g. Unprovable excuses for absence
    h. Imprecise medical certificates

iii. Personality changes
    a. Mood changes
    b. Irritability
    c. Frication with colleagues
    d. Overreaction to criticism
    e. Depression
    f. Paranoia
    g. Confusion

iv. Physical signs
    a. Smelling of alcohol
    b. Lack of hygiene
    c. Unkempt appearance
    d. Tremors, sweats, dilated / constricted pupils, marked skin etc

Appendix II– Roles & Responsibilities under Grievance Management Mechanism

PART A – ARISE Responsibilities

Title	Role	Responsibilities	Reporting
E&S/HSE Team	Provide assistance and direction to respective O&M Head, and monitor the implementation of the Grievance Mechanism in line with overall ARISE procedures and policies.	Initiate the engagement with the Local Administration and neighborhood chiefs.	i. Weekly reporting to respective Operations Head. ii. Contributes to the preparation of annual Grievance Monitoring Report.
		A grievance Management report shall be prepared and shared with Business head and Chief ESG officer on a monthly basis. This report shall consist of the details of actions taken and status of all grievances received by the business for that month	
		Oversee initial communication of the Grievance Mechanism to communities to Community Representatives and Local Administration representative on the Grievance Mechanism and ethics of the process.	
		Oversee and assist the appointment of community representatives ensuring there is sufficient representation of disadvantaged and vulnerable groups (ensure woman, minority ethnic groups, landless and migrants are sufficiently represented).	
		Oversee the implementation of the Grievance Mechanism on monthly basis to ensure that there are no outstanding grievances and check if assistance from the Group is required.	
		Involve Business Head or other Management team in resolution of complex grievances where necessary.	
		For any complaints or concerns raised verbally (by phone or in person), explain the Grievance Mechanism process to the grievant and request that they complete a Grievance Submission Form for Local Communities (with assistance if needed).	
		Upon receipt of a grievance, complete Grievance Report Form.	
		Manage all communications with grievant.	
		Ensure Grievance Submission Forms for Local Communities are available with community representatives and at agreed locations.	
		Collect Grievance Submission Forms on a weekly basis from Community Representatives.	
		Review Grievance Submission Forms received to ensure they have been correctly completed.	
		Investigate grievances to ensure they are valid, with support from Community Representatives and the Local Administration, as necessary.	
		Review the process with the aim of improving the Grievance Mechanism or identifying problems encountered while implementing the procedure to allow for improvement.	
Community Liaison Officers	Will act as liaison between ARISE and surrounding communities and assist the E&S/HSE team in the management grievances that are the responsibility of ARISE.	Assist in the process to select community representatives.	As required to E&S Manager and O&M Head.
		Assist in the initial engagement between the Group Company, the stakeholders, Local Administration and neighborhood chiefs.	
		For grievances that are the responsibility of the Group Company, assist the E&S/HSE team in: i. The management of all communications with grievant. Ii. The investigation and resolution of claims in line with the Grievance Mechanism Procedure.	
Operations Head	Reports to Business Head and manages E&S/HSE Team.	Oversee that the necessary staff, resources and systems are in place to allow effective internal communication of the Grievance Mechanism and to enable the Grievance Mechanism to be implemented.	i. Reviews the quarterly Grievance Monitoring Report. ii. Reviews the annual Grievance Monitoring Report
		Provide on-going advice and support to E&S Manager and advise CLOs or operational teams, where relevant, to develop a grievance resolution proposal.	
		Work alongside E&S Manager, corporate management and communications teams to develop resolutions for grievances that pose a significant risk to ARISE's reputation and/ or that attract broad media coverage.	
		Oversee resolutions for grievances that require a change in operational practices or policies by working with the operations team and providing necessary training or appropriate information to facilitate a change in operational practices or policies.	
		Implement and monitor the use of ARISE's internal corporate requirements for environmental and social management by contractors and sub-contractors.	

PART B – Local Community

Title	Role	Responsibilities	Reporting
Community Representatives	One community representative per neighborhood. Neighborhood Chief will represent the neighborhood close to ARISE Site. Community representatives will act as local points of contact to assist the community members in understanding Grievance Mechanism and submitting grievances.	Support the implementation of the Grievance Mechanism by communicating it to community members so that it is understood and used appropriately.	i. Attend project meetings (when invited) ii. Feedback on community's perception and use of the Grievance Mechanism to the company. (when requested).
		Distribute the Grievance Submission Forms for Local Communities to community members.	
		Assist illiterate members of their community to complete the Grievance Submission Forms.	
		Review of Grievance Submission Forms received to ensure they have been correctly completed and submit to the company within 48 hours of the grievance being lodged by the grievant.	
		Assist in communicating to the grievant when their grievance has been resolved or rejected and who they should contact should they wish to appeal the response to their grievance.	
		Provide feedback to the company on the procedure.	
Local Administration *(or his representative)*	Spokesperson for local community. Liaises between Community Chiefs and the Group Company.	For any grievances raised directly to the Local Administration, explain the Grievance Mechanism process to the grievant and request that they complete a Grievance Submission Form (with assistance if needed).	i. Attend project meetings (when invited). ii. Contribute to annual review of Grievance Mechanism. iii. Feedback as required on Grievance Mechanism to ARISE.
		Assist the Group Company in the investigation of grievances and provide advice on resolving grievances where requested.	
		Act as mediator in the case of an appeal and provide third party facilitation, when required.	

Appendix III– Grievance Submission Form for Local Communities & Stakeholders

Grievance Submission Form for LOCAL COMMUNITIES and STAKEHOLDER

Please use this form to report any concerns that you have about ARISE Operation, and provide information about any impacts or damage that have occurred, or ways that you would like us to improve.

1. **Your Information**

We would like to know your name and contact information so that we can speak to you about the grievance, and to provide you with information about how we will respond to make improvements. If you would like to submit this complaint anonymously please leave this section blank.

Name (Last, First):____

Gender: ☐ Male ☐ Female

Village: ____

Address: ____

Occupation: ____

Phone Number: ____

2. **Your complaint**

Please describe the concern or complaint that you have, providing as much information as possible about any impacts or damage, including when and where they occurred.

____

____

____

____

____

____

____

3. **Proposed Solution**

Please provide suggestions on how you would like us to resolve your grievance.

____

____

____

____

____

____

____

4. Recorder's Information

If someone completed this form on behalf of the grievant please provide your information

Name (Last, First):________________________ **Phone Number:** ____________________

Appendix IV – Grievance Report Form

Grievance Report Form for ARISE

Grievance Number: **Submission Date:**

Status of Report

Grievance Number: ____________________________

☐ Open ☐ Closed

Report completed by: ______________________________ ____________________________ _______________

Please Print Name Position Date

Acknowledgement that grievance has been received sent to Grievant within 48 hours:

☐ Yes ☐ No Date________________

1st Response Date: ____________________________

2nd Response Date (for appeals) ______________________________

Date resolution actions completed and grievance closed

Part 1 – Details of Grievant

(To be completed based on information provided in Grievance Submission Form).

Name (Last, First): ____ Gender: ☐ Male ☐ Female

Village:____

Address:____

Occupation:____

Phone Number: ____

Previous Grievances

Has a written report been previously submitted to ARISE by grievant? ☐ Yes ☐ No

If yes, give grievance record number: ____

Recorder's Information (details of third party submitting grievance on behalf of grievant if relevant)

Name (Last, First):_____________________ **Phone Number**: ________________________

Part 2 – Details of Grievance

a. Description of grievance as provided by grievant (to be completed based on information provided in Grievance Submission Form).

____
____
____
____

b. **Grievance type** (list all): ___________________

Does grievance relate to a claim for compensation due to accidental damage or temporary disturbance to economic activity?

☐ Yes - Follow process outlined in the Compensation Plan to address grievance.

☐ No - Complete remainder of Grievance Report Form.

Part 3 - Analysis and Investigation

a. Significance of grievance ☐ Low Priority ☐ Medium Priority ☐ Critical Priority

b. Explanation (provide justification for rating e.g. is this a one of or recurring incident, does it involve risks to Group reputation or breach of policies or regulations):

____
____
____
____

c. Response timeframe:________days

d. Witnesses associated with case (list all)

Name	**Number**

e. Details of staff involved in investigating and responding to grievance (list all)

Name	**Position/Department**	**Company**	**Email / Tel.**	**Date engaged**

f. Details of external stakeholders consulted in relation to grievance (list all).

Name	Title	Company / Village	Contact Tel.	Date engaged	Meeting Notes Reference*

**Upload meeting minutes to the SCGMS and give the reference here.*

g. Description of findings from initial investigation:

____
____
____
____
____

h. Based on initial investigation is grievance valid?

☐ Yes - Go to Part 4

☐ No - Give reasons and go to Part 5

Reasons for rejection of grievance

____
____
____
____
____

Part 4 – Resolution Proposal

a. Resolution Proposal Provided by Grievant
Suggestions from grievant on how they would like grievance to be resolved (based on information given in submission form).

____
____
____
____
____

b. Resolution Proposal Provided by the Group Company

Proposed resolution from the Group Company (include details of all actions to be taken by named staff or third- parties to resolve grievance, timeframe for implementation, and any recommended changes to operational practices or policies).

Response # (first, second, third etc.**)**	**Action(s)**	**Change to Policies or Practices needed?**	**Timeframe**	**Responsible Party** (name and company of individual**)**	**Monitoring requirements**	**Status** - Proposed - Agreed - Rejected - Under implementation - Complete

Part 5 – First Response & Follow-Up

For **valid grievances** the response should communicate the outcome of the investigation and proposed resolution to the grievant and request feedback on the proposed resolution.

For **non-valid grievances** a letter of rejection including the rationale behind the decision should be sent to the grievant.

a. Date first response given to grievant___________

b. How was the response provided to grievant (tick all that apply)

☐ Phone

☐ In person

☐ Letter (attach copy)

☐ Email (attach copy)

c. Grievant feedback on first proposed response (to be received within five days)

☐ Grievant agrees with proposed response: Go to Part 8a.

☐ Grievant rejects proposed response. Go to Part 6.

Part 6 - Grievance Appeal

For appeals against a grievance deemed non-valid complete section 6A and B.

For appeals against a proposed resolution to a grievance complete section 6C to G.

a. If a grievance is deemed not to be valid and is therefore rejected the grievant may submit an appeal for their grievance to be reconsidered. The appeal should be submitted within 30 days of them receiving the initial response. Reasons for appeal (including new evidence) must be provided and recorded below. This section should be completed by the company based on information and evidence provided by the grievant.

Additional or new evidence. *Please list and attach any additional documents relevant to the grievance.*

____
____
____
____
____

b. Review of appeal by the Group Company

Considering new evidence detailed in part 6 (a), is grievance valid?

☐ Yes - Grievance remains open. Complete Part 4, Part 7 and Part 8.

☐ No - Give reasons and go to Part 7.

c. Reasons for rejection of grievance

____
____
____
____
____

d. Reasons given by grievant for rejection of first proposed response:

____
____
____
____
____

e. Alternative solutions to resolve grievance - proposed by grievant or the Group Company:

____
____
____
____
____

f. Alternative solution proposed accepted by both parties?

☐ Yes - Add new actions to (Part 4) and go to Part 7

☐ No - Complete remainder of this section.

g. Third party consultation

If a grievant has rejected the proposed response to their grievance and no alternative resolution can be agreed between the Group Company and the grievant, the issue must be referred to a third party. The details of any third parties consulted should be recorded in (Part 3). The third parties' proposed resolutions should be recorded below.

Proposed resolution given by designated third party

(Please list and attach any additional documents relevant to the grievance and minutes of meetings with third parties.)

____
____
____
____
____

h. Alternative solution proposed by third party accepted by the Group Company and grievant?

☐ Yes - Add new actions to Part 4

☐ No - Give reasons and go to Part 7.

Reasons for rejection of third party proposal

____
____
____
____
____

Part 7 – Second Response & Follow-Up
For valid grievances:

i. Where a revised resolution is being proposed: the response should communicate the revised proposed resolution to the grievant and request feedback on the proposed resolution.

ii. Where no revised resolution is being proposed: the response should communicate that no revised resolution has been found and the grievant can pursue to litigation if they choose.

For non-valid grievances a letter should be sent to the grievant that explains why the decision to reject the grievance is being upheld despite any new evidence that was provided.

a. Date second response given to grievant ______

b. How was the response provided to grievant (tick all that apply)

☐ Phone

☐ In person

☐ Letter (attach copy)

☐ Email (attach copy)

c. Grievant feedback on second proposed response (to be received within five days)

☐ Grievant agrees with proposed response: Go to Part 8a.

☐ Grievant rejects proposed response. Go to Part 8b.

Part 8 – Grievance Acknowledgement

a. Grievant Acknowledgement of Acceptance

I,____________________, (full name of grievant) hereby acknowledge that I have read or heard and understand the response to my grievance given by_________________________(full name of staff providing response) on_______(date response was given).

Signature of Grievant*: ____

**If the grievant cannot sign use finger print*

b. No Resolution

If no resolution for the grievance can be agreed between the grievant and the Group Company, the grievant may pursue to litigation or further third-party mediation. The outcome of this process, if pursued, should be recorded here and the grievance record updated once any additional actions have been implemented and the grievance is considered closed.

Details of results of litigation process including any actions assigned to the Group Company:

____
____
____
____
____

Part 9 – Grievance Close

Has action been properly implemented according to the above specifications?

☐ YES NO ☐

____

Signature of Grievant Date

Date Closed: ________________________________

Signature of the Group Company personnel ________________________

Appendix V - Declaration (to be filled by Supplier)

I confirm the commitment of my company, or any subcontractor/business partner, to complying with the standards laid out in this Code:

Supplier name:	
Name:	Title:
Signature:	Date:
ARISE Group Company:	
Name:	Title:
Signature:	Date:

ARISE reserves the right to conduct (or have its designee conduct) announced and unannounced inspections of the Supplier's facilities and business practices to verify compliance with this Code. Should the Group become aware of non-compliance with any aspect of the Code, it reserves the right to demand corrective measures. The Group also reserves the right to terminate an agreement with any supplier that is not in compliance with the requirements set forth in this Code.

Note: ARISE prohibits bribery and corruption in all forms. ARISE personnel cannot, whether dealing with government or with private enterprises or individuals, directly or indirectly, offer, promise, give, demand or accept any bribe or other undue advantage in order to obtain, retain or direct business or secure any other improper advantage in the conduct of business.

Appendix VI - Child Labour Statement – Supplier Compliance

ARISE does not engage in or condone the unlawful employment of children in the workplace or engage in or condone the use of forced labour. The Group respects and abides by the ILO conventions No. 182 on the Worst Forms of Child Labour and No. 138 on the Minimum Age for Admission to Employment and Work, the respective national labor law in force and the decree No. 275 of 5 December 1962 laying down employment exemptions for young workers.

ARISE pledges to work proactively with others, including our suppliers and Governments, to progressively eliminate these abuses in the labour markets.

The Group follows, and expects its suppliers to follow the table below as a direct reference to ILO Convention No. 138 defining child labour by the following categories:

MINIMUM AGE OF ADMISSION TO EMPLOYMENT OR WORK

Nature of Work	Developed Countries	Developing Countries
Regular work	16 years	16 years
Hazardous work	18 years	18 years
Light work	15 years	15 years (or 14 years*)

Signing the ARISE Supplier Code represents a commitment to follow the fair employment practices in compliance with all applicable local government rules and regulations regarding Child Labour Laws.

Appendix VII – Client & Supplier HSE Plan General Contract Conditions

PART A

Consider Plans etc. Systemised forms of accountability mechanisms

1. Procedure of Supplier HSE Plan Management

Inserted in the contract, supplier must produce a HSE Plan specific to the project. This supplier HSE Plan shall also be submitted to Contract /QHSE department for approval **within 30 days after award of this Contract or before the Kick-off meeting.** Supplier shall not start any works until the HSE Plan is approved by the dedicated department. This Plan shall be an evolutive document, and shall be updated when operations or conditions require, and such amendments shall be submitted to ARISE for approval.

2. Supplier's HSE Plan Content

The HSE Plan shall consist of, but not be limited to the following requirements:

i. Project Description (Scope of the work)
ii. Details of any sub-suppliers and consultants to be used
iii. Extent and location of existing structures and utilities on site
iv. Site and laydown area layout, including traffic management ways for the site
   a. Access / egress details of site
   b. Details of one-way traffic
   c. Emergency access / egress of site (in the event of blockage)
   d. Materials unloading / loading areas
   e. Materials storage area
   f. Segregation of vehicles and pedestrian details Management of the Works

3. Project Organization

i. Organization chart identifying the key composition of the site management team for site operations, to include roles and responsibilities of:
   a. Project Manager
   b. Project HSE Manager
   c. Appointed Competent Persons specific for the works to be conducted (e.g. lifting operations, Excavations, Confined Spaces etc.…) Other Key Personnel (e.g. structural engineer, lead civil engineer, procurement manager etc.…)
   d. First Aider
   e. Fire Marshalls and/or fire warden
ii. Arrangements for regular liaison between all parties concerned with the Works
iii. Consultation with the workforce
iv. Arrangements for exchange of information and coordination between all suppliers on site
v. Selection and control of sub-suppliers
vi. Site Specific Rules, Hazards Identification

4. Risk Assessments, Safe Sequence of Works, Procedures and Arrangements for controlling significant Hazards [to the contract] during the entire project life.

The following list is not exhaustive, but only topics specific to the Works should be included:

i. Emergency Response Plan
ii. Protection of Public
iii. Detection of buried services
iv. Stability of structures
v. Structural steel erection
vi. Working at height
vii. Scaffolding Procedure
viii. Control of lifting operations (mobile and tower)

ix. Excavations and trenching
x. Confined spaces
xi. Work on or near water
xii. Permit to Work system
xiii. Welding operations
xiv. Diving operations
xv. Traffic management
xvi. Asbestos removal
xvii. Dealing with contaminated land
xviii. Planned to work at night to include details of lighting
xix. Industrial Plant Operations
xx. Working near / adjacent to Live Pipelines
xxi. Formwork / Falsework Operations
xxii. Any other significant specific risks Plant and Equipment

5. Heavy Machinery Management

i. Register of construction plant and vehicles to be used
ii. Statutory test/examination certificates for construction plant & vehicles
iii. Arrangements and facilities identified for statutory inspections and calibration of
iv. monitoring devices
v. Register of training / certification / competence for industrial plant operators and heavy vehicle drivers
vi. Register of HSE monitoring devices
vii. Register of specialist PPE (diving equipment etc.…)

6. Hazardous Materials Management

i. Procedure for delivery, receipt, handling and disposal of materials on site
ii. Register of high value materials and security arrangements
iii. Means of Communication
iv. Provide in the annexure party of the plan all of the required MSDS

7. Training and Education Program

In additional to attend to ARISE training awareness training courses, Suppliers shall develop and implement their own program to improve its staff SKA[11] regarding environmental control.

8. Means of Communication

i. During the life of the project, all risk assessments, safe sequences of work, and all other HSE documents (e.g. traffic management, lifting etc.) shall be inserted into the HSE Plan and communicated to the whole of the project.
ii. Mode(s) of communication necessary (Dash Boards, Radio, Phone, Posters;)
iii. High risk activities signage awareness (e.g. tower crane operator with banks-man)
iv. Supplier shall require all lower tier sub-suppliers to submit a written HSE Plan specific to their scope within the works. Supplier shall review all such plans for compliance to its own HSE Program and HSE Operations Phase Plan.
v. At the cessation of works, Supplier’s Construction Phase HSE Plan shall be submitted to ARISE for retention.
vi. Suppliers must communicate to arise by a periodical reporting system regarding incident, manhours, environmental pollution incident, training.

[11] SKA : Skills Knowledge & attitude

NOTE: The work cannot start if your HSE Plan does not meet the minimum of the requirements listed above of if it is not submitted to ARISE Contract and the QHSE department for approval within the 30 days before the project Kick-off meeting.

PART B : Supplier Environnemental Plan (ECP) Contract Conditions.

1. Procedure of Supplier Environmental Control Plan

In addition to the Supplier HSE Plan, Supplier shall produce an Environmental Control Plan (ECP) specific to the Project, in accordance with Project HSE Procedures Manual. This Supplier ECP shall also be submitted to ARISE for approval within 30 days after award of this Contract. Supplier shall not commence any works until the ECP is approved by the QHSE Department. This Plan shall be a living document, and shall be updated when operations or conditions require, and such amendments shall be submitted to ARISE for approval.

2. General Project Information

i. Site and project description
ii. Site map and Geolocation
iii. Estimated size of site
iv. Significant physical characteristics
v. Surrounding environmental features (rivers, wetlands etc…) and topography
vi. Climatic conditions
vii. Soil types
viii. Vegetation types

3. Project Description

i. Facilities being constructed
ii. Infrastructure being constructed
iii. Construction site and lay-down area layout

4. Project Milestone Schedule

i. Site mobilization date
ii. Start of rough grading
iii. Start of foundation work
iv. Start-up date
v. Demobilization date
vi. Relevant environmental milestones

5. Responsibilities

i. Client
ii. Adherence to ESIA
iii. Review and approval of Supplier ECP
iv. Review requests for deviations
v. Approve disposal locations
vi. Perform occasional audits of performance

6. Supplier Project Manager

i. Execution of contractual responsibilities to comply with respective national and international environmental legislation, policies, procedures, standards and codes
ii. Supplier project Manager, Overall operations management of project in compliance with all applicable environmental requirements
iii. Supplier HSE Manager, Environmental support, Day-to-day management of SECP, conducting environmental awareness training, Conducting and maintaining record of daily field inspections, using "stop work".

7. Supplier Personnel

i. All staff are responsible for following all applicable environmental requirements (laws, regulations, policies, procedures, codes, standards, permits / consents).

8. Sub-suppliers and Suppliers

i. All lower tier sub-suppliers and suppliers are responsible for complying with all applicable environmental requirements including laws, regulations, policies, procedures, codes, standards, permits / consents, ESIA conditions and project site HSE Procedures Manual.
ii. All lower tier sub-suppliers and suppliers are accountable for any of their actions that result in significant environmental matters including non-routine regulatory agency inspections or investigations, notices of violations, and assessed fines or penalties.

9. Environmental Management Controls

i. The project's Environmental & Social Impact Assessment identified impacts and mitigations. These will establish controls required from identification of specific work-related hazards.
ii. Summary matrix of environmental requirements for construction
iii. Specific program of works identifying key activities and start dates

10. Environmental Awareness Training

i. To be delivered before employees are allowed on site Induction / orientation for all staff to include details of ECP, waste procedures and materials handling protocols on site
ii. Toolbox talks detailing potential impacts of work undertaken on the site, measures to reduce the environmental impact of work undertaken, waste minimization, recycling and segregation controls, general site maintenance, emergency procedures and procedures for when potentially hazardous materials have been identified
iii. Targeted training for site staff involved with potentially hazardous operations such as refuelling or hazardous substance handling
iv. Environmental Compliance Reviews, Coordination and Communication
v. Describe program for conducting regular site environmental compliance reviews and coordination meetings.
vi. Holding weekly meetings with all staff to ensure all environmental aspects are being covered and addressing any issues to ensure compliance is maintained

11. Environmental Compliance Inspections and Documentation

Describe program for regular environmental compliance inspections of all the activities including:
i. Adherence with approved clearing limits, buffers and exclusion zones
ii. Adequate installation and maintenance of erosion and sediment control measures
iii. Correct implementation of required mitigation measures for work in and around environmentally sensitive resources
iv. Proper solid waste management activities
v. Implementation of fugitive dust control measures.

12. Environmental Requirements, Plans and Procedures *

Describes the major categories of environmental issues and the specific requirements typically addressed in this ECP as required by ARISE

i. Storage

a. All raw materials should be appropriately stored on site in accordance with Project Site HSE Procedures Manual to minimize damage by vehicles, weather or theft. Secure of the storage shall be provided for each items of high value, materials which are hazardous or which are easily damaged. Packaging must be retained on goods until the materials are required. Once removed, packaging items should be stored and returned to the supplier as possible.

b. if possible, goods should be delivered on a "just in time" basis to reduce stockpiling on site, damage from vehicles and other causes of wastage.

c. Liquids should be stored in securely bunded compounds with an impervious base which can hold at least 110% of the capacity of the tank or the pre-container, or double skinned containers. Labels should clearly indicate the contents of the containers. Spillage kits shall be positioned and available at all areas where fuels are being stored, procedures for spillages shall be written and drills undertaken to ensure compliance.

d. Delivery of fuel and oil should be supervised always and checks should be made to ensure that the correct type and quantity of fuel is being delivered.

e. All pipelines and fueling points should be protected from vandalism and unauthorized interference and should be turned off and locked when not in use.

ii. Discharges to Water and Site Drainage

a. In addition to the Project site HSE Procedures Manual, a drainage plan shall be included and held on site that shows surface and foul water drains. Regular inspection of the drains shall be undertaken monthly to identify excess sediment, obstructions or oil. If significant quantities are found to exist, the drains shall be cleared out by a specialist supplier and the waste material disposed of accordingly

b. Trade effluent, including dewatering effluent, shall not be discharged to surface or foul water drains without consulting the regulatory authority of respective country. Supplier shall obtain the necessary permits / consents and ensuring compliance with any conditions, e.g. quantity and quality of effluent and monitoring. All copies of permits and consents shall be held in a designated file.

c. Under no circumstance are waste chemicals or fuels to be discharged to the drainage systems or water bodies.

iii. Noise and Vibration

a. In addition to the Project site HSE Procedures Manual, the following mitigating measures shall be implemented always to minimize noise generated from site activities and disruption to neighboring occupiers:

b. Excavators are to only use hydraulic concrete cracker attachments, with use of impact breakers being kept to a minimum

c. Construction plant and vehicle engines to be switched off when waiting and / or not in use

d. On-site compressors/Noisy equipment are to be silenced or sound reduced models fitted with acoustic enclosures

- All pneumatic tools are to be fitted with silencers or mufflers
- Adequate maintenance and servicing of all construction plant and vehicles
- Liaison with neighborhoods

iv. Air Quality (Fugitive and Vehicular Emissions)

a. In addition to the Project site HSE Procedures Manual, the following mitigation measures shall be implemented always to minimize dust and other emissions from site activities and disruption or nuisance to neighbors:
b. Spraying of water on traffic routes and access roads, loading and crushing operations
c. Dampening of exposed soil and stockpiles
d. Considering prevailing winds for siting of locations of stockpiles of bricks, concrete, cement and other materials with dust-sensitive properties
e. Regular inspection and cleaning of local highways and site boundaries for dust deposits
f. Sheeting of trucks leaving site carrying loose demolition debris
g. Neighborhood liaison
h. Supplier shall monitor dust emission levels daily; where the results of monitoring indicate that dust emissions are excessive, the following shall be undertaken by the Supplier:
   - Identify the activities causing the excessive dust emissions
   - Investigate whether the activities could be changed or other measures taken to reduce the dust levels; consider implementation of alternative techniques and/or additional mitigation measures

v. Erosion and Sedimentation Control

a. Supplier shall ensure areas in which erosion is likely to occur has adequate protection.
b. Supplier shall ensure routes are protected and safe to pass always, and allow for water to safely pass through
c. Construction Storm Water Management
d. Describe the measures put in place to manage storm water run-off from construction areas and to prevent and / or minimize contamination of storm water due to project activities

vi. Protection of Sensitive Resources

a. Supplier shall ensure all areas which have been identified by ARISE are protected from damage, with adequate control levels to be discussed and agreed with the Project QHSE team.
b. Agreed controls are to be instated and then recorded daily to ensure compliance is maintained with no further damage allowed to occur
c. Supplier is to ensure regular review throughout the works to ensure appropriate controls are maintained

vii. Unanticipated Discoveries

a. Supplier shall describe the procedure to be followed in the event of unanticipated discoveries (e.g. remains, tombs, archaeological fragments, unexpected species) made during the works.
b. All unanticipated discoveries must immediately be reported to ARISE, and regulatory authority of respective country.

viii. Hazardous Materials Management

a. All contaminated materials shall be removed off site to a designated landfill site approved by the regulatory authority of respective country and ARISE project site staff, or treated using techniques approved by the regulatory authority of respective country and ARISE.
b. Supplier shall provide verification chemical testing and photographic evidence demonstrating compliance, and ensure that all pollution linkages have been broken with appropriate risk assessment.

ix. Hazardous Waste

a. Materials such as waste oil, batteries, chlorofluorocarbons (CFC's), polychlorinated biphenyls (PCB's), and others are classified as hazardous waste and require additional handling, storage and disposal precautions.
b. In addition to compliance with HSE Policies and procedures and the Project Site HSE Procedures Manual, Supplier shall ensure that all due care and attention is carried out to ensure safe removal from site by approved and authorized hazardous waste suppliers.
c. Supplier is to provide their own procedures in compliance to legislation of respective country and ARISE Policy & procedure for containment.
d. Supplier is to provide their own procedures for removal of lead-based paints where works identifies the requirement.

x. Non-Hazardous Waste

a. Supplier shall promote sustainable development and reuse or recycle as much material from the demolition construction works as possible.
b. Project Site HSE Procedures Manual identify materials readily suited for reuse and recycling.
c. All reclaimed materials and waste shall be segregated where practicable and retained in clearly identified containers in designated areas; off-site segregation will be used where materials cannot be sorted on site.
d. Supplier shall also recognize its duty of care for the disposal of waste, ensuring that at regular intervals the waste carrier is to be followed to ensure it reaches the approved and designated destination.
e. Supplier shall ensure the demolition / construction site is left in a clean and tidy condition at the end of each day.
f. On completion of the works, all construction plant, surplus materials, rubbish and temporary works shall be removed by the Supplier to the satisfaction of ARISE.

xi. Spill Prevention and Response

a. Environmental Emergency Response Plan containing details of:

- Emergency Response Team (ERT)
- Immediate Response
- Keep your distance until substance identified
- Isolation
- Material Safety Data Sheet requirements
- PPE requirements
- Close the source
- Containment of substance
- Close of other systems that may aid the spread
- Summon help if required
- Identify external support agencies
- Identify emergency medical services
- Restoration
- Emergency spill equipment requirements
- Hazardous waste
- Environmental Incident reporting
- Training of ERT
- Initial environmental awareness training
- Practice drills
- Incident Reviews
- Recording Keeping details

NOTE: The work cannot start if your ECP Plan does not meet the minimum of the requirements listed above or if it is not submitted to ARISE Contract and the QHSE department for approval within the 30 days before the Project Kick-off meeting.

Legal Module – ES001

Table of Contents

PART A – Anti-Bribery & Corruption

Legal implications are a part of monitoring and review processes for ESMS

I. Introduction & Purpose

ARISE upholds all applicable laws globally relevant to countering bribery and corruption, including the Singapore Prevention of Corruption Act (the "**SPCA**"), the UK Bribery Act 2010 ("**UK BA**") and U.S. Foreign Corrupt Practices Act 1977 ("**FCPA**") as well as the local anti-bribery and corruption laws in the countries where the Group conducts business. Consistent with that commitment, the group has introduced this globally applicable Anti-Bribery and Corruption Policy (the "**Policy**").

The Group's policy is to conduct all its business in an honest and ethical manner. It takes a zero-tolerance approach towards bribery & corruption; and requires that all employees act professionally, fairly and with integrity in all their business dealings and relationships wherever they operate.

The purpose of this policy is:

i. To set out standards of behaviour in order to prevent acts of bribery & corruption
ii. To provide information regarding prohibited acts so that these acts can be avoided
iii. To set out help and guidance in case of any dilemma on the subject matter and whether further advice is needed
iv. To encourage staff to report suspected wrongdoing as soon as possible - without fear of penalisation, discrimination, or reprisals, even if the concerns turn out to be mistaken;
v. To reassure staff that their concerns will be taken seriously and investigated as appropriate and that their confidentiality will be respected.
vi. To provide staff with information on the internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace.

This policy has been designed to comply with the applicable legislation on a global basis.

II. Scope

The policy:

i. sets out an employee's responsibilities in the detection and prevention of bribery in all its forms, and in observing and upholding the Group's position against any bribery and corruption;
ii. provides information and guidance on
   a. unacceptable behaviour,
   b. how to recognize, deal with bribery & corruption issues.

III. Definitions

1. Bribery

i. Bribery includes directly or indirectly gaining any unfair advantage by-
   a. promising;
   b. offering;
   c. agreeing to pay;
   d. authorizing payments of;
   e. paying;
   f. giving;
   g. accepting; or
   h. soliciting,

   anything of value (financial or otherwise) to or from a third party in order to secure or reward an improper benefit or improper service and/or performance of a function or activity.
ii. Accepting a bribe is deemed as much a criminal offence as offering a bribe; and it is irrelevant whether something is "standard practice", "established custom" or "the way business is done" in a certain industry or country.
iii. Payments or offers, prohibited at all times, whether or not they are given to a Government Official or an employee of a non-governmental business or entity.

iv. Bribery does not have to involve cash or an actual payment exchanging hands and can take many forms such as an expensive gift, lavish treatment during a business trip or tickets to a hospitality event. This applies whether the persons to which this policy applies to; is asked for anything of value or whether such an offer is instigated by the person mentioned above to the potential recipient, or directly or indirectly through a third party.

i. Things of value deemed as prohibited payment include bribes, kickbacks, a financial advantage, facilitation payments or any other benefit, whether in cash or in kind, tangible or intangible. Examples can include money, gifts, meals, entertainment, airline tickets or discounts, travel vouchers, offers of employment or charitable contributions.

2. **Felicitation Payments** are routine payments typically made to low-level government officials to expedite or secure a service or routine action.

3. **A Government Official** is a person who, regardless of rank or title:

i. Holds any legislative, administrative or judicial position;
ii. Exercises a (political or non-political) public function for a country, or a public agency or public enterprise of that outside country; or
iii. Is an official or agent of a public international organisation (e.g. United Nations or the World Bank).

Examples of Government Officials include:

- Civil servants;
- Professional judges and lay judges;
- Public prosecutors;
- Employees of a national, state or local public authority (e.g. tax office, building authority, Ministry of Energy), as well as inspecting and certification authorities;
- Employees of companies wholly owned by or controlled by a public body including municipal utilities and port authorities; and
- Ministers, Parliamentary State Secretaries, Data Protection Supervisors or notary publics.

4. **Gifts & Entertainments (G&E)** means anything that has commercial or personal value including, for example, transfer of value such as discounts, loans, sponsorship, favourable terms on any product or service, transportation, use of Group or other's assets, subsidizing of expenses, tickets to a sporting or theatrical event, client entertainment, dinner or drinks.

IV. Key Responsibilities

All persons to whom this policy applies, shall be responsible for the prevention, detection and reporting of bribery and other forms of corruption that may impact the Group.

i. All Employees shall comply with the following requirements:

a. Read, understand and comply with this Policy and be vigilant with regards to its purpose,
b. Complete all mandatory anti-bribery and corruption training as provided, or requested, by the Group from time to time,
c. Disclose any relationship with a Government Official who is in a position to influence the Group's business in any country to the Employee's manager and the Legal function.
d. Report any known or suspected bribery or corruption to:
   - the Legal function, or
   - your supervisor, or
   - the Ethics Compliance Committee - if there are reasons to believe or suspect that a conflict with this Policy has occurred, or may occur in the future,
e. When asked to make a payment on the Group's behalf, employee shall always be mindful of what the payment is for, and whether the amount requested is proportionate to the goods or services provided and shall always ask for a receipt which details the reason for the payment. In case of any suspicions, concerns or queries regarding a payment, especially whether it could be deemed to be a facilitation payment which is not permitted, matter shall be raised with the Legal function.

ii. Board of Directors, Executives and its senior management have ultimate responsibility for ensuring that this Policy complies with ARISE's legal and ethical obligations, and that employees are aware of and comply with it through regularly scheduled mandatory training and appropriate systems and controls.

iii. Business Unit and Function Heads:
   a. in coordination with the Legal function and Internal Audit, are responsible for periodic assessments of compliance with this policy, ensuring they are addressing both external and internal key risk factors in respect of bribery and corruption in relation to their business unit/function.
   b. must ensure that accurate records of all documentation linked to the giving or receiving or gifts and hospitality, must be accurately maintained in the Gifts and Entertainments ('G&E') register and periodically reviewed by Internal Audit function.

iv. Each of the managers in the Group shall be responsible for ensuring those employees reporting to them are made aware of and understand this Policy, and complete their allocated training.
   a. Human Resources Function has responsibility for notifying new employees about this Policy at their induction and contacting the Legal function to ensure appropriate training is given.
   b. Legal function has primary and day-to-day responsibility for implementing this Policy, and dealing with any queries on its interpretation, as well as approving G&E (see relevant section below). Please refer all enquires on this Policy to the relevant ABC Champion for your country the Legal function ABC-Champion.
   c. Internal Audit shall be responsible for monitoring the compliance of the business with this Policy during their routine business audits.

V. Special Considerations

1. Gifts and Entertainment

Extreme caution must be exercised to ensure that the giving of any gifts or provision of hospitality shall not create a conflict of interest. Accepting or giving a Gift or Hospitality; in return for a business advantage or a competitive insight, whether directly or indirectly, knowingly or unknowingly, is forbidden.

i. G&E Expenses consistent with ARISE's Code of Conduct & which do not create a conflict of interest for any of the participants may be allowed.
   Examples of unacceptable conducts are listed in Appendix I

ii. Gifts and Entertainments Register
   a. A detailed record of Gifts (given & received) and Entertainment (given or provided) shall be kept.
   b. All employees shall obtain written approval from the CFO/Finance function before giving or accepting a gift or entertainment in excess of US $100 within any twelve-month period by completing the Gifts and Entertainment Form. Repeated G&E from/to the same person within the same calendar year shall be avoided, unless there is a strong business purpose to justify it. In any event the value of all repeat items must be aggregated for the purpose of calculating the pre-approval threshold.
   c. All items of gifts and entertainment to Government Officials are prohibited unless pre-approved by the Legal function.
   d. In addition, managers must ensure that their staff have completed the G&E Form and obtained the necessary approval when they approve employees' expenses for G&E.

iii. Examples of allowed G&E expenses include customary token gifts and hospitality during festive seasons, such as 'thank you' gifts for event speakers giving their time free of charge; or promotional items of low value such as pens, calendars, etc.

   NOTE: The above process does not replace the normal process for claiming expenses.

iv. To ensure that intentions cannot be misconstrued either by the recipient or by other third parties' employees shall not give a gift or provide entertainment when a transaction, contract or tender is in process or even on completion of such a matter.

v. Receipt of normal and appropriate gifts and/or entertainment to or from third parties are allowed; provided all the following conditions are met:

a. it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
b. it complies with applicable law, including any local requirements;
c. it is given in ARISE's name, not in personal capacity;
d. it does not include cash or a cash equivalent (such as gift certificates or vouchers);
e. it is appropriate in the circumstances. e.g., in Europe and the U.S., it is customary for small gifts to be given at Christmas time;
f. it is of an appropriate type and value and given at an appropriate time; taking into account the reason for the gift,
g. it is given/received openly, not secretly;
h. it does not jeopardize the reputation or interests of the Group, the employees or customers.

vi. If an employee receives any Gift or Entertainment or other benefit that may be deemed to be prohibited, such gift must be immediately returned and the hospitality must not be accepted. If returning the Gift is impractical or undesirable, then it shall be handed over to the Country Management for donation or disposal as appropriate. A record shall be kept for such gifts, as proofs may be needed in future. Written communication accompanying returned Gifts or rejected Hospitality shall be sent to the donor explaining the Group's policy with respect to Gifts and Hospitality & requesting that no such Gifts or Hospitality be made in the future.

vii. The intention behind the Gift or Entertainment shall always be considered and shall not be deemed improper in any way. When in doubt, the Legal function may provide advice in respect of the giving or receiving a gift or entertainment.

2. Donations

i. No donation shall be offered or made without the prior approval of the Legal function.
ii. Donations shall be made only if they are legal and ethical under local laws and practices.
iii. Donations to political parties are prohibited.
iv. Employees shall be cautious that giving or offering charitable donations or charitable sponsorship with the intention of inducing or rewarding improper conduct in relation to Group's business is likely to constitute a bribe and is strictly prohibited.

3. Lobbying

Lobbying is the practice of individuals and organisations trying to influence the opinions and decisions of officials in positions of power. Generally, it is an acceptable and normal part of the legislative process, provided it is conducted in compliance with all applicable legal requirements.

i. Lobbying shall be carried out by Employees and Third Parties only if conducted in compliance with all applicable legal requirements.
ii. Employees and Third Parties shall never, directly or indirectly, offer or promise any personal or improper financial or other advantage to a Government Official for the purpose of obtaining information or influencing their decision-making processes.
iii. Employees who are members of trade or industry associations or having contact with competitors at industry events or meetings shall act with particular caution and ensure that no matters relating to business terms or customers are discussed.
iv. Government Officials or the Group's business partners may request that ARISE provides training or internships to certain individuals. Offering such training or internships can be viewed as providing an item of value and must therefore be treated with caution. Any such request is prohibited unless pre-approved by the Legal function.

4. Associated Persons and Joint Ventures

i. The Group's zero-tolerance approach to bribery and corruption shall be communicated to all potential and existing suppliers, agents, contractors and business partners at the outset of business relationship and as appropriate thereafter.

ii. Employees, officers, directors, director's representatives, vendors, contractors, shippers, agents, including authorized travel agents and general sales agents, and any other third-party entity that performs services for or on behalf of the Group, wherever located (collectively, "Associated Persons") are expected to have and comply with their own ethical business policies or comply with this Policy.

iii. Offering or receiving a bribe via an Associated Person or to turn a "blind eye" to any such activity shall constitute an offence.

iv. The use of Associated Persons must be justified by a fully documented:
   a. legitimate business need,
   b. risk-proportionate due diligence conducted, &
   c. contractual relationship.

v. Where ARISE enters into a joint-venture ("JV") of any kind, an equivalent policy with similar underlying principles of ethical business to this one shall be implemented by any such JV entities.

vi. The Group must therefore understand the bribery risk associated with a new investment or JV entered (by reference to its business partners) and the proposed project (by reference to project operations). Once the risks are assessed appropriate measures to mitigate such risk shall be included in the investment analysis documentation.

VI. Procedures

i. At the outset of a business relationship, ARISE Counterparty Information Screening Form shall be filled and send to BU screening "Requestor" or Master Data Management "MDM" team (a list of these can be found on the Legal Function Webpage) **Provide URL hyperlink, if exists.**

ii. The Requestor/MDM shall then carry out the appropriate counterparty due diligence on third parties before entering into a contract, transaction or relationship. Examples of circumstances where heightened due diligence may be required
   a. Transacting with a new client based in a higher risk jurisdiction
   b. Undertaking an activity that may be high-risk in nature.
   c. Entering into a joint venture.
   d. Considering using a third-party agent.

iii. It shall be ensured that ARISE's standard anti-bribery and corruption legal clauses are incorporated into every contract entered with a counterparty. All contracts, particularly those involving agents or consultants acting on behalf of the Group, shall include anti-bribery and corruption protections. Legal function may be contacted for guidance on these legal clauses. No anti-bribery or corruption clauses from a counterparty shall be agreed without consultation with the Legal function.

iv. Proper caution is required while dealing with suppliers with poor reputation or practices. It is strongly recommended that no business shall be entered into with a counterparty which does not have its own policy on ethical business practices.

v. Be alert to close relationships between parties in the supply chain (e.g. agent / distributor) or with government officials.

vi. Seek a detailed breakdown of all fees/costs upfront, especially where success fees and services are concerned, and question anything which appears unusual.

vii. If an employee has any concerns that any Associated Persons or business partners in a JV has breached this Policy, they shall consult the Legal function immediately.

VII. Record-Keeping

i. Proper financial records shall be kept and internal controls be put in place to evidence the business reason for making all payments to third parties.

ii. No payment shall be made in absence of proper contract or purchase order, invoice or receipt.

iii. All expense claims relating to gifts, hospitality, entertainment or expenses incurred to or by third parties shall be submitted in accordance with the procedures as defined in Finance Policy.

iv. All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, shall be prepared and maintained with strict accuracy and completeness.
v. No accounts must be kept "off-book" to facilitate or conceal improper payments.
vi. Records shall be kept for a period of 6 years.
vii. No employee shall suffer any detrimental treatment as a result of:
  a. refusing to take part in bribery or corruption, or
  b. 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 an employee believes that he/she has suffered any such treatment, he/she shall immediately inform the Legal Function.
viii. Internal Audit may then review or seek more information if required, and decide what action to take with respect to the complaint. If appropriate, the complaint shall be passed on to the Internal Audit head/ECC (need inputs).

VIII. Training and Communication

i. All existing and new employees shall be made aware of this Policy.
  a. training on this Policy shall form part of the induction process for all new employees.
  b. all existing employees shall receive, and are required to attend and complete, all relevant training on how to implement and adhere to this Policy.
ii. In order to apply the necessary controls required to manage any potential risk that Group may be exposed to, it shall be ensured that employees are given specific training and guidance tailored to address such risks in their particular field.

IX. Breach of the Policy

i. Bribery being a criminal offence, penalties for bribery both to/from Government Officials; to/from private persons and companies are severe and may include-
  a. imprisonment or an unlimited fine for all individuals involved; and
  b. fines and reputational damage to the Group.
ii. Any breach of this Policy could result in disciplinary action including, but not limited to, dismissal of the employee.

PART B – Anti-Money Laundering & Financing of Terrorism

I. Introduction & Purpose

The ARISE Group ("**ARISE**") in the course of business may enter into transactions which are required to be screened in order to ensure that the source of those cash flows are legitimate.

The Financial Action Task Force ("**FATF"**) is an inter-governmental body established in 1989 who's objectives are to set standards and promote effective implementation of legal, regulatory and operational measures for combating money laundering, terrorist financing and other related threats to the integrity of the international financial system. ARISE is not a financial institution and therefore, not bound to comply with FATF; however, the Group has voluntarily decided to abide by the FATF principles in order to conform with international best practices with regards to anti money laundering and combating financing terrorism and to ensure that the company is not used as a vehicle to launder money to finance terrorism.

The purpose of this policy is:

i. To set out minimum requirements for anti-money laundering & financing of terrorism based on applicable global legal and regulatory requirements.
ii. To establish governing principles and standards to protect businesses from being used for money laundering purposes, terrorist financing or other forms of financial crime.

Employees shall not knowingly provide advice or other assistance to individuals who attempt to violate or avoid money laundering laws, combating financing of terrorism laws or the requirements of this policy.

NOTE: In situations where the requirements of applicable local money laundering or financing of terrorism laws establish a higher standard, the Group must adhere to the stricter law.

II. Scope

This policy incorporates important requirements of an effective compliance system, which include-

i. Client screening and monitoring requirements,
i. Know Your Customer policy & procedures (including the requirement to establish the identity of beneficial owners),
ii. Embargo Policies,
iii. Record keeping requirements, &
iv. Reporting of suspicious business activities and transactions in accordance with relevant laws and regulations.

III. Definitions

1. **Money laundering ("ML")** is a process by which criminals attempt to disguise or seek to conceal the nature or source of funds or proceeds derived from illegal or criminal activities (including, but not limited to, drug trafficking, terrorism, organised crime, prostitution, insider trading, bribery, fraud, embezzlement etc) to make such proceeds appear to have derived from a legitimate source. This process of concealment may involve single transaction or a series of transactions.

   Money laundering process generally involves three stages:

   i. **Placement** - Physically disposing of cash derived from illegal activity. One way to accomplish this is by placing criminal proceeds into traditional financial institutions or other businesses such as currency exchanges, casinos, or check-cashing services.
   ii. **Layering** - Separating the proceeds of criminal activity from their source through the use of layers of financial transactions; designed to hamper the audit trail, disguise the origin of funds, and provide anonymity. Some examples of services that may be used during this phase are the early surrender of an annuity without regard to penalties, fraudulent letter of credit transactions, and the illicit use of bearer shares to create layers of anonymity for the ultimate beneficial owner of the assets.
   iii. **Integration** - Placing the laundered proceeds back into the economy in such a way that they re-enter the financial system as apparently legitimate funds.

The Group must refrain and be protected from being used by criminals engaged in placement, layering, or integration of illegally derived proceeds.

2. **Financing of Terrorism ("FT")** is the financial support, in any form, of terrorism or those who encourage, plan or engage in terrorism. FT differs from ML in that the source of funds can either be legitimate, such as an individual's salary, or illegitimate, often the proceeds of crimes such as selling stolen goods, fraud or drug trafficking.
   Usually, the focus of scrutiny for potential terrorist financing activity will be the end beneficiary and intended use of the money or assets. A terrorist financier may only need to disguise the origin of the property if it was generated from criminal activity but in the vast majority of cases, they will seek to disguise the intended use i.e. the act of terrorism.
   Terrorist financing often involves a complex series of transactions, generally considered as representing three separate phases:
   i. **Collection** – Funds are often acquired through seeking donations, carrying out criminal acts or diverting funds from genuine charities.
   ii. **Transmission** – where funds are pooled and transferred to a terrorist or terrorist group.
   iii. **Use** – where the funds are used to finance terrorist acts, training, propaganda, purchase of terrorist weaponry etc.

3. A **"public figure" or "politically exposed person** ("**PEP**")" is any individual who occupies, has recently occupied, is actively seeking, or is being considered for, a senior position in a government (or political party) of a country, state, or municipality or any department (including the military), agency, or instrumentality (e.g., a government-owned corporation) thereof.

4. **A "related individual"** is any person who is a member of the immediate family of a public figure, e.g., a spouse, parent, sibling, or child; or a senior advisor closely associated with a public figure.

IV. Consequences of Money Laundering and Financing of Terrorism

Money laundering and financing of terrorism can have serious negative consequences for the Group, the economy, national security and society in general. Some of these consequences may include:

i. Reputational damage for the Group as a result of being perceived as a company encouraging or harbouring money launderers and terrorist financiers, leading to investors and clients taking their business elsewhere;
ii. Attracting criminals including terrorists and their financiers to move to or establish new business relationships with the Group;
iii. Damaging the legitimate private sector as a whole who may be unable to compete against front companies;
iv. Weakening of financial institutions who may come to rely on the proceeds of crime for managing their assets, liabilities and operations, plus additional costs of investigations, seizures, fines, lawsuits etc.;
v. Economic distortion and instability;
vi. Increasing tax rates due to the loss of tax revenues following tax evasion; or
vii. Increased social costs to deal with additional criminality such as policing costs or hospital costs for treating drug addicts.

V. Key Responsibilities

i. Compliance with ARISE's AML/FT requirements is the responsibility of all its personnel. The framework formulation and its implementation shall be directed by the Chief Risk Officer and Legal function head, designated to manage the AML/CFT policy.

ii. The below mentioned compliance offices shall be responsible for coordinating, monitoring day-to-day compliance with applicable ML laws and this policy-

   a. Chief Risk & Compliance Officer -for every aspect of this policy except the aspect covering the application and interpretation of relevant laws and regulations, &

   b. Legal function head- for all aspects of this policy covering the application and interpretation of relevant laws and regulations.

iii. Any ARISE Business or employee to whom any applicable local laws appear to be at conflict with the standards of this policy, shall consult the Legal function head immediately.

VI. Key Elements & Implementation Framework

The procedures and internal controls to comply with applicable laws and to implement the standards set forth in this Policy have been provided herein.

ARISE's AML/CFT Implementation Framework includes:

i. ARISE's Know Your Customer ("KYC") policies that set forth KYC procedures as well as the other basic elements of its anti-money laundering program;

ii. The designation of Legal - Head or other appropriate personnel responsible for coordinating and monitoring day- to-day compliance with this policy;

iii. Recordkeeping and reporting practices in accordance with applicable law;

iv. Appropriate methods of monitoring so that suspicious customer activity can be detected and appropriate action can be taken;

v. Reporting of suspicious activity to the relevant government authorities in accordance with the applicable law in relevant legal jurisdiction;

vi. Annual AML/CFT training for all relevant personnel.

vii. A prohibition on engaging in business with shell banks.

viii. A prohibition on engaging with financial institutions that are relevant to the presentation of the transaction under consideration.

VII. Procedures

1. Know Your Customer

The Group shall have a Know Your Customer (KYC) Policy which shall prescribe the policies, procedures & Internal Controls with the main objective to -

i. Determine and document the true identity of customers who establish business relationships, open customer accounts, or conduct significant transactions and obtain basic background information about these customers before the relationship is established; in the KYC Questionnaire (Refer Appendix III) which shall be completed for all clients and business relationships involving a financial transaction;

ii. Obtain and document any additional customer information, commensurate with the assessment of the money laundering risks posed by the customers' expected use of products and services;

iii. Ensure that where the AML risk is high, an enhanced due diligence and KYC procedure is carried out by the business seeking to establish the business relationship with the prospective client or counterparty prior to the commencement of the relationship;

iv. Ensure that the completion of requisite basic KYC or enhanced due diligence requirements by the businesses and the certification of the satisfactory KYC compliance by Head of Legal is a necessary condition for the commencement of any business relationship or settlement of counterparties; and

v. Protect businesses from the risks of doing business with any individuals or entities whose identities cannot be determined, who refuse to provide required information, or who have provided information that contains significant inconsistencies that cannot be resolved after further investigation.

vi. Before moving funds via wire transfer or cheque, it shall be ensured that the counterparty has already been subjected to ARISE's rigorous due diligence and KYC procedures. Such wire transfers are subject to the control platform normal to these kinds of payments.

2. Customer Identification

i. Sufficient and reliable information shall be obtained to determine the identity of all individual customers. This may include the proofs of identity issued by a government and proofs of residences of Directors, Officers, Managerial personnel and other persons that have a significant beneficial interest in the customer. Fulfilling this requirement shall be addressed by informing the KYC form (Refer Appendix)

ii. Also, Sufficient and reliable information shall be obtained to determine the identity of all customers. This may include a review of the customer's legal documents and relevant documents that identify the persons that have significant beneficial interests in the corporation, bank, financial institution, family owned or owner-manager business.

iii. ARISE's policy prohibits the opening of anonymous accounts or special name customer account (i.e. an account using a pseudonym or number rather than the actual name of the customer).

iv. The authority of any person authorizing financial transactions on behalf of the customer shall be established by documentation, including but not limited to a Board Resolution reference to local law, or other reliable means. ARISE businesses responsible for the relationship must determine that person's identity and relationship to the customer.

v. Reasonable measures shall be taken to obtain information about the true identity of the person on whose behalf a business relationship is established or an account is opened or a significant transaction conducted (i.e., beneficial owners), if there are any doubts as to whether the customer is acting on its own behalf.

3. Other Customer Information

i. It is the Group's policy to determine and document at the time of establishing a relationship, the assessment of the money laundering risks posed by the customer's expected use of the Group's products and services. This assessment shall document:
   a. The customer's source of funds;
   b. The customer's source of income and assets; and
   c. The nature and extent of the customer's expected use of the Group's products and services (i.e. a transaction profile) or the customer's investment objectives.
   d. The customer is not on an UN and EU sanctions list, or any national sanction list deemed appropriate by ARISE's management.

ii. The information about a customer obtained at the time of the establishment of the relationship constitutes a "customer profile." The Group shall periodically update customer profiles and confirm information provided by customers, taking into cognizance the assessment of the money laundering risks posed by that customer.

4. Information Requirements for Customers with Relationships with an Arise Partner Institution

i. Generally, the Group shall, as far as practicable, conduct its AML/KYC checks by itself.

ii. However, the Group in very limited circumstances may rely upon another partner institution for the identification of a customer who has a relationship with that institution and seeks to establish a relationship with the Group. This may apply in situations where the Group is co-investing in a project with other reputable partner institutions who have already carried out satisfactory AML/KYC compliance checks on the counterparty or Project Company. Exactly as suggested in ESMS Handbook

iii. At a minimum, to rely upon a partner institution for the identification of a customer, the Group must:
- Document that the partner institution has a relationship with the customer;
- Establish that the partner institution's identification requirements and KYC procedures reasonably meet the requirements of the Know Your Customer policies and procedures (refer KYC Questionnaire); and
- Be able to obtain upon request from the partner institution, the information and documentation that was obtained and relied upon to determine the true identity of the customer.

Note: Notwithstanding the acceptability to ARISE of the KYC assessment documents provided by a partner institution, the Group remains responsible for carrying out an independent KYC and AML checks on all prospective counterpart before such a relationship is established.

iv. When the Group/Group Company relies upon a partner institution for the identification of a counterpart, it may obtain any additional customer information required at the establishment of a relationship, commensurate with the assessment of the money laundering risks.

v. For the avoidance of doubt, ARISE's partner institutions refers to financial institutions that it is co-investing with, consultants, lawyers, advisers and other firms that by virtue of their relationship with the client or the counterparty have carried out an AML/KYC check on this counterpart.

5. Identification of Suspicious Activities

i. This policy hereby establishes a minimum uniform standard by which all businesses and employees (in addition to local laws), wherever located, are to determine whether an activity is suspicious for purposes of internal referrals to the Compliance Officers (Appendix III **- Section C-Additional Information**).

ii. Under the Group's standard, suspicious activity involving possible money laundering is any transaction conducted or attempted by, at, or through a business involving or aggregating to US$10,000 or more in funds or other assets or its local currency equivalent that the business knows, suspects, or has reason to suspect:
   a. Involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any law or regulation or to avoid any money laundering regulation;
   b. Is designed to evade a money laundering regulation, for example, a cash reporting regulation; or
   c. Has no business or apparent lawful purpose or is not the sort in which the particular business relationship would normally be expected to engage and the business knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction.

iii. The Group shall regularly update the documentation for the identified High-Risk Business Partners or for Business Partners operating in high risk jurisdictions (for instance business partners with holdings in tax havens or jurisdiction where there is a history of significant corruption and money laundering cases).

Note: The above-referenced US$10,000 threshold is for purposes of internal referrals and does not establish a threshold for transaction monitoring.

6. Monitoring of Suspicious Activity

The Group shall monitor and detect, throughout a counterpart; any suspicious activity so that appropriate actions can be taken, and reports can be made to relevant government authorities in accordance with applicable laws.

In developing appropriate methods of monitoring, the Group shall consider:

a. Whether monitoring shall be done on an individual account basis or at a product activity level using generic parameters; and
b. Whether computerized or manual monitoring is suitable and practical, taking into account the size and nature of its operations and available technology.

7. Terminating Business Relationship

i. The Group businesses shall design procedures relating to-
   a. actions to be taken before a customer relationship is terminated; &
   b. notification of the decision to terminate to the Customer
ii. These procedures shall provide for:
   a. the prompt referral of the matter to the designated Compliance Officers, and;
   b. communication of the decision to terminate and the anticipated date for notifying the business relationship of that decision shall be documented in a Suspicious Activity Report ("SAR") to file or as a supplement to any SARs that have previously been filed with Compliance Officers.

NOTE: Where businesses have filed Suspicious Activity Reports or otherwise reported suspected or known criminal violations or suspicious activities to the Compliance Officers or to the law enforcement authorities, employees must not notify any person outside of the Group who may be transacting with the counterparty or any person who is the subject of a suspicious activity report or other report of suspicious activity that that a reporting for suspicious activities did occur.

VIII. Record-Keeping

i. The Group shall comply with applicable recordkeeping and reporting requirements established by any relevant law that may apply.
ii. In the absence of a relevant law, retain client's KYC records shall be retained for at least five years. Where a relevant law provides for a longer retention period, the stricter law shall apply.
iii. Records shall be stored and retained in hard copies or electronically, with adequate back-up of the information in a secured, offsite location if necessary.
iv. The Group entities shall maintain the following documents for at least five (5) years unless an applicable local law on document retention specifies a longer period:
   a. Customer profiles;
   b. Reports made to government authorities concerning suspicious customer activity relating to possible money laundering or other criminal conduct together with supporting documentation;
   c. Records of all formal anti-money laundering training conducted which include the names and business units of attendees and dates and locations of the training; and
   d. Any other documents required to be retained under applicable money laundering laws.

IX. Training & Communication

i. All employees must undertake anti-money laundering training on an annual basis. The training shall review applicable money laundering laws and recent trends in money laundering activity, terrorism financing as well as the Group's policies and procedures to combat money laundering, prevent financing of terrorism, including how to recognize and report suspicious transactions.
ii. Records shall be kept of all formal training conducted. These records shall include the names and business units of attendees and dates and locations of the training.

X. Breach of the policy

i. Failure to adhere to this policy will subject the employee to disciplinary action up to and including termination of employment.
ii. Violations of money laundering and financing of terrorism laws may also subject employees to higher legal consequences such as imprisonment and, may subject the Group to fines, forfeiture of assets, and other serious punishments.

Monitoring & Review of Policy

i. Internal control systems and procedures may be subject to regular audits to provide further assurance that they are effective in countering bribery, corruption, money laundering & financing of terrorism.
ii. The Group shall conduct assessments of its anti-money laundering policies and procedures on a periodic basis to provide reasonable assurance that the compliance framework continues to function effectively. The assessment process may include testing and analysis upon request by the Board of Directors.
iii. Board of Directors may direct an independent review by the Risk & Audit Function to protect the Group and its businesses from being used by money launderers and terrorists.

Reporting and Grievance Redressal Mechanism

Bribery and Corruption Activities

i. If an employee comes across any suspicious bribery /corruption activity, the employee must raise concern with the Legal function or Supervisor/manager as soon as possible. Examples of red flags to be followed up on and reported are included in Appendix II.
ii. All allegations relating to a breach of an applicable law shall be investigated by ARISE. Any employee shall not be dismissed, harassed or otherwise discriminated who raises concerns in good faith, even if mistaken (unless spurious or malicious). Any employee who reports suspected or actual bribery or corruption instances shall be given complete anonymity and the Group shall support the employees against any form of action against them in relation to the making of any such report.

Money Laundering

i. All Group entities and employees must satisfy any legal obligation to report suspicious activities involving possible money laundering.
ii. The Group shall promptly examine any counterparty activity that is questionable to determine and document the reason for the activity and whether the activity is suspicious under the standard set forth in this policy as well as under any standard established by applicable local law.
iii. All Group entities and employees shall promptly refer any counterparty activity that is determined to be suspicious under the standard set forth in this Policy or under any standard established by applicable local laws to the designated Compliance Officers so that appropriate actions can be taken, including the timely filing of suspicious activity reports in accordance with applicable local laws.

APPENDICES

Appendix I - Unacceptable Conduct

The giving, receiving or facilitating of a bribe or involvement in any connected activity, in any circumstances, is totally unacceptable to the Group. Examples of prohibited activities are set out below:

It is not acceptable for any employee (or someone on their behalf) to:

i. give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
ii. give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
iii. accept payment from a third party knowingly or where suspicion arises; that it is offered with the expectation that it will obtain a business advantage for them;
iv. accept a gift or hospitality from a third party knowingly or where suspicion arises that it is offered or provided with an expectation that a business advantage will be provided by us in return;
v. threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this Policy;
vi. appoint any third party to act on behalf of ARISE who you know or have good reason to believe to have engaged in any corrupt or unlawful conduct;
vii. pay any third party (excluding bona fide consultants) for the purposes of making business connections for ARISE;
viii. engage in any activity that might lead to a breach of this Policy; or
ix. accept a 'kickback' – a kickback is typically any payment made in return for a business favour or advantage. All employees and Associated Persons must avoid any activity that might lead to, or suggest, that a kickback (or facilitation payment) will be made or accepted by the Group.

Employees must also consider and be alert to the fact that a benefit offered or given indirectly, for example through an agent, or through a third party acting on ARISE's behalf, may also constitute a bribe.

Appendix II - Red Flags

Following is a list of possible red flags that may arise, and may raise concerns under various anti-bribery and corruption laws.

If any of the following red flags are encountered while, employee must report them promptly to the Legal function:

i. becomes aware that a third party engages in, or has been accused of engaging in, improper business practices;
ii. learns that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
iii. a third party insists on receiving a commission or fee payment before committing to sign up to a contract, or carrying out a government function or process for ARISE;
iv. a third-party requests payment in cash and / or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
v. third-party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
vi. a third party requests an unexpected additional fee or commission to "facilitate" a service;
vii. a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
viii. third-party requests that a payment is made to "overlook" potential legal violations;
ix. a third-party requests employment or some other advantage to a friend or relative;
x. receives an invoice from a third party that appears to be non-standard or customised;
xi. a third party insists on the use of side letters or refuses to put terms agreed in writing;
xii. notices that ARISE has been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
xiii. a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to ARISE;
xiv. the third party requests a split of purchases to avoid procurement thresholds;
xv. the third party is vague or elusive about source of funds for the transaction or activity;
xvi. the third-party requests that the Company not report or disclose an activity or transaction;
xvii. the third party threatens to withhold services absent payments to individuals in addition to contractually agreed payments, or payments in cash or cash equivalents;
xviii. a government official insists on a specific person or company to serve as third party;
xix. the third party refuses to agree to the contractual provisions relating to anti-bribery and anti-corruption;
xx. during negotiations, the third party seems indifferent to the price of the Group's products or services, or otherwise fails to act in a profit seeking manner;
xxi. the third party insists that its identity remain confidential or refuses to divulge the identity of its owners or principals;
xxii. the third party does not have offices or a staff, or frequently moves locations; or
xxiii. offered an unusually generous gift or lavish hospitality by a third party.

Note: The above list is inclusive and is for illustrative purposes only.

Appendix III - Know Your Client (KYC) Questionnaire

A. BUSINESS RELATIONSHIP INFORMATION AND IDENTIFICATION	
1. Name:	
2. Industry/Product Group:	
3. Primary Business Address:	
4. Country:	
5. Telephone Number:	Telefax Number:
6A. Internet website:	
6B. Is this transaction compliant with US Foreign Account Tax Compliance Act (FATCA) Yes / No/ NA?	
7. Type of Legal Entity Public Corporation Private Corporation Partnership Special Purpose Entity	State or Municipality Government Agency Sovereign Supra-national
8. Primary Contact Person at Client (name, telephone and position):	
9. Alternate Contact Person at Client (name, telephone and position):	
10. Names and Titles of Principal officers (e.g. Chairman, Chief Executive Officer, Chief Financial Officer, Minister, Governor, Director General, Legal counsel) Name Title E-mail Telephone	
11. Description of Client's Business Operations, and number of years in operation:	

12a. List names of owners (including ultimate beneficial owner), and percentage of ownership (Greater than or equal to 25%):

Beneficial Owners/Shareholder's Name | % Ownership | Country of Residence

Has the entity been under the same ownership for the past five years? ☐ Yes ☐ No
If No, explain the changes in ownership:

Is the Counterparty owned (25% or more) or controlled by a Senior public figure? ☐ Yes
☐ No
If Yes, provide further explanations:

13. Obtain evidence of the creation of the legal entity (attach document)

Legal Status:
☐ Government-issued Business License License Type: ______________________
☐ Certified Articles of Incorporation
☐ Signed General Partnership Agreement
☐ Signed Limited Partnership Agreement
☐ Other Legal Formation Document: ______________________________
☐ If legal formation document has a government issued ID number associated with it, please list the government issued ID number:

____

☐ Place and Date of Issuance: ___________________ ☐ Expiration Date, if any: _____ _____________

14. Please attach the latest audited financial statements, and the name and address of your external auditor:

15. Authorized Account Signatories:

Client's authorized signatories should complete the signature form below, and state the signing instructions. Appropriate Board resolution should be provided to confirm the account signatories and the signing instructions. For the Board resolution to be acceptable, it must be provided directly by the customer's Company Secretary/ Chief Legal Officer.

Name of Signatory   Position   Class
Specimen Signature

_______________________   _______________   ________
____

_______________________   _______________   ________
____

_______________________   _______________   ________
____

Signing Instructions

B. REFERENCES
16a. Banking reference, a bank with whom your organization has banking relationship. Name of Bank: Address of Bank: Email Address: Phone: Length of relationship in years: Relationship Manager:
16b. Customer reference, an organization to whom you provide goods or services. Name of Customer: Address of Customer: Email Address: Phone: Length of relationship in years: Contact name:
16c. Customer reference, an organization to whom you provide goods or services. Name of Customer: Address of Customer: Email Address: Phone: Length of relationship in years: Contact name:

C. ADDITIONAL INFORMATION

C1. Has any organization either; while you or any of the directors or executives of your company were a member of senior management or when you or any of the directors or executives of your company had a substantial ownership interest, ever been indicted for, charged with, or convicted of any criminal offense involving fraud, breach of fiduciary duty or breach of trust?

Yes		No	

C2. Has any organization either; while you or any of the directors or executives of your company were a member of senior management or when you or any of the directors or executives of your company had a substantial ownership interest, ever been found liable, convicted or permanently or temporarily enjoined by a court, by reason of any act or practice involving fraud, breach of fiduciary duty or breach of trust?

Yes		No	

C3a. Are you or any of the directors or executives of your company now the subject of any investigation or disciplinary hearing or proceeding by a governmental agency, regulatory body, or professional association?

Yes		No	

C3b. Have you or any of the directors or executives of your company ever been the subject of any investigation or disciplinary hearing or proceeding by a governmental agency, regulatory body, or professional association in connection with any matter, which resulted in an adverse finding or a restriction on your activities?

Yes		No	

C4a. Has any organization, either while you or any of the directors or executives of your company were a member of senior management or when you or any of the directors or executives of your company had a substantial ownership interest, ever been the subject of any investigation or disciplinary proceeding by a governmental agency, regulatory body, or professional association?

Yes		No	

C4b. Is any organization of which you or any of the directors or executives of your company are currently a member of senior management, or in which you or any of the directors or executives of your company have a substantial ownership interest, now the subject of any investigation or disciplinary proceeding by a governmental agency, regulatory body, or professional association?

Yes		No	

C5. Have you or any of the directors or executives of your company ever entered into an agreement concerning, or otherwise consented to any order or decree by a court, governmental agency or regulatory body in connection with, any securities law?

Yes		No	

C6. Has any organization, either while you or any of the directors or executives of your company were a member of senior management or while you had a substantial ownership interest, ever entered into an agreement concerning, or otherwise consented to any order or decree by a court, governmental agency or regulatory body in connection with any securities law?

Yes		No	

C7. During the past 10 years, have you or any of the directors or executives of your company been a named defendant in any civil legal action involving commercial disputes or creditor's claims (including but not limited to debt collection lawsuit, foreclosure, receivership, and involuntary liquidation) of greater than USD 10,000 (or equivalent in other currencies)?

Yes		No	

C8a. During the past 10 years, has any organization, either while you or any of the directors or executives of your company were a member of senior management or when you had a substantial ownership interest, been a named defendant in any civil legal action involving commercial disputes or creditor's claims (including but not limited to debt collection lawsuit, foreclosure, receivership, and involuntary liquidation) of greater than USD 10,000 (or equivalent in other currencies)?

Yes		No	

C8b. If "yes", did the subject matter involve your personal or any of the directors or executives of your company conduct or fall within your area of responsibility?

Yes		No		N/A	

C8c. If the answer to question A8a is "yes", were you or any of the directors or executives of your company active in settlement negotiations or arbitration?

Yes		No		N/A	

C9c. If the answer to question A9a is "yes", were you active or any of the directors or executives of your company in settlement negotiations or arbitration?

Yes		No		N/A	

C10. Have you or any of the directors or executives of your company, in your individual capacity, ever been a named defendant in any civil legal action involving (i) shareholder litigation, (ii) fraud or misrepresentation, or (iii) breach of fiduciary duty?

Yes		No	

C11. During the past 10 years, have you or any of the directors or executives of your company filed voluntarily, or had filed against you or any of the directors or executives of your company involuntarily, a bankruptcy petition?

Yes		No	

C12. During the past 10 years, has any organization, either while you or any of the directors or executives of your company were a member of senior management or when you or any of the directors or executives of your company had a substantial ownership interest, filed voluntarily, or had filed against such organization involuntarily, a bankruptcy petition?

Yes		No	

C13. Have you or any of the directors or executives of your company ever failed to pay when due any debt to a Government, or guaranteed by the Government (including but not limited to taxes, business loans, etc.)?

Yes		No	

C14. Has any organization, either while you or any of the directors or executives of your company were a member of senior management or when you or any of the directors or executives of your company had a substantial ownership interest, ever failed to pay when due any debt to a Government or guaranteed by a Government (including but not limited to taxes, business loans, etc.)?

Yes		No	

C15a. Has any organization, either while you or any of the directors or executives of your company were a member of senior management or when you or any of the directors or executives of your company had a substantial ownership interest, ever benefitted from a relationship with a political exposed person(s)?

Yes		No	

C15b. Is any organization of which you or any of the directors or executives of your company are currently a member of senior management, or in which you or any of the directors or executives of your company have a substantial ownership interest, ever benefitted from a relationship with a political exposed person(s)?

Yes		No	

Client Checklist		
1. Names of Principal Officers.	Certified copies of ID documents for at least two directors. (e.g. Passport). The passport must be valid and show the signature and photograph of the bearer.	
2. Evidence of the creation of the legal entity	Any of the documents listed in 13.	
3. Latest audited financial statements, and the name and address of your external auditor	Audited Financial Statements	
4. Authorised Account Signatories:	Board resolution to confirm account signatories and the signing instructions.	

Where original documents are not provided, copies must be certified as a true copy and photographs must be certified as a true likeness. Only members of the following professions can certify a document, Lawyer, Accountant, Manager of regulated credit or financial institution, Notary Public, Member of Judiciary, Senior Civil Servant, an Embassy, Consulate or High Commissioner of the country of issue of the document, Serving Police Officer or Customs Officer.

Human Resources Module – HR001

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PART A - Language Policy

I. Introduction

The Group ("**ARISE**") recognizes, respects and continues to embrace diverse ethnic, cultural and linguistic background of its human capital and fosters a culture of inclusion amongst its workforce. In addition to this, whilst conducting its business, ARISE wishes to foster the languages spoken in the geographical regions in which it operates.

II. Applicability

This policy applies for official communication between one or more of the categories of persons below when communicating within/outside the Group:

i. The Boards of Directors of all Group entities, either acting individually or collectively
ii. All employees, either acting individually or collectively
iii. Consultants
iv. Secondees to ARISE from other entities
v. Agency staff
vi. Work experience or other trainees

III. Policy & Principles

i. The Group recognises and respects the linguistic needs of all ethnic, cultural and national groups. The company recognises the status of English & French as important languages and as acknowledged international languages and therefore proposes to use these as the official medium of communication
ii. Business communication in non-English speaking countries will continue in the official language of the country when required. All expatriate managers in such countries are strongly encouraged to learn the official language of the nation in which operations are established.
iii. When operating in Francophone regions of Africa, one of the key expectations of the Group is that its staff learns and uses French for the purposes of communication. The purpose of this is to foster cultural inclusiveness of the region with a view to engaging and building trust with all local stakeholders.
iv. Should staff not be proficient in the use of French/official language, English will be the language used for communication.
v. Also, the English/Official language of the country will be the medium of communication with all non-French speaking stakeholders including customers, suppliers, investors and international institutions.

IV. General Guidelines

ARISE expects all its employees to adapt this approach to conducting business and mindfully commit to this policy and abide by it during official business whether in or outside the Group's own offices. It is also applicable on business trips when travelling along with colleagues for business purposes.

Further, in applying this policy, the Group shall ensure that:

i. all publications, press, media and social media releases relating to the Group will be published in French, English or official language of the host country.
ii. external correspondence relating to the Group's business, whether written, telephonic or face-to-face communications will be conducted in either French or English based on the preference of the stakeholder with whom the correspondence is being exchanged.
iii. This policy also applies to social and sporting events organised by the Group.
iv. all forms of other internal communications within every department and amongst colleagues, whether written, telephonic or face-to-face will be in either French or English.
v. ARISE's internet and intranet will be made available in English.

Note:

i. This policy is not aimed at breaching the personal space or privacy of its employees when they are not conducting the Group's business activities.

ii. Communication at social events that are not organised by the Group, or communication with friends or family on matters that are unrelated to the group etc. shall not be governed by this policy.

V. Sanctions & Disciplinary Measures

ARISE reserves the right to apply certain measures should staff fail to adhere to this policy. These measures may vary from "naming and shaming" offenders who breach this policy or the issuing of warning letters to those individuals.

PART B - Fair Employment Policy

I. Introduction & Purpose

ARISE is committed to providing a workplace where rights of all employees are respected. Our approach on Fair Employment is aligned to our Core Purpose of Growing Responsibly and is in full compliance with the conventions of the International Labour Organization (ILO) and United Nations Global Compact's (UNGC) guiding principles on human rights and labour.

The purpose of this policy is:

i. To treat all our employees with dignity and fairness
ii. To take a proactive approach to protecting the rights of people in all our workplaces
iii. Ensure compliance with all applicable national employment laws and international standards
iv. Create a fair and non-discriminatory workplace that provides equal opportunity to everyone
v. Establish, maintain, and improve the worker-management relationship and ensure employees' rights to self-representation
vi. Protect workers, including vulnerable categories such as migrant workers, and workers engaged through third parties
vii. Prohibit the use of child labour and forced labour
viii. Provide safe and healthy working conditions and promote the health of workers

II. Applicability

This policy applies to everyone who carries out work for ARISE across its various entities and jurisdictions, including:

i. All employees
ii. Applicants for employment with the Group
iii. Contractors, sub-contractors and agency staff
iv. Consultants
v. Secondees to ARISE from other entities
vi. Work experience or other trainees

III. Key Responsibilities

i. Respective Country Heads, Business Heads & Function Heads have the primary responsibility to ensure that all the workplaces under their jurisdiction adhere to the policy and review them annually.
ii. The head of any workplace is responsible to ensure day to day implementation and operational control for the provisions described in this policy;
iii. Managers / Supervisors are responsible for implementing this policy and must apply this policy as part of their day-to-day management of the group.
iv. HR function is responsible for monitoring and reviewing this policy and for ensuring that all employment-related policies, procedures and practices adhere to this policy.
v. The HR lead for workplace is responsible for the development of required processes and review framework specific to a given workplace.

III. Definitions

i. **Workplace** refers all offices, plantations/concessions, projects directly or indirectly managed by the Group where work is done for the Group.

ii. All terms denoting **people employed by ARISE** e.g. workers, employees, unless otherwise specified, refer to:
   a. The collective noun
   b. Both employed directly by ARISE or indirectly through labour-subcontractors
   c. All categories – Permanent or Fixed Term, employed Full-Time, Part-Time or Seasonal

iii. **Child Labour** refers to employment of children in an industry or business, for work that deprives them of their childhood, their potential and their dignity, and that is harmful to physical and mental development.

iv. **Minimum Age** the minimum age required by law for a person to work in a given jurisdiction.

v. **Forced labour** is any work or service which is exacted from any person which is not offered voluntarily. Providing wages or other compensation to a worker for such a service does not make it not forced or compulsory.

vi. **Working conditions** include physical infrastructure and environment, conducive to the work being carried out in the workplace, where applicable, it includes safe housing conditions, with access to potable drinking water, adequate sanitation, and emergency medical care.

vii. **Safe working environment** refer to complete physical and mental well-being of the employees. It includes a welcoming workplace free of abuse (including sexual harassment) and the prevention of risk to health caused by working conditions.

viii. **Human rights** are the basic rights and freedoms that belong to every person in the world. They are based on important principles like dignity, fairness, respect and equality. They are universal and inalienable and apply to everyone in equal and non-discriminatory manner.

ix. **Minimum Wage** is the lowest remuneration that employers must legally pay their workers in any given jurisdiction

x. **Industry Wage** is the standard wages prevalent in any given sector or industry in a given region

xi. **Equal Remuneration** for men and women workers for work of equal value refers to rates of remuneration established without discrimination based on sex.

xii. **Diversity** is acceptance of a range of human differences, including but not limited to race, ethnicity, country of origin, gender, sexual orientation, socio-economic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies

xiii. **Inclusion** is about focusing on the needs of every individual and ensuring the right conditions are in place for each person to achieve his or her full potential

xiv. **Access** refers to physical availability and access to food at workplace

xv. **Sufficient** refers to quantity of food that is sufficient to meet daily calorific needs of the workers, particularly of those engaged in hard physical labour, or those having special needs

xvi. **Safe** refers to clean and potable water, and to food prepared and stored in hygienic conditions

xvii. **Nutritious food** that provides essential carbohydrates, proteins, vitamins and minerals required as part of healthy diet

xviii. **Freedom of Association** refers to the right of all workers to join, or to refrain from joining, an association representing their collective interests

xix. **Collective Bargaining** is the way management and worker representatives agree on conditions of employment and provisions governing workplace affairs.

IV. Fair Employment Standards

There are six standards associated with ARISE's Fair Employment Policy:

i. Prohibition of Child Labour and Forced Labour
ii. Workplace Conditions
iii. Wages and Benefits
iv. Diversity & Inclusion
v. Health and Nutrition
vi. Freedom of Association and Right to Collective Bargaining

1. Fair Employment Standard I - Prohibition of Child Labour and Forced Labour

Standard Requirements

i. Any ARISE workplace shall not allow use of child labour or forced labour, either directly or through a sub-contractor
ii. Under no circumstances shall any ARISE workplace employ an individual under the local legal minimum age for work determined by national laws or regulations or by the competent authority.
iii. The minimum age for admission to any type of employment or work which by its nature or the circumstances in which it is carried out is likely to jeopardize the health, safety or morals the individual shall not be less than 18 years.
iv. Any ARISE workplace shall not allow physical punishment, abuse, or involuntary servitude of any worker. Procedures are in place to ensure that workers enter employment of their own free will and they are never prevented from leaving if they so wish
v. All Managers, supervisors and worker representatives shall be trained on the applicable definitions of child labour and forced labour
vi. All ARISE Labour-contractors shall maintain a roster of approved workers and only approved and verified workers are allowed access to ARISE premises for rendering any work. Information maintained for verified workers must contain
    a. Proof of age
    b. Work authorization in case of migrant worker
    c. Registration with applicable social security organization

Monitoring and Recordkeeping

i. Operations considered to have significant risk for incidents of:
    a. child labour;
    b. young workers exposed to hazardous work.
ii. Measures taken to contribute to the effective abolition of child labour
iii. Operations and suppliers considered to have significant risk for incidents of forced or compulsory labour
iv. Measures taken to the elimination of all forms of forced or compulsory labour.

2. Fair Employment Standard II - Workplace Condition

Standard Requirement

i. All ARISE workplaces shall treat employees with dignity, fairness and respect, and our employee and employment related practices shall be guided by our shared value of Mutual Respect, and ARISE Code of Conduct.
ii. All ARISE workplaces shall provide a safe working environment to employees, with documented safety & health measures and standard operating processes covering all relevant aspects of work posing potential risks to employee physical and mental safety and health.

iii. All employees should receive training on workplace safety, as defined under the Standard "Safe System of Work" under ARISE's Health and Safety Policy.
iv. All ARISE workplaces shall comply with applicable local laws related to maximum number of working days, standard working hours and overtime hours
v. All employees, shall be provided with a written, understandable, and legally binding employment contract and the terms and conditions as specified in the contract shall be respected
vi. All workplaces shall have in place a written process for grievance resolution
    a. It shall clearly specify responsible authority, escalation mechanism and process for resolving issues raised
    b. It shall have provision for keeping the name of the complainant confidential
    c. There shall not be any discrimination or punitive action against any employee raising a grievance
    d. The grievance process should be clearly communicated to all employees
vii. Undertake training of top leadership, managers supervisors and team leaders on human rights, employment law framework in jurisdiction, industry best practices and associated ILO conventions

Monitoring and Recordkeeping

i. **Human Rights**- Total number and percentage of operations that have been subject to human rights reviews, including instances of sexual harassment, or human rights impact assessments, by location.
ii. **Employee Safety**- Details of all safety related incidents as described under ARISE's Health and Safety Policy.
iii. **Employee Grievances**
    a. Details of all grievances received during the reporting period, including those made anonymously. This should include complaints of sexual harassment as raised through procedure defined in company's policy against sexual harassment
    b. Investigation report and action taken
iv. **Employee Records**
    a. Total number and rate of new employee hires during the reporting period, by age group, gender and location
    b. Total number and rate of employee turnover during the reporting period, by age group, gender and location
    c. Total number of employees without a legal contract, by gender and location
v. **Training and Education**
    a. Total number of hours in the reporting period devoted to training on human rights policies or procedures concerning aspects of human rights that are relevant to operations.
    b. Percentage of employees trained during the reporting period in human rights policies or procedures concerning aspects of human rights that are relevant to operations.
    c. Percentage of Managers/Team leaders trained during the reporting period in applicable employment laws and associated ILO conventions
    d. Average hours of training that the organization's employees have undertaken during the reporting period, by:
        - Gender
        - Employee category
    e. Type and scope of programs implemented, and assistance provided to upgrade employee skills.
    f. Percentage of total employees by gender and by employee category who received a regular performance and career development review during the reporting period.

3. Fair Employment Standard III - Wages and Benefits

Standard Requirements

i. Each ARISE workplace, shall seek and keep a copy of the rate of minimum wages applicable to that workplace. This clarification should cover
   a. the specified monthly/daily/hourly rate of wages
   b. All possible exceptions and exemptions as applicable under law
ii. Each ARISE workplace shall comply with the minimum wages, and ensure that wages are paid on time and in full, with all legally mandated deductions, such as taxes or social insurance, deposited to the legally stipulated accounts or agencies as required by law
iii. In cases where there is no minimum wage defined, the management shall pay Industry wages as applicable for the location
iv. Management shall ensure that both women and men have the right to equal remuneration for work of similar nature or equal value. This includes all additional income including rate of overtime payment.

Monitoring and Recordkeeping

i. Audit of payroll to ensure compliance to minimum wages
ii. Record of all the violation of minimum wages in a specified period
iii. Measures taken by the organization in the reporting period intended to ensure such violations are not repeated

4. Fair Employment Standard IV - Diversity & Inclusion

ARISE is an equal opportunity employer and we must strive to promote diversity and inclusiveness at all levels in the organization.

Discrimination is any negative action or attitude directed towards someone because of what ARISE considers as “protected characteristics”.

Discrimination may take in any of the below form:

i. **Direct Discrimination** occurs when a person is treated less favourably because of a protected characteristic that they either have or are thought to have. Direct discrimination can also occur by way of association, which is when a person is treated less favourably because, for example, their spouse or partners or other relative has a protected characteristic.
ii. **Indirect Discrimination** occurs when a provision, criterion or practice is applied equally to everyone, but has a disproportionately adverse effect on people who share a particular protected characteristic. A person with the protected characteristic who is disadvantaged in that way has a right to complain. To be justified, the provision, criterion or practice must be necessary for legitimate business reasons in circumstances where less discriminatory alternatives are not reasonably available.
iii. **Victimisation** occurs where someone is treated unfavourably because he/she has raised a complaint under this policy or taken legal action, in relation to any alleged act of unlawful discrimination, against ARISE or because he/she has supported someone else in doing this.
iv. **Harassment** is unwanted conduct that violates an individual’s dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. Harassment can take many different forms and may involve inappropriate actions, behaviour, comments, emails or physical contact that causes offence or are objectionable. Harassment may involve a single incident or persistent behaviour that extends over a period of time and can occur even if someone did not mean to cause offence. It also means that a person can be subjected to harassment by behaviour that is not aimed at them directly but which they nonetheless find unpleasant. Harassment is always unacceptable and where it relates to a protected characteristic it shall amount to discrimination.
v. **Discrimination arising from Disability** – in addition to the above, ARISE considers it wrong to treat a person unfavourably because of something that is the result, effect or outcome of their disability, unless the treatment is necessary and can be objectively justified. Furthermore, managers have a duty to make reasonable

adjustments to ensure that disabled applicants, employees or other workers are not substantially disadvantaged.

vi. **Examples of discrimination/harassment**- Hiring managers disproportionately, disqualify male or female job candidates on purpose based on gender;
    a. Managers bypassing team members with specific protected characteristics for promotion without being able to formally prove (for example, with documentation) the reasons other employees were selected instead;
    b. Managers applying differing pay increments based on particular protected characteristic;
    c. Managers assigning differing projects/roles based on particular protected characteristic;
    d. Employees making sexist comments;
    e. Employees sending emails disparaging someone's ethnic origin.

Standard Requirements

i. All ARISE workplaces shall be equal opportunity employer and all employee life-cycle related processes/decisions would ensure there is no harassment/discrimination (verbal, written or physical conduct that denigrates or shows hostility or aversion) based on race, ethnicity, country of origin, gender, sexual orientation, socio-economic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies
ii. ARISE workplaces shall make reasonable allowances in providing opportunities for work arrangements that accommodate the diverse needs of individuals at different career and life stages
iii. Undertake training of managers, supervisors and team leaders on concept, benefits and practice of behaviours and processes that promote diversity and inclusiveness

Monitoring and Recordkeeping

i. Total number of incidents of discrimination during the reporting period.
ii. Status of the incidents and actions taken regarding the following:
    a. Incident reviewed by the organization;
    b. Remediation plans being implemented;
    c. Remediation plans that have been implemented, with results reviewed
    d. Internal management review processes;
    e. Incident no longer subject to action.

5. Fair Employment Standard V- Workplace Health and Nutrition

Standard Requirements

i. All ARISE worksites shall ensure that all employees have access to adequate clean, potable water, and safe, hygienic food during working hours
ii. Annually assess each worksite to gauge employee access to
    a. clean and potable water
    b. safe and hygienic food during working hours
iii. Define priority actions for any gaps identified in the assessment, and budget for, and implement, the identified actions

Monitoring and Recordkeeping

i. Maintain records of the annual assessment, actions planned, and actions implemented, location where in violation of the standard & Corrective actions taken

6. Fair Employment Standard VI- Freedom of Association and Right to Collective Bargaining

Standard Requirements

i. Workers, shall have the right to join, or to refrain from joining, representative associations of their choice and to bargain collectively
ii. A worker's choice to form or join an association will not compromise their equal treatment at work
iii. Where the right to freedom of association and collective bargaining is restricted under law, the management shall develop alternate internal processes for collaborating with workers in managing workplace affairs, e.g. Joint Consultative Council defined under level 2 of maturity level
iv. Conduct training of Managers, Supervisors, and worker representatives on applicable definitions, rights and procedures as defined under the local jurisdictions

b. Monitoring and Recordkeeping

i. No of total workforce under protected category (if applicable)
    a. Percentage of protected workers covered under union
    b. Percentage of protected workers covered under a collective bargaining agreement
ii. No and types of awareness training conducted
iii. Operations and suppliers in which workers' rights to exercise freedom of association or collective bargaining may be violated or at significant risk either in terms of:
    a. type of operation (such as manufacturing plant) and supplier;
    b. countries or geographic areas with operations and suppliers considered at risk.
iv. Measures taken by the workplace in the reporting period intended to support rights to exercise freedom of association and collective bargaining.

V. Complaints Procedure for incidences of Discrimination/Harassment

1. Formal Complaint Mechanism

i. Anyone who is subject to discrimination or harassment based on their protected characteristics shall, if possible, inform the alleged perpetrator that the conduct is unwanted and unwelcome.

ii. ARISE recognizes that discrimination / harassment may occur in unequal relationships (e.g. between a supervisor and his/her employee) and that it may not be possible for the victim to inform the alleged perpetrator. If a victim cannot directly approach the alleged perpetrator, he/she shall approach the Human Resource Business Partner of the Country/ or Corporate HR Manager (in case of no HRBP) for filing complaints of discrimination or harassment.
iii. When the designated person receives a complaint of discrimination or harassment, he/she shall:
    a. Immediately record the dates, times and facts of the incident(s)
    b. Ascertain the views of the victim as to what outcome he/she wants
    c. Ensure that the victim understand the group's procedures for dealing with the complaint
    d. Discuss and agree the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursing a formal complaint if he/she is not satisfied with the outcome
    e. Keep confidential record of all discussions
    f. Keep the Head of HR, Pawan Jain (pawan.jain@arisenet.com) informed by sharing with him the record of all discussions and actions taken
    g. Respect the choice of the victim
    h. Ensure that the victim knows that they can lodge the complaint outside of the company through the relevant county/legal framework
iv. Throughout the complaints procedure, if required, the victim can be helped by a counsellor within the group.

v. ARISE recognizes that because discrimination / harassment often occurs in unequal relationships within the workplace, victims often feel that they cannot come forward. ARISE understands the need to support victims in making complaints.

vi. The HRBP/Corporate HR Manager who initially received the complaint shall refer the matter to the Head of HR, Pawan Jain (pawan.jain@arisenet.com) to instigate a formal investigation. The Head of HR may then deal with the matter by referring the matter to an internal or external investigator or refer it to a committee of three others appointed by HR.

vii. The person(s) carrying out the investigation shall:
   a. Interview the victim and the alleged harasser separately
   b. Interview other relevant third parties or witnesses separately
   c. Decide whether or not the incident(s) of discrimination / harassment took place
   d. Produce a report detailing the investigations, findings and any recommendations
   e. If the harassment took place, decide what the appropriate remedy for the victim is, in consultation with the victim (e.g. an apology, a change of working arrangements, training for the perpetrator, discipline, suspension, dismissal etc)
   f. Follow up to ensure that the recommendations are implemented, that the behaviour has stopped and that the victim is satisfied with the outcome
   g. If it cannot determine that the discrimination / harassment took place, the person(s) carrying out the investigation may still make recommendations to ensure proper functioning of the workplace
   h. Keep a record of all actions taken
   i. Ensure that all the records concerning the matter are kept confidential
   j. Ensure that the process is done as quickly as possible and in any event within 21 days of the complaint being made

2. Informal complaints mechanism

If the victim wishes to deal with the matter informally, the HRBP/ Corporate HR Manager shall:

i. Give an opportunity to the alleged perpetrator to respond to the complaint
ii. Ensure that the alleged perpetrator understands the complaints mechanism and possible consequences
iii. Facilitate discussion between both parties to achieve an informal resolution which is acceptable to the complainant, or refer the matter to a designated mediator within the group to resolve the matter
iv. Ensure that the confidential record is kept of what happens
v. Follow up after the outcome of the complaints mechanism to ensure that the behaviour has stopped'

Ensure that the above is done speedily and within 21 days of the complaint being made.

VI. Inadvertent Discrimination/Harassment

i. Sometimes people who discriminate or harass others do not realize that their behaviour is wrong. ARISE understands that this is possible, but that does not make the perpetrator any less responsible for their actions.

ii. If a person suspects that someone does not realize their behaviour is discriminatory under the definition of this policy, let them know and ask them to stop.

iii. Communication via email shall be preferred so that such request is recorded. A person shall not use this approach where perpetrator is a manager or a higher manager, investor or customer. In such a case, report to Pawan Jain, Head of HR (pawan.jain@arisenet.com) as soon as possible.

VII. Sanctions and Disciplinary Measures

Anyone found to have discriminated or harassed another person under the terms of this policy is liable to any one or combination of the following sanctions:

i. Verbal or written warning
ii. Adverse performance evaluation
iii. Transfer
iv. Demotion
v. Suspension
vi. Dismissal
v. The nature of the sanctions shall depend on the gravity and extent of the offence. Suitable deterrent sanctions shall be applied to ensure that incidents of discrimination are not treated as trivial.

PART C - Recruitment Policy

I. Introduction

The Group **"ARISE"** believes that the human capital is the backbone of the organization & will always strive to tap the best resources available.

Hiring is subject to legal and regulatory provisions as well as to the contractual provisions applicable to the Group entities. An employment contract must sanction the hiring process.

The individual employment contract within the context of the Local Labor Code is an agreement by which a person undertakes to place his professional activity under the direction and authority of another person who undertakes to pay him compensation.

II. Applicability

This procedure applies to the recruitment of all categories of employees working in the Group entities. However, for the recruitment of execution staff working on operating sites, steps may be simplified (creation of e-mail; distribution of the induction kit; specific confidentiality clause).

Any recruitment request must first be validated by the Country Director/Site Head before any process undertaken with the human resources department.

III. Procedures

1. Job applications

i. Unsolicited employment requests shall be sent by email to the Human Resources Department (hr.gabon@arisenet.com/hr.ivoire@arisenet.com/hr.mauritania@arisenet.com), which assesses the workforce needs. Vacancies shall also be published on the recruitment site, this shall also allow existing employees to apply (Internal Recruitment, Employee Referral). Also, spontaneous applications can also be sent through the recruitment site.

ii. The Human Resources Department shall begin the process of recruiting a candidate once a vacancy / needed position is advertised.

iii. The CVs or corresponding files sought shall first be selected in the CV library. If the profile is unavailable in the CV library, the company shall publish the offer on the recruitment site; or shall use a recruitment agency or may publish its offer in an official journal.

2. Recruitment of employees:

For all human capital needs, the recruitment procedure is outlined as follows:

i. Identification of the need for manpower by the requesting department.
   a. Description of the profile of the position to be filled (responsibilities, qualification, professional experience, socio-professional category, etc.)
   b. Definition of the budget for the position to be filled
   c. Market determination (internal or external application),

ii. The requesting department must obligatorily take the approval of the Country Director or Site Director before starting any recruitment procedure. These validations must be done when setting up the budgets for the coming year unless this creation of position is essential during the year, a special approval from the Country Director shall be required. This Approval must be sent to the Human Resources Department in order to start the recruitment process.

iii. Publication of the recruitment announcement.

3. Preselection:

i. The preselection shall be done by the Human Resources department in order to filter the application flow by analyzing the resumes received.
ii. The preselection must take into account ARISE's commitments in the area of recruitment, in particular the absence of discrimination on the grounds of sex, religion, ethnicity; disability, or nationality. If a legal commitment has been made to a specific group (for example, Social Contract to favor the communities affected by the Group Company's operations; commitment to the 'nationalization' of jobs), qualified candidates corresponding to the preference criterion shall have priority over to other candidates of qualification and equivalent experience.
iii. The selected files shall be presented to the requesting department, which determines the dates and times for the individual interviews.

4. Interview and Hiring:

i. The human resources department and the requesting department shall conduct the job interviews according to the dates, times and location of the interview set by the department head.
ii. In case of unavailability of one of the departments, interviews can take place in the following ways:
    a. through a Panel (shall be present: a representative of the HR department, The Head of the requesting department) or
    b. the first interview shall be done by the HR department and final interview by the requesting department.
iii. During the job interview, the candidate must be identified by the presentation of a valid identity document and must provide for the occasion a file including:
    a. Identity documents - mandatory
    b. An updated Curriculum Vitae
iv. Any candidate for a job must submit to this procedure and submit, if necessary, in support of their request a complete file.
v. The identity of the candidates selected during the interview shall be sent to the Human Resources department, which shall carry out the following steps (salary negotiation and terms of employment, job offer, suitability for employment, work contract, request for professional equipment, integration of the new employee).

5. The job offer:

i. The selected candidate shall receive a job offer from the human resources department.
ii. This offer shall indicate, the position to be filled, the socio-professional category, the gross monthly remuneration. The candidate in the event of acceptance must indicate this by his signature followed by the mention "read and approved" and the effective date of hiring.
iii. Hiring shall not take effect until after the medical examination for fitness for employment. After the medical examination, the latter must fill out the various forms necessary for hiring: information form, additional insurance form (employee and beneficiaries according to company policy).
iv. Except in exceptional cases, fixed-term contracts are offered for hire for a period of:
    a. Six (6) months for supervisors and enforcement officers
    b. One (1) year for Executives

6. Fitness to work and medical supervision

i. The offer having been signed by the candidate, he or she shall be given the medical examination form as well as a letter by the company so that he can carry out his hiring medical examination. This visit is coordinated by the company doctor who shall confirm whether the candidate is fit to work or not. ARISE reserves the right to withdraw its offer or to modify the terms of the offer due to the recommendations of the company doctor.

ii. For Other medical examination: All workers must be subject to periodic examinations at the expense and under the responsibility of the employer; after termination of employment, an exit medical examination must also be carried out at the discretion of the company doctor, however;
   a. No worker shall be admitted to employment without having undergone a medical examination of aptitude for final employment.
   b. The medical examination before hiring is compulsory when it is:
   b. at. work involving a serious risk either because of the nature of the products and objects handled or used, or because of the conditions under which the work is performed;
   c. women and children under the age of 18;
   d. physically or mentally disabled.

7. Integration procedure:

i. **Before the hiring date -** The Candidate must submit all the documents required for the creation of his personnel file (Joining form, Overseas Bank Account details, Group Insurance Form). The human resources department must ensure that requests for material necessary for the performance of the work of the employees are subject to the relevant departments at least 7 to 15 days before arrival. For the recruitment of expatriate staff, in the event of accommodation not organized before arrival, a hotel reservation form must be sent to the administrative department. The announcement of the new arrival must also be prepared before his arrival and this in coordination with the communications department.

ii. **From the date of hire-** On the first day of work, the employee must sign his employment contract and complete any other administrative procedure required, then an orientation may be carried out to let employee know various departments and places such as the infirmary, the canteen etc. Employee shall also be given an integration kit containing: The code of conduct, the ARISE policy dossier, company gadgets and other brochures. Employee shall also be redirected to the IT department to acquire the equipment necessary for the execution of his/her missions. Employee must be registered with the Government Social Security Program. An HSE induction must also be made for any employee working on operating sites.

PART D - Sexual Harassment Policy

I. Introduction

The Group **("ARISE")** is committed to providing a safe working environment for all its employees so that persons, irrespective of gender or sexuality, are free from harassment at work including sexual harassment. ARISE's culture is based on mutual respect and collaboration amongst its workforce. Sexual harassment is a serious violation of those principles and as such, the Group will operate a zero-tolerance policy for any form of sexual harassment in the workplace.

All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimised for making such a complaint.

II. Purpose

The aims of this policy are:

i. To give staff the assurances that reports of sexual harassment at work will be taken seriously and investigated as appropriate and that their confidentiality will be respected.
ii. To provide staff with information on the internal mechanism for reporting such complaints.
iii. To reassure staff that they shall be able to raise genuine concerns without fear of penalisation, discrimination, or reprisals.

III. Applicability

This policy applies to everyone who carries out work for ARISE across its various entities and jurisdictions, including:

i. The Boards and Directors of all Group entities
ii. All employees
iii. Contractors and sub-contractors
iv. Consultants
v. Secondees to ARISE from other entities
vi. Agency staff
vii. Work experience or other trainees

IV. Definition

What Is Sexual Harassment?

i. Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment which is hostile, intimidating or humiliating for the recipient.
ii. Sexual harassment can involve one or more incidents and actions constituting harassment and these actions may be physical, verbal or non-verbal. Pursuing or flirting with another person persistently without the other person's willing participation also constitutes sexual harassment. Further examples of conduct or behaviour which constitute sexual harassment include, but are not limited to:

    a. Physical Conduct

    - Unwelcomed physical contact including, but not limited to, patting, pinching, stroking, kissing, hugging, fondling or any other forms of inappropriate touching.
    - Physical violence including sexual assault.
    - Whistling, leering or stalking when that action is construed as unwelcomed attention.

b. Verbal conduct

- Comment on someone's looks, dress, sexuality or gender in a derogatory or objectifying manner or a manner that makes them uncomfortable.
- Make obscene sexual comments, jokes, stories or gestures that humiliate or offend someone.
- Sexual advances.
- Repeated and unwanted social invitations for dates or physical intimacy.
- Insults based on the sex or sexuality of the worker.
- Sending sexually explicit messages (by any mode of communication).

c. Non-verbal conduct

- Display of sexually explicit or suggestive material.
- Sexually-suggestive gestures.

iii. Anyone can be a victim of sexual harassment, regardless of their sex and of the sex of the harasser. ARISE recognizes that sexual harassment may also occur between people of the same sex. What matters is that the sexual conduct is unwanted and unwelcome by the person against whom the conduct is directed.

iv. ARISE recognizes that sexual harassment can be a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between manager or supervisor and employee.

v. ARISE will treat every person who supports or overlooks sexual harassment as much at fault as offenders. Managers and Human Resources (HR) department are obliged to prevent sexual harassment and act when they have suspicions or receive reports. Letting sexual harassment continue or encouraging it will bring about disciplinary action. Anyone who witnesses an incident of sexual harassment or has other kinds of proof should report to HR.

vi. All sexual harassment is prohibited whether it takes place within ARISE premises or outside, including at social events, business trips, training sessions or conferences sponsored by ARISE.

V. Principles on Sexual Harassment

ARISE instils in its corporate culture the following the 4 principles on sexual harassment:

i. **No one has the right to sexually harass its employees**.
Any person in ARISE who is found guilty of serious harassment will have their employment contracts terminated irrespective of position. Also, if representatives of our contractors or vendors sexually harass our employees, ARISE shall demand that the company they work for takes disciplinary action and/or refuse to work with this person in the future.

ii. **Sexual harassment is never too minor to be dealt with**.
Any kind of harassment can wear down employees and create a hostile workplace. ARISE will hear every claim and punish offenders appropriately.

iii. **Sexual harassment is about how we make others feel unnecessarily uncomfortable.**
Many do not consider behaviours like flirting or sexual comments to be sexual harassment, thinking they are too innocent to be labelled that way. But, if something a person does makes their colleagues uncomfortable, or makes them feel unsafe, he/she must stop.

iv. **ARISE will not allow further victimisation of harassed employees**.
ARISE will fully support employees who were sexually harassed without fear of penalisation, discrimination, or reprisals.

VI. Complaints Procedure

1. Formal Complaint Mechanism

i. ARISE recognizes that sexual harassment may occur in unequal relationships (e.g. between a supervisor and his/her employee) and that it may not be possible for the victim to inform the alleged harasser. Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome.

ii. If a victim cannot directly approach the alleged harasser, or if the informal complaint mechanism has not led to satisfactory outcome for the victim; he/she shall approach the Human Resource Business Partner (HRBP/ or HR Corporate Manager (in case of no HRBP)

iii. When the HRBP/HR Corporate Manager receives a complaint of sexual harassment, he/she shall:
   a. Immediately record the dates, times and facts of the incident(s)
   b. Ensure that the victim understands the company's procedures for dealing with the complaint
   c. Discuss and agree the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursing a formal complaint if he/she is not satisfied with the outcome
   d. Keep confidential record of all discussions
   e. Keep the Chief Human Resource Officer, Pawan Jain (pawan.jain@arisenet.com) informed by sharing with him the record of all discussions and actions taken

iv. The designated person who initially received the complaint will refer the matter to the Chief Human Resource Officer, Pawan Jain (pawan.jain@arisenet.com) to instigate a formal investigation. The Head of HR may then deal with the matter himself, refer the matter to an internal or external investigator or refer it to a committee of three others appointed by HR.
   a. The person(s) carrying out the investigation shall:
   b. Interview the victim and the alleged harasser separately
   c. Interview other relevant third parties or witnesses separately
   d. Decide whether or not the incident(s) of sexual harassment took place
   e. Produce a report detailing the investigations, findings and any recommendations
   f. If the harassment took place, decide what the appropriate remedy for the victim is, in consultation with the victim (e.g. an apology, a change of working arrangements, training for the harasser, discipline, suspension, dismissal etc)
   g. Follow up to ensure that the recommendations are implemented, that the behaviour has stopped and that the victim is satisfied with the outcome
   h. If it cannot determine that the harassment took place, the person(s) carrying out the investigation may still make recommendations to ensure proper functioning of the workplace
   i. Keep a record of all actions taken
   j. Ensure that all the records concerning the matter are kept confidential
   k. Ensure that the process is done as quickly as possible and in any event within 21 days of the complaint being made.

2. Informal Complaints Mechanism

If the victim wishes to deal with the matter informally, the person designated for sexual harassment matters shall:

a. Give an opportunity to the alleged harasser to respond to the complaint.
b. Ensure that the alleged harasser understands the complaints mechanism and possible consequences.
c. Facilitate discussion between both parties to achieve an informal resolution which is acceptable to the complainant, or refer the matter to a designated mediator within the company to resolve the matter.
d. Ensure that the confidential record is kept of what happens.
e. Follow up after the outcome of the complaints mechanism to ensure that the behaviour has stopped.
f. Ensure that the above is done speedily and within 21 days of the complaint being made.

3. Outside Complaints Mechanism

i. The most extreme form of sexual harassment is sexual assault including rape. This is a serious crime and ARISE will support the employees who want to press charges against offenders.
ii. A person who has been subject to sexual assault can also make a complaint outside of the company directly to the police.
iii. If the complainant reports an assault to the police, ARISE will provide all possible support until the matter is resolved. ARISE will also ensure that the complainant is not victimized and that access to relevant evidence admissible in court is provided to the police such as video footage, emails (without revealing confidential information about other employees).

VII. Inadvertent Harassment

i. Sometimes people who harass others do not realize that their behaviour is wrong. ARISE understands that this is possible, but that does not make the perpetrator any less responsible for their actions.
ii. If a person suspects that someone does not realize their behaviour is sexual harassment under the definition of this policy, he/she shall let them know and ask to stop.
iii. Communication via email shall be preferred so that such request is recorded. A person shall not use this approach where perpetrator is a manager or a higher manager, investor or customer. In such a case, report to the HRBP/HR Corporate Manager, as the case maybe.

VIII. Sanctions & Disciplinary Measures

i. Anyone who has been found to have sexually harassed another person under the terms of this policy is liable to any one or combination of the following sanctions:
   a. Verbal or written warning
   b. Adverse performance evaluation
   c. Transfer
   d. Suspension
   e. Dismissal
ii. The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial. Certain serious cases, including physical violence, shall result in instant dismissal of the harasser.

IX. Supporting Victims

i. Apart from investigating claims and punishing perpetrators, ARISE will support the victims of sexual harassment. If a victim experiences trauma, stress or other symptoms because of harassment, he/she can be referred to the company's doctor who may advise the following:
   a. Taking a few days of sick leave to restore their mental health
   b. Talking to HR to evaluate other options that may be available.
ii. The victim's job and benefits will not be jeopardized or altered if he/she choose any of those options or other means to recover.

PART E - Employee Grievance Mechanism

I. Introduction & Purpose

The purpose of this policy is to have a grievance mechanism in place for addressing formal individual employees' complaints.

Employees can report any grievance/complaint to the Human Resource Department. However, the employee is free to inform employee representatives of the grievance exposed.

The grievance mechanism process does not replace existing legal or administrative processes and any law in force by local authorities within the countries ARISE operates in.

II. Applicability

The grievance mechanism applies to all employees of ARISE.

III. Definitions

1. Grievance: an official statement of employee dissatisfaction that an individual/group of individuals want to raise and address to the company.

2. Grievance mechanism: a legitimate, accessible and consistent mechanism for receiving, assessing, investigating, consulting on, resolving and responding to formal complaints or concerns that may arise as a direct result related to employment and working conditions.

3. Individual: employees of ARISE.

4. HR Department: check the complaints/Suggestion boxes and oversee the:

- assessment of the significance and the merit of the grievance;
- analysis if the employee is directly harmed by the situation;
- resolution of the grievance in case of legitimacy of the complaint.

IV. Confidentiality

i. ARISE shall respect and maintain the confidentiality of the personal details of those raising a complaint and these will only be disclosed to the parties involved in handling the grievance.

ii. Anonymous grievance (s)/complaints shall be investigated as per process subject to the decision of the human resource department and site BU head. It is therefore requested to employees to make a detailed statement of the situation they are facing by indicating: the names of the people involved, the words used if necessary, or any other document that might support their complaint.

V. Procedure to report a grievance

Following channels shall be used to report a grievance:

i. Through an email to respective Human Resource Manager

ii. Through a formal letter addressed to the Country HR Head/Country Head

iii. Through a formal verbal discussion to local HR manager

iv. By putting your grievance in the grievance/suggestion boxes placed across the site

VI. Grievance Redressal Process

i. **STEP 1-** Reception of the Grievance from various channels.
ii. **STEP 2-** Acknowledgement from HR **within 72 hours.**
iii. **STEP 3-** Investigation by HR department within **5 days** of reception of grievance.
iv. **STEP 4-** Feedback to Individual within maximum **10 days** of reception of grievance.
v. **STEP 5-** Follow up and close out.

Annexure – Code of Conduct

I. General Obligations

1. Health and Safety

i. The Group **"ARISE"** is committed to offer and maintain a healthy and safe work environment by complying with national regulations and best standards regarding health and safety. Every employee is expected to adhere to the policies issued in respect of Health & Safety (e.g. Smoking, Drug & Alcohol Use Policy, HSE Policy, ESG Policy etc.).

ii. The Group has zero tolerance approach towards employees who fail to comply with the provisions of local driving laws/rules; and/or drive unsafely. Hence, employees are required to adhere to the local laws/rules and drive safely.

iii. Vehicles which belong to or are rented by the company shall be equipped by a tracking device and speed regulator device.

2. Harassment, Equal Opportunity, Tolerance and Diversity

i. The Group is committed to offer and maintain a work environment where everyone accepts the differences of each other, even if these differences go against his/her culture and convictions.

ii. The Group has a zero-tolerance approach towards any kind of harassment or behaviour which is likely to create an aggressive, indecent, hostile work environment.

iii. Each employee is required to show tolerance and respect in the work relations.

iv. The Employees are required to comply with the Language Policy, Standard IV of the Fair Employment Policy & Sexual Harassment Policy.

3. Confidentiality and Loyalty

i. Every employee shall maintain professional secrecy by not disclosing sensitive information during the validity of the labour contract and after expiration, concerning the employer and its activities; to persons not authorized to receive it, unless formal approval from the hierarchy is obtained. Any violation of the professional secrecy constitutes a gross misconduct which results in termination without notice and/or legal proceedings.

ii. Every Employee shall commit to dedicate his/her necessary time, activities and knowledge to his/her function during the duration of the labour contract and to participate only in the Group's activities and must strictly abstain himself to take any direct or indirect interest in other business without the employer's formal approval. He/she is required to take professional decisions in impartial and objective way.

iii. To obtain approvals, it is required that employees do not hesitate to ask the opinion of their immediate superior. The approval of the immediate superior is required every time an employee needs to disclose an internal document to someone outside the Group or outside the business, by photocopying, email or fax.

4. Protection of Company Assets

i. Safeguarding and making appropriate use of companies of ARISE Group assets is the responsibility of the employees. The assets entrusted to them need to be used for the purpose of the job and in meeting the business needs of the company.

ii. Employees of the company must ensure that appropriate care is taken to maintain these assets. He/she shall be responsible for assets which are damaged, misused or misappropriated and consequences resulting from the same.

iii. Any type of equipment entrusted to the employee should not be used for the personal activities.

iv. Any form of reasonable, limited and occasional personal use will be permitted if the usage is:
   a. Reasonable and do not affect the daily work routines of the company;
   b. Do not have any adverse impact on the company;
   c. Not illegal or improper.

5. Child labour

i. The Group condemns illegal employment of children. The employees, suppliers, customers and business partners shall make commitment to fight against such abuse. Internally, employees cannot be employed under the age of 18 years old.

ii. Each business, employee, manpower supplier shall comply with Fair Employment Standard I - Prohibition of Child Labour and Forced Labour.

II. Obligations towards Public Authorities & Political Participation

i. Every person to whom the Anti-Bribery & Corruption policy is applicable shall comply with the same.

ii. The Group is committed to respect the sovereignty of the state and not interfere either in the functioning or in the financing of the political parties.

iii. The Group recognizes the employee's right in participating in the political process of the country. However, while doing so, he/she shall abstain from the following:

   a. The involvement in politics is done outside working hours and using their own resources;

   b. Their activities do not conflict with the interest of the company;

   c. The involvement in politics do not use company's property;

   d. Views and actions are kept for their own.

III. Obligation while dealing with Suppliers, Customers, Partners

i. Every person to whom the Conflict of Interest policy is applicable shall comply with the same.

ii. Every employee shall, at any point of time, remain loyal towards the companies of ARISE Group.

IV. Obligations towards Local Populations

i. The Group is committed to work for the economic and social development of the local communities of the host countries.

ii. The Group aims to achieve all promises to local communities, & to involve as much as possible the stakeholders and to provide means to local communities to accomplish their own initiatives.

iii. Employees are required to respect the diverse ethnic communities and their native customs, traditions and rites.

iv. The Group is committed and expects its employees to protect the environment, & operate in compliance with the applicable regulations regarding environment as well as internal and international environmental standards.

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PART A – Conflicts of Interest Policy

I. Introduction

The Group **("ARISE")** is committed to conducting its business with honesty and integrity. Therefore, employees of the Group are expected to conduct their relationships with each other, the company and outside organisations with objectivity and veracity. When employees' personal interests either influence, has the potential to influence, or are perceived to influence their decision making at the workplace, a conflict of interest situation arises.

ARISE is committed to avoiding, and mitigating any conflict of interest that may come up between the Group and its staff and associates.

This policy aims to-

i. assist the Group, its management and employees to identify actual, potential and perceived conflicts of interest and to manage them appropriately.
ii. Where conflict of interest cannot be avoided, provide guidance to ensure it is managed fairly to prevent it from causing a material risk of damage to the interest of ARISE and its clients or suppliers.

II. Applicability

This policy applies to:

i. The Boards of Directors of all ARISE entities across the Group, either acting individually or collectively
ii. All ARISE employees, either acting individually or collectively
iii. Contractors and sub-contractors
iv. Consultants
v. Secondees to ARISE from other entities
vi. Agency staff
vii. Work experience or other trainees
viii. Any person or collective persons that can influence the activities of the Group.

III. Definition- Conflict of Interest

i. A **conflict of interest** is a situation in which an individual working for the Group has a competing professional or personal interest. This can include, but is not limited to, financial interests, related-party business undertakings, personal relationships, non-financial personal interests and affiliations for-profit and not-for-profit organisations, or with political or professional organisations. Such competing interests can make it difficult for the individual to fulfil his or her responsibilities impartially.
ii. A conflict of interest may be actual, apparent or perceived:
   a. An actual conflict of interest – where an individual faces a real, existing conflict
   b. A potential conflict of interest – where an individual could be in a situation that may result in a conflict
   c. A perceived conflict of interest – where the individual could be in a situation that may appear to be a conflict, even if this is not the case.
iii. Individuals are expected to recognize when they have, potentially have, or could be perceived as having, a conflict of interest. If so, they shall consult their immediate manager about circumstances which might create a conflict of interest.
iv. The existence of a conflict of interest may not, in and of itself, be evidence of wrongdoing. In fact, for many professionals, it is virtually impossible to avoid having conflicts of interest from time to time but it is the effective management of these conflicts that ensures that the Group's business interests are not compromised.
v. Examples of conflicts of interest situations include the following (please note that this is not an exhaustive list):
   a. Personal workplace relationships e.g. hiring or supervising a closely related person;
   b. External mandates e.g. serving on the board of directors of Group's competitor company;
   c. Outside employment e.g. having a second job without the knowledge of the Group especially if it is with a customer, supplier or competitor of the Group;

d. Promoting financial interests e.g. owning a substantial share of a Group's supplier while being in a position to steer business towards it;
e. Receiving fees, commissions, discounts, gifts, entertainment or services e.g. receiving cash or gifts or discounts from the Group's business partner.

IV. Avoiding Conflicts of Interest Situations

i. As part of their employment, individuals have a contractual obligation of loyalty to the Group. Accordingly, individuals shall avoid any conflicts of interest with the Group. In the same way, where a conflict of interest is identified, the Group will seek to organize its business activities in a manner which avoids such a conflict. "Avoiding" a conflict of interest means individual or the Group take decisions or actions to ensure a conflict of interest does not occur or does not have the potential to occur in the first place.
ii. The Group respects individuals' rights and choices and does not wish to interfere with their personal lives. However, individuals' avoidance of conflicts of interest is an important part of maintaining the integrity and sustainability of our business and builds trust and support amongst colleagues and our key stakeholders.

V. Disclosure and Management of Conflicts of Interest

i. To effectively manage conflicts of interest, employees must identify all known and potential conflicts that exist in relation to clients and suppliers of the Group and these are to be documented and listed in the Conflicts Inventory and Register. (Refer Appendix I).
ii. It is the duty of all persons to whom this policy applies to immediately report such conflict in writing when any actual, potential or perceived conflict becomes known to:

Name:	
Designation:	Chief Risk & Compliance Officer
Email:	

The disclosure must be made in writing and include sufficient detail, considering the nature of the conflict to enable the Group to make an informed decision with respect to the service in the context of which the conflict of interest arises.

iii. The Chief Risk & Compliance Officer shall then ensure that the identified conflict is entered into the Conflicts Inventory and Register and ensure; furthermore, in collaboration with the respective line manager and/or business head, that proper steps are taken to manage any conflict or perceived conflict.
iv. The conflict mitigation measure must also be stated next to the conflict identified in the Conflicts Inventory and Register.
v. Disclosure of a private interest does not in itself resolve a conflict; however, it enables the necessary steps to be taken to determine what measures are needed to resolve or manage the conflict.
Examples of measures that can be taken for managing conflicts may include the following (note that this is not an exhaustive list):
a. Revision of the procedures to prevent or control the exchange of information between relevant persons engaged in potentially conflicting activities where the exchange of that information may harm the interests of ARISE itself, its investors, suppliers or clients.
b. Separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of the Group where it may give rise to a conflict with the interest of ARISE's investors, suppliers or clients.
c. Measures to prevent or limit any person from exercising inappropriate influence over the way in which a relevant person carries out services or activities.
d. Measures to prevent or control the simultaneous or sequential involvement of a relevant person's activities where such involvement may impair the proper management of conflicts of interest.

e. With respect to decisions by directors of the Group entities, where any director is conflicted or potentially conflicted on a specific matter, the relevant director will be recused from making any decisions pertaining to such matter.

VI. Monitoring Conflicts of Interest

i. Once conflicts have been identified, disclosed and recorded in the Conflicts Inventory and Register, further procedures and controls to monitor the effectiveness of the management arrangements of such conflicts shall be undertaken.

ii. The Board(s) of ARISE entities shall also, on a bi-annual basis, evaluate the adequacy and effectiveness of the measures, internal control mechanism and mitigating arrangements in relations to conflicts of interest and shall take appropriate measures to address any deficiencies.

VII. Education & Awareness

i. All ARISE employees and directors of the Group entities shall be trained on conflicts of interest issues and the company's policy on managing conflicts.

ii. All staff and directors are required to give an annual undertaking confirming adherence to this Conflicts of Interest policy.

Education has to be an intrinsic part of ESMS systems

PART B – Whistleblowing Policy

I. Introduction

The Group ("ARISE") aims to maintain the highest standards of honesty and accountability in accordance with its policies and procedures where staff can report in confidence, as soon as possible, any legitimate concerns in every area of its business and operations.

This policy is designed to allow staff to disclose information which they believe shows malpractice, unethical conduct or illegal practices in the workplace without being penalised in any way. This includes protecting staff from any detriment or discrimination if they do report on improper or illegal conduct within the organisation.

The aims of this policy are:

i. To encourage staff to report suspected wrongdoing as soon as possible in the knowledge that their concerns will be taken seriously and investigated as appropriate and that their confidentiality will be respected.
ii. To provide staff with information on the internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace.

II. Applicability

This policy applies to everyone who carries out work for the Group entities across various jurisdictions, including:

i. The Boards of Directors of all Group entities
ii. All employees
iii. Contractors, sub-contractors and consultants
iv. Agency staff
v. Work experience or other trainees

III. Definition - Whistleblowing

i. Whistleblowing is the term used when a person passes on information concerning wrongdoing. This is called "making a disclosure" or "blowing the whistle". The wrongdoing will typically (although not necessarily) be something they have witnessed at work.
ii. A person who makes a disclosure must reasonably believe two things:
    a. Firstly, that they are acting in the public interest which means that personal grievances and complaints are not covered by the company's Whistleblowing policy.
    b. Secondly, that they reasonably believe that the disclosure tends to show past, present or likely future wrongdoing falling into one or more of the following categories:
        - Criminal offences (this may include, for example, types of financial impropriety such as fraud).
        - Violation of the law.
        - Miscarriage of justice.
        - Endangering of someone's health and safety.
        - Damage to the environment.
        - Communicating false information to a public body
        - Breach of ARISE's code of conduct
        - Covering up wrongdoing in the above categories.
iii. It is immaterial whether the information is confidential and whether the incident occurred, occurs or would occur in the country where the person is based or elsewhere and whether the law applying to it is that of the country the person is based in or of any other country or territory. A legal obligation can include a contractual or other civil obligation as well as an obligation under criminal law.
iv. Anyone who is uncertain if something is within the scope of this policy, should seek advice from the Chief Risk & Compliance Officer.

IV. Raising A Whistleblowing Concern

i. All whistleblowing disclosures will be treated as confidential and should be reported to the Chief Risk & Compliance Officer (CRO), the contact details of whom are given below:

Name:	**Mr. Swaminathan Kumaraswamy**
Telephone:	**…………………………………**
E-mail:	**swaminathan@olamnet.com**

ii. It should be made clear that the whistle-blower is making the disclosure within the terms of this policy. This will ensure that CRO realizes this and takes the necessary action to investigate the disclosure and protect the whistle-blower's identity. The CRO shall then then get in touch with the person to discuss their concern.

iii. The whistle-blower, in turn, should treat any information about the investigation as confidential. While the Group cannot always guarantee the outcome the whistle-blower is seeking, it shall deal with the concern fairly and in an appropriate way.

iv. The person may report their concern to a designated board director in the following cases:
   a. The person is not happy with the way in which your concern has been handled.
   b. The issue relates either to another member of the Board or to the Compliance officer.
   c. A situation occurs in which the person has reasonable cause to fear countermeasures as a result of the internal report.
   d. There has been a previous internal report of a substantially similar abuse, which has not stopped the abuse.

   The designated Board member will conduct the investigation, and may conduct further investigation with the designated officer or another employee within the company (if appropriate) or by engaging a third party.

V. Confidentiality

i. The Group hopes that staff should feel able to voice whistleblowing concerns openly under this policy and will treat all disclosures in a confidential and sensitive manner.

ii. The Group will make every effort to keep the whistle-blower's identity secret so long as it does not hinder an investigation. However, the individual making the disclosure may need to provide a statement as part of the evidence gathering process.

iii. If a criminal investigation follows, the member of staff may be needed as a witness. If this occurs, the CRO shall notify the member of staff at the earliest opportunity.

iv. It should be possible for a person to report a concern anonymously. If so, all communication should be treated as confidential and the reporting person should not disclose any information to any third party inside or outside the Company, without the prior explicit permission of the CRO (or designated Board director).

VI. Possible Outcomes

i. Possible outcomes of whistleblowing investigations may include:
   a. No further action
   b. Appropriate measures by the Group to ensure integrity is maintained in its business operations

ii. While the Group cannot always guarantee the outcome any whistle-blower is seeking, it will try to deal with their concerns fairly and in an appropriate way and the identity as a whistle-blower will be protected as far as is practically possible.

Appendix

Appendix I - Conflicts of Interest Inventory and Conflicts Register Format

CONFLICTS INVENTORY				CONFLICTS REGISTER	
Type of conflict	Issue	Potential Conflict	Management of the conflicts	Name of conflicted person	Mitigation action taken
Business and Operational Conflicts	Handing sensitive and confidential information	Inappropriate handling of sensitive or confidential information (whether Inside Information or not) or using such information to trade inappropriately ot the detriment of Arise or its investors	Arise has a Policy on Handling Inside Information and the Prevention of Market Abuse which aims to mitigate such risks.		
Personnel Conflicts	Influence of outside business interests or activities	Personnel who have outside commitments (i.e. directorships, committee memberships, business interests etc.) may be influenced to act in a manner that conflicts with the interests of Arise and its investors.	Arise operates and advocates clear disclosure and transparent ways of working across the various business lines. If a potential conflict arises as a result of an outside interest of a member of staff or a director, there is clear requirement for disclosure and the conflicted member recuses themselves from the relevant matter.		

CONFLICTS INVENTORY				CONFLICTS REGISTER	
Type of conflict	**Issue**	**Potential Conflict**	**Management of the conflicts**	**Name of conflicted person**	**Mitigation action taken**
Personnel Conflicts	Personal account trading	Personnel may trade on personal account in an inappropriate manner, including to the detriment of Arise and its investors	Arise has in place a Personal Account Dealing Policy and a Markets Abuse Policy with strict requirements of staff before they undertake any personal account trading.		
Personnel Conflicts	Inducements and entertainment	Personnel may be influenced in making investments or trading decisions or outsourcing selections when entertainment or other forms of inducement are provided.	Arise has in place an Anti-Bribery, Gifts and Hospitality Policy with strict requirements around which staff can either give or receive inducements including gifts and hospitality.		
Valuation conflicts	Fair valuation of assets and financial instruments	Seeking to overstate or otherwise have influence over the fair valuation of assets and other financial instruments and in particular thosse which may not have a quoted market value or which may otherwise be difficult to value accurately	The accounts of Arise entitites are audited annually and the annual audits include the audit of the fair vlaue of all assets held by Arise, particularly those that are not quoted on an open market.		

Finance Policy Manual - FN001

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Introduction

The Manual sets detailed guidelines for the Finance Department and its employees to assist them in ensuring the orderly and efficient management and control of all program resources, and to render proper accountability to all stakeholders. It is concerned with effective financial control over program assets, liabilities, funds, and expenditure together with the systems required to account for the financial operations of the Group companies. In sum, the policies and guidelines convey procedures for sound financial management of the organisation and administration of the Finance Function.

In specific terms, the policies and procedures are designed to:

- Promote orderly, economic, efficient and effective operations consistent with program objectives;
- Minimize and attempt to prevent and detect fraud and errors;
- Ensure accuracy and completeness of the accounting records;
- Facilitate timely preparation of financial information and ensure that financial statements are fairly and accurately presented;
- Safeguard assets; and
- Ensure compliance with applicable laws, financial policies and regulations.

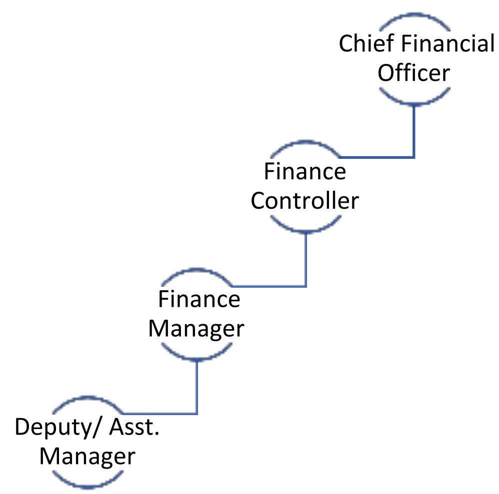
The Manual is a guideline, however generally it is anticipated that users should follow the policies outlined in the manual, unless there are justified reasons to depart from them. In case of departure, proper approvals should be obtained and maintained.

For relevant matters, this manual shall be read along the Financial Authority Matrix (FAM). The processes & approvals as mentioned in the FAM will supersede this manual.

Finance Function Hierarchy

The term 'Finance Team' has been used to define procedures to be performed in this manual. Therefore, it is the responsibility of the Finance Manager to assign roles & responsibilities within his team.

However, the ultimate responsibility lies with the Finance Manager.



PART A: Financial Policies & Procedures

I. Budget & Cash Forecasts

The purpose of this section is to set responsibilities and requirements for budgeting and cash projections in the ARISE Group Companies.

1. Budget Preparation

Purpose

To have an adequate budget setting process in place, in line with the organization's needs and objectives.

Policy

Preparation

i. Budgetary accounting is a management control technique employed to assist in controlling expenditures and enforcing revenue targets.
ii. The budget shall cover both operating & capital expenditure of the ARISE Group companies.
iii. Budgets should be prepared on annual basis but analysed monthly.

Responsibilities

i. The budget shall be prepared by the Finance Team of each BU under the control of the CFO
ii. The CFO shall take ownership of the budget and will present the Budget to the Board of Director. He will be assisted by the CEO.
iii. The approval of the Budget is the prerogative of the Board of Director.

Budget analysis

i. The draft budget for each BU and consolidated budgets for the TopCo (Ultimate Holding Company) and the SubCo (Intermediary Holding Companies) will be discussed during a Management Committee in presence of the CEO, the Chief Risk 1 Compliance Officer (CRCO), the Group CFO, the Finance Controller where relevant, the BU Head or the Function Head.
ii. The budget shall at minimum display the currently approved budget and a column displaying the change on a year on year basis between the 2 budgets.
iii. Following the validation by the CEO, the draft budget will be introduced to the Board of Directors for review and approval.

Budget modification

i. Once approved the budget can be modified or amended only upon a proposal by the CEO with the mutual consent of the CFO to the Board of Directors which is the only Governance Committee with the power to approve any amendment.

Proceduress

Budget Time Schedule

Actions	Responsibility	Date
Warrant sets out total revenue and allocations at Group Level	Board of Directors	Before start of the Fiscal Year
Prepare budget first draft	Finance Manager with assistance of other department heads at BU Level	2nd week, November
Review budget with Business head, Chief Financial Officer & Chief Executive Officer	Finance Controller and Finance Manager	3rd Week, November
Submit budget to the Board of Directors	Chief Executive Officer	3rd Week, November
Making the modification needed by the BOD & Submit final draft to the BOD	Finance Controller and Finance Manager	30th November
Approve budget	Board of Directors	15th December

2. Cash Forecasts

Purpose

To provide guidelines for preparing cash forecast for ARISE Group Companies.

Policy

i. Cash forecasts should be prepared on consistent basis to monitor and manage borrowings and idle cash.
ii. Cash forecasts is the responsibility of the Finance Manager, and should be reviewed by the Business Head and approved by the Chief Financial Officer.
iii. Cash forecasts should be prepared by the Finance Manager on a quarterly basis i.e. (three months period), and should be reviewed along with monthly MIS.
iv. All investments and borrowings for any amount shall be dealt with in accordance with the Financial Authority Matrix (FAM).

Procedure

i. The BU Finance team should generate from the accounting system all information necessary to determine and identify cash sources as well as cash collection with due dates. Such cash sources include accounts receivable collections, other operating and non-operating incomes.
ii. The BU Finance team should generate from the accounting system all information related to cash requirements and cash payment dates. Such requirements include accounts payable to vendors, payrolls, and all other payments.
iii. The BU Finance team should compare the information to prepare cash forecasts and submit it to the Finance Controller.
iv. The Finance Controller should verify that the information is internally consistent and submit the forecast to the Chief Financial Officer.
v. The Chief Financial Officer should in the business review meetings (BRM):
   a. Identify key variances against forecasts by comparing actual performance reported with budget KPI’s,
   b. Investigate all key variances,
   c. Substantiate with justifiable reasons,
   d. Ensure corrective measures in place to bring actual performance in line with financial targets and/or manage risk,
   e. Communicate the variance report with the Chief Executive Officer and the Business Head,
vi. The Finance Manager should manage cash accordingly, as follows:

a. Ensure availability of cash when issuing checks,
b. Invest idle cash in interest bearing accounts,
c. Determine the needs to obtain short or long terms loans,
d. Determine the amount of unearned revenue to be recorded.

Note: For 'Cash Forecast Template' refer Appendix I.

II. Cash Handling

The purpose of this section is to set policies and procedures for cash and bank accounts. These policies and procedures aim at ensuring that cash and bank transactions are based on proper authorization, as that they are properly controlled and monitored, and that they are properly classified in the accounting records.

1. Opening and Authorization of New Bank Accounts

Purpose

To document proper procedures for opening new bank accounts.

Policy

i. Accounts shall be held only with the banks as approved by the Board of Directors.
ii. Opening a new bank account must be justified and recommended by the Finance Manager **&** Business Head.
iii. Any new bank account shall be opened only after following due authorisation as per the FAM.
iv. The Finance Manager is responsible for cash management and proper maintenance of bank accounts.

Procedures

i. The request letter should be signed and approved as per FAM.
ii. Post all approvals, the Finance Manager should arrange with the specified bank to open the new account and should complete bank forms, provide check signing cards and other formalities.
iii. The Finance Manager should open a new general ledger account on the accounting system immediately after the opening the account by the bank.
iv. The Finance Manager should notify the Finance Controller & Chief Financial Officer upon opening the account by the bank.
v. Copies of all forms and letters should be maintained in a separate file in the Finance Department at BU level and Corporate level.

II. Closing Bank Accounts

Purpose

To document proper procedures for closing bank accounts.

Policy

i. The opening or closing of a bank account is properly authorized.
ii. A bank account that is inactive or has a zero balance for more than six months should be closed, unless there is a justification to keep it open.
iii. The closing of a bank account is to be recommended by the Finance Manager & Business Head.
iv. Unused checks related to the closed bank account should be returned to the bank upon closure of the account.

Procedures

i. All bank accounts should be reviewed by the Finance Manager on quarterly basis to determine that a business reason still exists for the continuation of an account. If it is determined that no reason exists for keeping an account open, then the recommendation for closure of bank account shall be initiated.
ii. Before starting the closing process, the following should be performed:

a. The BU Finance team should prepare a bank reconciliation for that account to determine outstanding checks and arrange payments,
b. The Finance Manager should invalidate all unused checks and hand them to the bank.
c. The Finance Controller should ensure that all unused checks were accounted for using the serial numbers of used, voided and remaining checks.

iii. The Finance Manager should prepare a written request/bank account closing letter and send it to the Chief Financial Officer & Business Head for approval. The following must be included in the request:
a. Bank name, address, bank contact and phone number.
b. Bank account number.
c. Disposition of closing bank balance and statement

iv. Upon receipt of the properly authorization, the Finance Manager, should notify and arrange with the bank where any remaining bank balance is to be transferred.

v. Once the account has been closed, the Finance Manager should deactivate the account in the general ledger.

vi. Copies of all forms and letters should be maintained in a separate file in the Finance Department at BU level and Corporate level.

III. Check Issuance, Wire Transfers, and Cash Disbursements

Purpose

To provide guidelines for check issuance & wire transfers.

Policy

i. All manual checks must be requested and properly supported by original documentation and signed by authorized personnel.
ii. All payments must adhere to the FAM with regard to the matters and limits provided therein.
iii. Checks should not be payable to the bearer nor signed blank.
iv. The Finance Manager shall ensure proper documentation regarding copy of issued checks and a copy of payment voucher both signed by the counter party and kept in record.
v. The approver on a check request should not be the payee of the check request; next level authorization needs to be obtained.
vi. Any splitting of a transaction to circumvent the limit structure (E.g. splitting a payment of FCFA 100k in 3 different payment vouchers of FCFA 33k each –with an objective to avoid the limit structure) should be treated as a serious breach.

Procedures

i. The User Department provides the Finance Department with all supporting documents to process the payment.

ii. Original documentation must be firmly attached to the original check request include, but not limited to, the following:
a. Original Official vendor invoice,
b. Receiving Report (Delivery Challan),
c. Deduction at Source (Withholding tax),
d. Contract/PO, wherever applicable.

iii. The Finance team shall process the entries in the accounting system only after proper authorisations and documentation is completed.

iv. The Finance team should verify the documents and post the accounting entries before sending the voucher and the supporting documents to the Finance Manager/Finance controller. Finance Manager shall also ensure that FAM has been adhered regarding the authorizations required.

v. The Finance Manager/Finance Controller after reviewing the original supporting documents of the payment, sign the check, and send it for further authorizations (second signatory).

vi. Upon receiving the signed checks/wire transfer, the Finance team records the payment in the check book register.
vii. A check control log ("check book register") must be established and maintained to follow-up on outstanding checks. The control log should contain:
   a. Sequence of checks issued,
   b. Name of the beneficiary,
   c. Check date,
   d. Clearance date of the return and/ or avoidance date.
viii. The check register must be approved by the Finance Controller on quarterly basis.

IV. Check Stop Order

Purpose

To document proper procedures for stopping checks.

Policy

i. Check stop order should be issued to the bank upon receiving a written request from the beneficiary claiming loss or error in the issued check(s).
ii. For voided checks that have been distributed, a Stop Payment Order must be requested.
iii. The Finance team should remove from the outstanding check list, those checks for which a stop payment confirmation notice has been received.
iv. A new check shall be issued after receiving a confirmation from the bank that the check is stopped.
v. Check stopped details shall be captured in the 'check book register'.

Procedures

i. The Finance manager should be responsible for stop orders based on valid cases.
ii. Being a rare case scenario, all stop orders must be approved by the Finance Controller & User Department head.
iii. Finance Department sends order to bank.

V. Authorized Bank Signatories

Purpose

To document check signing authority.

Policy & Procedure

i. Inclusion of authorized signatories and change in signing authorities shall be approved as per FAM.
ii. The Finance Manager must promptly notify the bank of any changes in authorized signatories or their authorization limits.
iii. A minimum of two signatories are required for each bank request. (refer FAM)

VI. Cash & Check Receipts

Purpose

To maintain internal controls over cash receipts.

Policy

i. Receipt voucher should acknowledge all cash receipts.
ii. Receipts vouchers should be serially pre-numbered (in duplication).
iii. The original copy of the receipt voucher should be provided to the payer and the carbon copy shall be retained as accounting record.
iv. As soon as cash and checks are received, they must be restrictively endorsed for deposit to related bank account.
v. The cash and checks must be deposited into the bank within 24 hours of receipt.
vi. The payer name and customer code should be stated on the receipt voucher.

vii. The Finance team should match the deposit slip with the receipt voucher to ensure the total checks collected were deposited subsequently in the bank.

viii. The Finance Manager should ensure that there is no gap in the serial number of the receipt vouchers.

ix. The physical cash management and cash transactions must comply with the ARISE Anti-Money Laundering and Combatting Terrorism Policy (AML-CFT Policy) as well as the ARISE Anti-Bribery & Corruption Policy (ABC Policy).

Procedures

Receipt of Cash

i. The Finance team shall record the details of cash received during the working day in a 'Daily Cash Report (DCR)'. This DCR shall be notified to BU Head, Finance Manager, and other concerned at the day end.

ii. The Finance team shall prepare and forward DCR & JV to Finance manager or designated personnel for review and signing of the journal voucher.

iii. The Finance Manager reviews and approves the Journal voucher and supporting documents.

iv. Upon approval, Finance team posts the journal voucher to the general ledger.

v. The Cash Receipt Slips shall be preserved as an accounting record thereon.

Receipt of Checks

i. The Finance team upon collection of the checks shall log them into the 'Check Book Register' indicating the date, payee, check number, company applies to, and amount, along with Customer Code as per accounting system.

ii. The Finance team should perform the following:

   a. Make copies of all checks received and fill out a deposit slip for each batch.

   b. Make a copy of the deposit slip, and send the deposit slip with the checks to the bank to be deposited.

iii. The received checks shall be deposited to the bank daily.

iv. The deposit slip stamped by the bank, shall be preserved as an accounting record.

v. The Finance Manager reviews and approves the Journal voucher and supporting documents.

vi. Upon approval, Finance team posts the journal voucher to the general ledger.

VII. Bank Reconciliation

Purpose

To properly perform the monthly bank reconciliation.

Policy

i. Bank reconciliation must be prepared monthly for all bank accounts even if the balance per books agrees with the balance per bank statement.

ii. The bank reconciliation should be prepared by the Finance Team using a standard bank reconciliation statement. (Refer Appendix II)

iii. This standard form assures that all necessary information is included on each reconciliation i.e. the reconciler name and signature, date of preparing, bank name and account's number, the original bank statement attached, numbers and dates of related documents, balances, and Finance Manager approval and signature.

iv. The reconciliation should be prepared in the original currency of the account.

v. The reconciliation should be prepared and approved within four days from the end of the month.

vi. Reconciling items (i.e., outstanding checks and deposits in transit) should be clearly identified. Items outstanding for a long time should be investigated, and necessary action should be taken.

vii. The Finance team should prepare a voucher for any unrecorded items identified in the bank reconciliation statement such as cash transfers, bank charges and errors in recording.

viii. Checks outstanding in the reconciliation for more than twelve months should be cancelled and investigated. The Finance team should prepare a journal voucher to revert checks back to cash at bank account.

ix. At the end of the year, a review should be made of the checks that were cancelled and reverted to the cash at bank and shall be entered into 'Check Book Register'. These should be taken to a liability account upon the recommendation of the Finance Manager/Finance Controller.

Procedures

i. The Finance team shall perform the following procedures:
   a. Obtain original copy from of the bank statement for the period under reconciliation.
   b. From the bank statement for the month under reconciliation, obtain the cash balance as of the end of the month.
   c. Add to the bank balance the amount of deposits-in-transit as of the end of the month.
   d. Subtract from the bank balance the total of outstanding checks as of the end of the month.
   e. When all reconciling items have been identified, either add or subtract the reconciling items from the bank balance as necessary to arrive at the adjusted book balance.
   f. From the prior month's bank reconciliation obtain the balance forward - general ledger.
   g. Agree this amount to the beginning of month General Ledger to ensure there have been no prior period adjustments.
   h. Roll forward the General Ledger to account for all cash receipts, transfers, loan payments, bank charges and other activities.
   i. Agree the ending book balance per spreadsheet to the General Ledger and to the adjusted bank balance.
   j. If ending book balance per the spreadsheet does not agree to the General Ledger, review all items on the General Ledger to ensure they are recorded on the spreadsheet.
   k. If ending book balance does not agree with bank balance, review all items on the bank statement to ensure that all items recorded by the bank are posted to the General Ledger or are listed as reconciling items.
   l. Research all non-reconciled differences until found or until passed by the Finance Team.
   m. Prepare any journal entries as necessary.
   n. When reconciled, give bank reconciliation and supporting documentation (i.e. outstanding check list, detail of deposits in transit, copy of bank statement, journal entries) to the Finance Manager for approval.

ii. The Finance Manager shall report the reconciliation and supporting documentation with the monthly MIS.
iii. The Finance team should sign and keep in record the original bank statement.

VIII. Voided Checks

Purpose

To properly support, deface, retain and record manual checks that are to be voided.

Policy

i. A voided check is a check spoiled in the process of preparation, before it is recorded monetarily in the accounting records.
ii. A cancelled check is a check recorded monetarily in the accounting records and is not paid by the bank.
iii. Voided or cancelled checks must be thoroughly defaced by prominently imprinting the word "VOID" or "CANCELLED" with a rubber stamp across the payee's area name.
iv. Both voided and cancelled checks must be retained for the same retention period of the accounting records.
v. The check numbers of all voided or cancelled checks and the date of action must be entered in "check book register".

Procedures

i. Voided check should be defaced by the Finance team by writing/stamping the word "VOID" on the face of the check.
ii. The cancelled check should be accounted by the Finance Team as a cancellation on the system and reviewed and posted after obtaining the approval of Finance Manager, the system will correct the accounts payable

register by posting the reversal of the check to the appropriate vendor. All checks that are voided/ cancelled and are valid payables, must be reissued.

iii. The original payment request reference must be indicated on the reissued payment request form.
iv. The original payment request must be marked “VOID”, but filed as usual with other payment requests in order to maintain the audit trail.
v. The actual voided checks should be kept in a file for the period specified above. All voided checks need to be kept together in one file.

IX. Request of Check Booklets

Purpose

Provide security over blank checks.

Policy

i. All orders of new checks must be ordered sequentially with no gaps in the check number sequences.
ii. Blank checks should be safeguarded by the check preparer, and should be secured in locked cabinets or drawers.
iii. Paid checks retained with the bank statements must be kept, along with any voided and cancelled checks, in locked storage for the same retention period for keeping the accounting records.
iv. Access to blank checks should be limited to Finance Manager or his designated alternate.

Procedures

i. In case of check book shortage, the Finance manager should prepare request for new check book, and forward it to the bank.
ii. Upon receipt of a new order of checks, for each box, Finance Manager should verify:
    a. Company name and address.
    b. Bank account number.
    c. Accuracy of check sequencing.

X. Initiated Wire Transfers Out

Purpose

To properly record wire transfers.

Policy

All wire transfers must be requested and properly authorized on a payment request supported by original documentation and signed by authorized personnel.

Procedures

i. The Finance Team should complete the wire transfer request form (authorization to the bank), and the payment request form indicating the necessary information.
ii. The Finance Manager approves/ obtains the approval for transfer by initiating the payment request and signing/ obtaining the signature the wire transfer request in accordance with FAM.
iii. The finance team should input the information into the system and post the transaction on the day it occurs.
iv. All transfers must be reviewed by the Finance Controller and Finance Manager
v. The Finance Team should file the payment request forms.

XI. Outstanding Checks

Purpose

To properly compile the outstanding check list at the end of each month for use in properly reconciling the bank statement.

Policy

All outstanding checks should be accounted for.

Procedures

The Finance team shall perform the following procedures:

i. Download from accounts payable all checks issued during the month into a spreadsheet. This spreadsheet should also contain the prior months outstanding check list.
ii. Ensure that all checks are accounted for by making sure there are no breaks in the numerical sequence of the checks. Start with the last check written in the previous month and end by verifying that the number of the last check used is the one just before the next check number in the blank check stock.
iii. If a check in the sequence is missing, research what happened to the check to determine what its status is and whether it will impact the outstanding check list.
iv. Obtain the bank statement showing all checks that cleared the bank during the month.
v. Compare the bank statement to the list prepared above (all previous outstanding checks and checks written during the month) and remove from this list all checks that cleared the bank.
vi. To remove voided checks from the outstanding check list, obtain the voided check file. Only remove from the outstanding check list those checks in the file that are mutilated originals of the checks to be removed. The voided check should be entered through the accounts payable system not by journal entry.
vii. For voided checks that have been distributed, a Stop Payment Order must be requested.
viii. Only remove from the outstanding check list those checks for which a stop payment confirmation notice has been received.
ix. Every month, the accounting entries pertaining to stale checks (checks greater than one-year) reversed. Also, such stale cheques must be removed from the list of outstanding cheque list.
x. Once all items have been removed (i.e. checks clearing the bank, being voided, having stop payments issued against them or being reclassified to the stale check liability account), the remaining list becomes the new outstanding check list for the month. The amount is totalled and that total is the amount to be used in the bank reconciliation.
xi. Print the outstanding check list and file with the bank reconciliation.
xii. These steps should be performed every month as of the end of each month as soon as the bank statement is received from the bank.
xiii. For a voided check to be removed from the outstanding check list, the mutilated negotiable original must be retained or, if the check has already been distributed, a verification of the stop payment made on the check must be obtained from the bank prior to the removal of the voided check from the outstanding check list.

XII. Petty Cash

Purpose

Petty cash funds allow cash to be made available to departments and activities to facilitate cash payment for minor expenditures while maintaining proper control.

Policy

i. The limits of petty cash that may be provided to various departments shall be determined by each B.U and shall be approved by CFO.
ii. Payments from petty cash should be made against vendor invoices or a written approval from the Finance Manager; those invoices and/or approvals should be maintained with the petty cash custodian.
iii. The petty cash fund should be subject to a monthly review and reconciliation by Finance Team member not responsible for petty cash custody.
iv. Any loss arising from negligence or theft must be immediately reported to the Finance Manager and the Finance Manager shall report to the Finance Controller, keeping CFO in copy.
v. When custody of the petty cash is transferred to another custodian, the existing fund should be closed and a new check requested for payment to the new custodian. The petty cash is to be held in a locked cash box and

stored in a secured drawer, cabinet, cupboard or safe during the day and overnight. Moneys should not be left unsecured or unattended at any time.

vi. Only the custodian or delegated staff should have access to funds and security keys. It is preferable that one person controls the key.

vii. Petty cash receipts, vouchers and other supporting documents are to be obtained, approved by the Finance Manager and attached to the petty cash form. The petty cash form should be kept up-to-date at all times.

viii. Private moneys are to be kept separate from official moneys. Private moneys should not be held in the petty cash drawer.

ix. The physical cash management and cash transactions must comply with the ARISE Anti-Money Laundering and Combatting Terrorism Policy as well as the ARISE Anti-Bribery & Corruption Policy (ABC Policy).

Procedures

i. The specified custodian of petty cash should obtain supporting documents such as invoices to support payments from petty cash.

ii. Prior to the disbursement of any fund, a petty cash payment voucher should be prepared by the fund custodian and approved by the Finance Manager.

iii. Expenditures paid from the petty cash fund can only be made for the purpose for which the fund was authorized (see policy above) and must be supported by receipts which should contain the following information:

  a. Date of purchase or payment,
  b. Name of vendor or other payee,
  c. Positive evidence that a payment was made, i.e., a cash register receipt or a hand-written receipt on which the word "PAID" appears,
  d. Amount paid,
  e. Description of the goods purchased (entered by the vendor if a hand-written receipt is obtained)
  f. Signature indicating receipt of purchases or services.

XIII. Bank Charges

Purpose

To properly record the monthly bank charges.

Policy

Bank charges should be identified and recorded on time and at least monthly, and before closing the month.

Procedures

i. The finance team should locate any bank service charges for the month, including wire transfer fees. Various charges may need to be accumulated and accounted.

ii. The finance team should submit the journal voucher for further approvals by the Finance Manager who should post the entry.

iii. The finance team should file the copies of the journal voucher.

III. Fixed Assets

To establish written procedures that will ensure proper recording and accountability for fixed assets and to establish and implement controls necessary to protect the assets of the Group Companies.

I. Acquisition, Costing & Capitalization of Fixed Assets

Purpose

To establish written procedures that will ensure proper recording and accountability for fixed assets and to establish and implement controls necessary to safeguard the assets of the Group Companies.

Policy

i. The fixed assets are tangible assets owned by the Group Companies and used in operations (not for resale). They have initial estimated useful life beyond a single year. A fixed asset with an initial cost, other installation and ancillary charges should be capitalized and becomes known as a capital asset.

ii. A fixed asset is capitalized only if it meets all the following conditions:

  a. Owned or considered owned by the Group Company
  b. Held for operations (not resale).
  c. Has a useful life that exceeds one year.

iii. Fixed assets are accounted for at the original acquisition cost, which includes the purchase price and all costs necessary to put that asset into existing use and location. These costs include but are not limited to freight, insurance, and installations (i.e., ancillary costs.). The cost of an asset will be recorded at the historical cost of the asset.

iv. When two or more assets are obtained at the same time and their individual costs are not readily known, the individual costs are allocated to the assets based on their relative fair market values at the time of acquisition. These costs are simply the ratio of the initial acquisition cost vs. their relative fair market values.

v. All the documentation supporting the acquisition cost of an asset along with reports or information substantiating its existence and location should be maintained and made available for examination by the Internal and External Auditors.

vi. All documentation supporting the relocation, improvement or betterment of an asset, including cost of such action and dates, should be maintained and made available for examination by the Internal and External Auditors.

Procedures

Acquisition of Fixed Assets:

i. The Procurement Department is responsible for the procurement of fixed assets.

ii. The vendor's invoice should be received by the Procurement Department.

iii. The Procurement team employee should verify the invoice and attach it to the following:

  a. Internal Purchase Request (IPR);
  b. Original Official Vendor Invoice;
  c. Receiving Report (Delivery challan);
  d. Deduction at Source (Withheld tax);
  e. Contract/ PO, when applicable.

iv. The Procurement team employee should submit the invoice with the supporting documents to the Finance Department to record the purchase of fixed assets and process the payment to the vendor.

v. The Finance team reviews the invoice with the supporting documents and puts its initial on the invoice to indicate approval of recording the fixed assets and initiating the payment process.

vi. Basis the receiving report, the fixed assets register is to be updated by Finance team and identification tags are prepared.

vii. The Finance team records the purchase of fixed assets in the accounting records.

viii. The Finance team should send the documents to Finance Manager to review it and post it into the accounting system.

ix. The Finance Manager should review and post the journal voucher, attach the supporting documents with the journal voucher & sign it.

x. The Finance Manager should ensure that the purchased fixed assets are identified with specific tag numbers and recorded in the fixed assets register by the Finance team. (Refer procedures for Fixed assets identification, Fixed assets register & records)

II. Insurance of fixed assets

Purpose

There are many risks which confront a business in day-to-day operations with their intensity ranging from minor to catastrophic. Purpose of this policy is to ensure that the Group Companies cover themselves against risk arising from every possible area and accounting for claims is done in consistent manner across the Group entities.

Policy & Procedures

Insurance coverage assessment

i. **At entity level**
   a. It shall be responsibility of Finance Manager to assess the total asset base value on quarterly basis.
   b. Finance Manager shall prepare a detailed asset schedule, mentioning asset base value at previous quarter end, additions/deletions made during current quarter and net asset base at the quarter end.
   c. Finance Manager shall on monthly basis track outstanding claim receivable amount from the insurer and make necessary follow ups.

ii. **At Group level**
   a. Insurance policies for all the Group entities shall be taken at central level, after due approval of Finance Controllers & Chief Financial officer.
   b. On quarterly basis, insurance coverage requirement shall be assessed at Group level, considering total asset base of all the entities. If required, additional insurance coverage will be taken depending on business needs.

Accounting for insurance premium

Insurance premium paid shall be recognized as Prepaid expense and capitalized in the books.

Depending on the period of insurance policy, prepaid insurance premium shall be amortized and expensed off on monthly basis by the Finance Manager.

Accounting for insurance claims receivable

Insurance claim shall be considered in books as an asset (claim receivable) on receipt of confirmation from the insurer regarding the amount of claim which will be processed. On receipt of claim amount, claim receivable shall be knocked off from the books.

III. Depreciation of Fixed Assets

Purpose

To provide guidelines for the depreciation of the fixed assets.

Policy

i. The entire cost of an asset must be depreciated. Depreciation is allocated monthly over the estimated useful life of the capital asset, as detailed below.

ii. Depreciation is to commence in the first month after the asset is ready to use.

iii. Fixed assets will be depreciated on a straight-line method over their estimated useful life.

iv. Guidelines for estimated useful lives by capital asset category are as follows:

Capital Asset Category	Estimated Useful Life
Furniture	10 Years
Vehicles	5 Years
Equipment	5 Years
Computer	3 Years
Software	5 Years

v. The above useful lives may be affected by changes in the business and technological environment or the use of the equipment or the specific recommendation by a legislation or a regulator.

vi. Depreciation expense for a fixed asset begins in the month following the acquisition date of the asset and continues until the accumulated depreciation equals the original installed cost less scrap value, or until the asset is retired from service.

vii. A fully depreciated fixed asset will remain in the fixed asset sub-ledger until the fixed asset is retired from service.

Procedures

i. The Finance Manager is responsible for computing, recording, and posting of depreciation of fixed assets.

ii. The Finance team calculates the depreciation of fixed assets monthly, based on the following:
   a. Capital assets category/item;
   b. Depreciation rate designated for the asset;
   c. Asset cost, as shown in the accounting records.

iii. If the accounting software calculates depreciation automatically, the Finance team should run the depreciation run and submit it to the Finance Manager for review and approval.

iv. The Finance Manager should review the depreciation run and send it back to the Finance team.

v. The Finance team prepares the depreciation journal voucher based on the depreciation run and notifies the Finance Manager to review and post the journal voucher. If the accounting software prepares the journal automatically, the Finance team should review the journal and ensure it matches the automatic calculation sheet and notify the Finance Manager to post the journal.

vi. The Finance Manager reviews the journal voucher and ensures the following:
   a. All fixed assets are included;
   b. The depreciation rates used are in compliance with the authorized rates;

vii. The Finance Manager posts the journal voucher to the General Ledger.

viii. The Finance Team should file the voucher in the journal vouchers file along with calculation sheet.

IV. Disposal of Fixed Assets

Purpose

To provide guidelines for the disposal of the fixed assets.

Policy

i. The user department is responsible for identifying the following:
   a. Obsolete assets,
   b. Damaged beyond repair assets,
   c. Completely used assets,
   d. Junk assets,
   e. Mysterious disappearance,
   f. Involuntary conversion.

ii. Disposing of a fixed asset requires removing the asset's net book value from the accounting records. This involves removing the original cost and the accumulated depreciation of the asset.

iii. Any difference between the proceeds received and the net book value represents a gain or loss on the disposal of fixed assets.

iv. This gain or loss should be recognized in profit and loss for the year in which the asset was removed.

Procedures

i. The user department is responsible for identifying the fixed assets that need to be disposed and should obtain the required approvals. The user department should perform the following:
   a. Complete an appropriate form to dispose the asset signed by the asset user;
   b. Obtain the approval of the department's manager to dispose the asset;
   c. If the historical cost of the disposed asset exceeds 1 Million XAF, the approval of User Department Manager, Finance Manager/ Controller & Business head is a must and should be obtained.

ii. The Finance Manager/Finance Controller will review the request and if approved, the asset will be disposed.

iii. The Finance Manager should prepare and sign a report of the status and identification of the assets intended to be disposed, reason of disposition, the suggested disposition method, any prospected losses or gains that can result from the disposal transaction.

iv. The report will be submitted to the Business Head & Finance Controller for final review and approval.

v. The Finance team should prepare a fixed asset disposition report and submit it to the Finance Manager when the disposal transaction is complete.

vi. The Finance Manager will review and approve the disposition report and accounting transaction will be recorded in the system.

vii. The Finance team should attach the approved disposition report to the journal voucher and file it in the journal vouchers accounting file.

viii. The Finance Manager should ensure that the disposition of the fixed assets is reflected in the fixed assets register by the Finance team. (Refer Recording of Fixed Assets into Assets Register Procedures)

V. Fixed Assets Identification

Purpose

To provide guidelines for the identification of fixed assets.

Policy

i. To ensure that each individual asset has a unique identification. An identification number should be assigned and tagged for all fixed assets (other than land, buildings). This tag must have a unique identification number that will be associated with the asset and becomes a part of the asset's record.

ii. The identification number will be comprised of four components:
   a. Fiscal year of the original acquisition (4 digits);

b. Asset type (1-character letter);
c. Location (i.e. room number); and
d. A sequential number.

iii. The Finance & Administrative Department will be responsible for tagging fixed assets.

Procedures

i. The Administrative Department is responsible for identifying all fixed assets of the Group Companies with tag labels; and should maintain a list of the used identification codes.
ii. A copy of the Good Receive Note (GRN) of newly acquired fixed assets should be maintained by the Finance Department to tag the acquired assets and update the fixed assets register (See Acquisition, Costing & Capitalization of Fixed Assets procedures).
iii. Immediately after receiving the GRN, the Finance & Administrative Department should prepare tags and stick them to the acquired assets.
iv. The Finance Department should update the fixed assets register, immediately after preparing the identification codes/labels (See Fixed Assets Register and records Procedures).
v. The Finance team, semi-annually and on a sample basis, should compare between the fixed assets register and the existing fixed assets to ensure the existence of the assets and whether the assets are properly identified/tagged (See Fixed Assets Register and records Procedures and see also Fixed Assets Physical Count and Reconciliation).
vi. The Finance team should report to the Finance Manager on any variances between the register and the count performed.

VI. Fixed Assets Register and Records

Purpose

To provide guidelines for the maintenance of a fixed assets register and records.

Policy

i. The Finance Department should maintain an updated fixed asset register that contains:
    a. Description of the asset
    b. Name of the asset
    c. Identification number (tag number)
    d. Cost of the asset
    e. Date of acquisition
    f. Location of use
    g. Estimated life and mode of disposal
ii. The registering process should be computerized.

Procedures

i. The Finance Department is responsible for maintaining an updated fixed asset register for respective Origin.
ii. The GRN of newly acquired fixed assets should be prepared and maintained by the finance team (See Acquisition, Costing & Capitalization of Fixed Assets procedures).
iii. Immediately after preparing the GRN and after preparing the necessary identification codes, the Finance Department should update the fixed assets register.

VII. Fixed Assets Physical Count and Reconciliation

Purpose

To provide guidelines for the periodic physical count and reconciliation of fixed assets.

Policy

i. The User Department together with the Finance Department are responsible for the periodic physical count of fixed assets.
ii. Physical count of fixed assets should be performed annually.
iii. Fixed assets register should be checked and verified by the Finance Department semi-annually and on a sample basis.
iv. Fixed assets recorded in the register should match those recorded in the accounting system; and if any deviations, differences should be identified, investigated, properly reported, and resolved.
v. In addition to locating, counting and recording fixed assets, details such as the identification codes/labels, location and status of the assets should be remarked.

Procedures

Semi-annual Verifications:

i. The Finance Manager, semi-annually, should obtain an updated copy of the fixed assets register from the Finance Department.
ii. The Finance Controller will select a sample of 20-30 fixed asset items (covering all asset categories) and ensure that the selected fixed assets:
    a. Exist and in use;
    b. Properly maintained;
    c. Fixed assets are properly recorded in the register.
iii. The Finance Manager should prepare and sign a brief report of the work performed, and should submit it to the Finance controller for review and approval
iv. The report should summarize the work performed by the Finance Manager, and whether there are any deviations.
v. The Finance Manager will coordinate with the User Department to investigate and resolve any deviations.

Annual Physical Count:

i. During the Month of December, and before the end of each year, a fixed assets physical count should be performed by Finance & Administration team.
ii. The team should consist of an employee from Finance Department, Administrative Department, Technical or IT Department, and employees from other departments.
iii. The tasks of the team should be prepared by the Finance Manager and approved by the Finance Controller.
iv. The Finance Manager should send a copy of the tasks description to every member of the team, for each member to know the details of the assignment and his/her role in the count.
v. The Finance Manager should provide the physical count team with a copy of the fixed assets report.
vi. The report should include fixed assets items and the quantity of each item.
vii. The team should record the actual quantity of each fixed asset item, as revealed by the physical count.
viii. The team should prepare a physical count report, sign it and submit it to the Finance Manager for review and approval.
ix. The Finance Manager should provide the Finance Controller with the fixed assets physical count report for review and approval.
x. The Finance Manager should send the report, after being reviewed and approved by the Business Head, to the Finance team to prepare necessary adjustments to the fixed assets ledger in the accounting software.
xi. The Finance team will prepare necessary adjusting journal vouchers and submit them to the Finance Controller.
xii. The Finance Controller should review the journal vouchers, ensure they were executed properly, and sign them.

xiii. The Finance Manager should approve the adjusting journal entries.
xiv. The approved report and the adjusting journal entries should be filed at the Finance Department in order to be reviewed by the External Auditor.

IV. Customer and Vendor reconciliation

Purpose

The purpose of this section is to ensure that outstanding balance as per the Group entity's accounting system shall match with actual balance confirmed by the counterparty i.e. customers and vendors.

Policy and Procedures

Need for reconciliation

i. **Vendor reconciliation**: Many factors may result in difference in outstanding balance as per our and vendor's accounting system. Some of them are delineated below:
   a. Inordinate delay in recording vendor invoices and vendor payments (both from Group's side and vendor's side)
   b. Unadjusted advance and payables against same purchase order.
   c. Intermittent delay in transit of vendor invoice or payment between Group and vendor
   d. Invoices captured onto incorrect vendors in accounting system
   e. Invoice duplication in accounting system on same vendor
   f. Duplicate payment made against same invoice
   g. During invoice processing, available discounts may be erroneously omitted
   h. Long open GR/IR postings

ii. **Customer reconciliation**: Many factors may result in difference in outstanding balance as per our and vendor's accounting system. Some of them are delineated below:
   a. Inordinate delay in recording customer invoices and customer payments (both from Group's side and customer's side)
   b. Unadjusted advance and receivable against same sales order.
   c. Intermittent delay in transit of customer invoice or receipt between Group and vendor
   d. Invoices captured onto incorrect customers in accounting system
   e. Invoice duplication in accounting system on same customer
   f. Duplicate payment made against same invoice

Manner of performing reconciliation

i. Bi-monthly balance confirmation request should be rolled out to Top 50 customers & vendors. For rest of the parties such exercise must be performed annually. Post receipt of party's response compare the balance confirmed with balance as per group entity's accounting system. Any variance should be resolved by resolved mutually by entity's finance team and the concerned party.
ii. Outstanding invoice list should be sent to
   a. **Vendor** weekly along with expected dates of payment to ensure no error remains uncorrected for a long time.
   b. **Customer** weekly along with required dates of receipt in accordance with agreed credit period.
iii. Finance Team can conduct meetings with the party to resolve major differences in outstanding balances as and when required.

V. Employee Reimbursements

Purpose

The purpose of the policy is to ensure that employees who incur valid business expenses are reimbursed in a fair and equitable manner; that business expenses are reported, recorded, and reimbursed in a consistent manner throughout the Group.

Policy & Procedures

Applicability:

All employees working in ARISE entities.

Documentation

Requests for reimbursement of business expenses must be submitted on the appropriate expense reimbursement request form. Each expense shall be separately identified. Forms shall be dated and signed by the employee.

Procedure

i. On incurrence of business expenses, employee shall fill the Expense Reimbursement Form and it shall be signed by employee and approved by the concerned user Department Head.
ii. Post approval, employee shall present the signed form along with the original invoices to Finance Team.
iii. Finance Manager shall ensure the authenticity of invoice and related expense and approve the Form
iv. Once Finance Manager approves, cashier shall release the payment to employee
v. The expenditure shall be accounted by Finance Team in the books based on documents provided.
vi. All Group companies are recommended to set expense limits according to Employee Bands for Travel, Lodging, Daily Allowance etc.

Conditions:

i. Original and itemized receipts are required for ALL expenses. "Tear off", credit card statements, photocopied, and other non-itemized receipts will not be accepted and will not be reimbursed.
ii. The group entity reserves the right to withhold reimbursement if it does not receive the reimbursement claim within 30 days of incurring the expense.
iii. Finance team shall ensure that employee submits all the supporting documents with the reimbursement claim form including –
   a. All emails and/or written approvals for travel
   b. Hotel bills, which shall be split into the appropriate days and categories (lodging, phone, food, and not submitted as the entire bill of one lump sum amount).
iv. Ensure that "Miscellaneous" expense type is mentioned only for expenses that cannot be categorized in their own Expense Type. (i.e. Miscellaneous type is not used for items such as Airfare, Car, Meals etc).
v. All expense reports are subject to periodic audit.
vi. Finance Manager shall ensure that inappropriate expenses are charged back to the employee.
vii. Falsification of records and/or expenses is cause for disciplinary action up to and including termination.

VI. Closings & Reporting

I. Closing Accounts

Purpose

i. The purpose of this section is to set guidelines for the closing of the accounting books.
ii. This policy establishes the standards and procedures for ensuring that the accounts for monthly accruals in compliance with management's objectives and IFRS.
iii. The purpose of monthly accrual procedures is to allocate Expenditures to the proper accounting period and match Expenditures with related revenues and budgets. At the close of each month, accrual procedures are needed to ensure that all Expenditures and revenues related to that month are properly included in the Financial Statements. Accrual process shall be accomplished in a timely and accurate manner and must be in compliance with all applicable financial and accounting standards.

Policy

General

i. A timetable exists for completion and confirmation of input and adjustments which allows for the production of financial and management accounts on a timely basis.

ii. The Finance Manager is responsible for the maintenance of the monthly closing and for capturing all non-routine issues and tracks the amounts and the necessary accounting treatment.

Monthly Closing

i. The Finance Department shall close books monthly, no later than four business days following the end of the month.
ii. The closing process prevents any person from entering a transaction dated in the previous period, so any related party to data entry shall make sure that all transactions were recorded in the system before the end of four business days of the following month.
iii. The Finance Manager shall make sure that all saved transactions were posted before the start of the closing process.
iv. In case the Finance Controller approves the opening of the closed month, the month shall be opened and immediately closed after posting the entry.

Year End Closing

i. Year-end closing shall be no later than 15 days after the end of the financial year.
ii. The year-end closing shall be performed in two stages: the first stage at the end of year, as a temporary closing, and; the second stage after reopening the software for the purpose of entering adjusting journal entries, and then closing the year to roll over.
iii. Backup of all the information shall be performed before performing any monthly or annual closing.
iv. The Finance Manager shall review the valuation of reserves or other account balances based on estimates, and these reserves shall be approved by the Finance Controller before the closing process take place.
v. All adjusting entries shall be made by finance team, reviewed by the Finance Manager and the Finance Controller.
vi. Each account shall be examined, with the balance verified with reference to supporting schedules.

Procedures

i. At the end of the month, the Finance Manager should review and post all approved but not posted entries from the previous month.
ii. At the end of the month, the Finance Manager should determine whether any accruals should be made. In determining what accruals should be made, the following should be considered:
    a. Prior month accruals and new agreements that need accruals.
    b. The Expenditures must have been incurred during the month being closed; that is, the product or service must have been received on or before the last day of the month in order to qualify as an expense. Even though an expense may have originally been budgeted in the month, it does not qualify for accrual unless the product or service was actually received.
    c. Payroll taxes withheld shall be recorded at the time of the related payroll. Other Payroll withholding should be recorded when the related payroll is recorded.
    d. If payment is due prior to performance, the amount should be accrued to Prepaid Expenses.
    e. Depreciation should be monthly recorded.
iii. Foreign exchange losses and gains: If accruals are to be made, the finance team should record the accruals into the accounting system, for the accrual to be recorded prior to the deadline for closing the books for the month.
iv. All recorded journal entries must be approved by the Finance Manager.
v. The Finance Manager should perform the following procedures:
    a. Confirm significant balances with third parties.
    b. Reconcile general ledger balances regularly to subsidiary ledger balances.
    c. Compare journal entry activity reports periodically to supporting documentation.
    d. Perform a one-to-one check of the listing of recurring period end closing entries/ adjustments to the journal entries actually recorded to validate completeness.

e. Ensure that all nonrecurring period end closing entries/ adjustments entered into the accounting system are compared via a one-to-one check of post-input/ update reports to information contained in the source documents to verify the completeness and accuracy of all critical field data.
f. Ensure that all recurring and nonrecurring closing adjustments are approved by the appropriate level of management and compared to source documents to verify the documentation is adequate and sufficient.
g. Compare recorded amounts to predicted amounts or subsequent transactions.
h. Review substantive procedures to ensure that they are proper and functioning as designed.

vi. Upon Finance Manager approval, the finance team should post the adjusting entries and close the month in the system before the end of the fourth day of the month.

vii. Any entries to be recorded after closing the month should be approved by the Finance Manager. One exception is for recording the adjusting and reclassification entries proposed by the auditors after the year end, according to the policy above.

viii. After monthly and year-end closing, the finance team prepares the MIS report. This report shall include but not limited to the following:
a. Adjusted Trial Balances
b. General Ledger
c. Balance Sheet
d. Profit & Loss Statement
e. Cash Flow Statement including cash flow forecasts to be updated on a month on month basis with the actual cash flows of the new End of Month Period (EOM) Reporting period.
f. Adjusting Journal Entries
g. Reconciliations

ix. The MIS report shall be discussed and analysed in the monthly Business Review Meeting with Business Head, CFO, and CEO.

II. Reporting

Purpose

To provide a consistent reporting of financial information to stakeholders.

Policy

i. Financial information is to be provided on a timely basis using a consistent format.

ii. Financial statements are a structured representation of the financial position of and the transactions undertaken by the entities. The objectives of financial reporting are to provide information useful for decision making by the Group and its stakeholders and to demonstrate the accountability of the group for the resources entrusted to it.

iii. The Financial Statements accomplish these objectives in the following manner:
a. Providing information about the sources, allocation and uses of financial resources.
b. Providing information about how the entity financed its activities and met its cash requirements.
c. Providing information that is useful in evaluating the group's ability to finance its activities and to meet its liabilities and commitments.
d. Providing information about the financial condition and changes in it.
e. Providing aggregate information useful in evaluating the performance in terms of service costs, efficiency and accomplishments.

iv. The preparation and presentation of the Financial Statements is the responsibility of the Finance Department. The Finance Manager prepares the Financial Statements, the Finance Controller performs the first review, and the Chief Financial Officer will have the responsibility for final review and approval of them.

v. The Financial Statements are to be prepared in accordance with the International Financial Reporting Standards (IFRS).

vi. The usefulness of the Financial Statements is impaired if they are not made available to users within a reasonable period after the reporting date.

Procedures

Following is a list of the items required in a financial package:

i. Quarterly Interim Financial Reports:

The quarterly interim financial reports:

a. Should be prepared four times as of and for the period ended March 31, June 30, September 30, and December 31.
b. Should be prepared by the Finance team, reviewed by the Finance Manager/ Finance Controller, and approved by the Chief Financial Officer.
c. Should be reviewed by independent private and qualified auditors as appointed by the Board.

ii. Annual Audits of Consolidated Financial Statements:

The consolidated Financial Statements:

a. Should be prepared by the Finance team at the end of each fiscal year, reviewed by the Finance Manager/ Finance Controller, and approved by the Chief Financial Officer.
b. Should be reviewed by independent private and qualified auditors as appointed by the Board.
c. Financial statements should be ready for audit within fifteen days from the end of the fiscal year, and the auditor's report should be completed and submitted to Board & shareholders.

iii. Budget Variance Analysis:

a. Should be prepared at the end of each month along with the MIS report.
b. Should be prepared by the Finance team, reviewed by the Finance Manager/ Controller, and approved by the Chief Financial Officer.

PART B: Accounting Policies

Key Considerations in Preparation and Presentation of Financial Statements

The Financial Statements shall include:

i. Balance Sheet [BS]
ii. Statement of Comprehensive Income [SCI]
iii. Cash Flow Statement [CFS]
iv. Statement of Changes in Equity [SOCE]
v. Notes comprising significant accounting policies and other explanatory information
vi. Comparative information in respect of the preceding period.

The Group Companies shall consistently and uniformly apply the considerations for accounting and reporting as discussed below in this part:

i. Current Versus Non-Current Classification

The group shall present assets and liabilities in statement of financial position based on current/non-current classification.

a. An asset is current when it is:
   - Expected to be realized or intended to be sold or consumed in normal operating cycle
   - Held primarily for the purpose of trading
   - Expected to be realized within twelve months after the reporting period, or
   - Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period.

   All other assets are classified as non-current.

b. A liability is current when:
   - It is expected to be settled in normal operating cycle
   - It is held primarily for the purpose of trading
   - It is due to be settled within twelve months after the reporting period, or
   - There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period.

c. The group classifies all other liabilities as non-current.
d. Operating Cycle for the Group is assumed to be 12 months
e. Deferred Tax Assets & Liabilities are classified as Non-Current Assets and Liabilities.

ii. Offsetting: An entity shall not offset assets and liabilities or income and expenses, unless required or permitted by applicable IFRS.

iii. Materiality: Information is material if omitting, misstating or obscuring it could reasonably be expected to influence decisions that the primary users of general purpose financial statements make on the basis of those financial statements, which provide financial information about a specific reporting entity.

I. Accounting of Assets

The Accounting Policies and Estimations for assets held by the Group are explained below.

1. Inventories

Purpose

The objective of the policy is to set out the accounting treatment for inventories, including the determination of cost, the subsequent recognition of an expense and any write-downs to net realisable value.

Policies and Procedure:

Scope

Applies to all inventories except:

i. work in progress on construction and service contracts;
ii. financial instruments; and
iii. biological assets arising from agricultural activity

Changes in the inventory values are recognised in profit or loss in the period of the change.

Definitions

i. Inventories – assets that are:
   a. held for sale in the ordinary course of business;
   b. in the process of production for such sale; or
   c. in the form of materials or supplies to be consumed in the production process or in the rendering of services.
ii. Net realisable value (NRV) - the estimated selling price less the estimated costs of completion and the estimated costs necessary to make the sale.
iii. Cost of inventories – all costs incurred in bringing the inventories to their present location and condition, including the costs of purchase and conversion.
iv. Costs of purchase of inventories comprise the purchase price (less trade discounts, rebates and similar items), irrecoverable taxes, and transport, handling and other costs directly attributable to their acquisition.
v. Costs of conversion include costs directly related to the units of production, such as direct labour and systematically allocated fixed and variable production overheads incurred in producing finished goods.
vi. Fair value – the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Initial recognition

When an inventory item is initially recognised, it is measured at cost (as defined above).

Subsequent recognition

i. Inventories shall be stated at the lower of cost and net realisable value at the reporting date
ii. Measurement of Cost- Inventory shall be measured using Weighted Average Method
iii. Inventories shall be written down to NRV on an item by item basis, unless it is more appropriate to group similar or related items.

Recognition as an expense

i. When inventories are sold, the carrying amount of those inventories should be recognised as an expense in the period in which the related revenue is recognised.
ii. Any losses of inventories and the amount of any write-down to net realisable value shall be recognised as expense in the period in which the loss or write-down occurs.
iii. Any reversal of any write-down of inventories that resulted from an increase in the net realisable value shall be recognised as a reduction in the inventory expense in the period in which the reversal occurs.

2. Property, Plant and Equipment

Purpose

The objective of this policy is to prescribe the accounting treatment for property, plant and equipment (Hereinafter referred to as "PPE")

Policies and Procedure

Definitions

i. The carrying amount of an asset is the amount at which an asset is recognised after deducting any accumulated depreciation and accumulated impairment losses.

ii. Cost is the amount of cash or cash equivalents paid or the fair value of the other consideration given to acquire an asset at the time of its acquisition or construction

iii. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

iv. PPE are tangible items that:
   a. are held for use in the production or supply of goods or services, for rental to others, or for administrative purposes; and
   b. are expected to be used during more than one period.

Initial Recognition

i. The cost of an item of PPE shall be recognised as an asset if:
   a. it is probable that future economic benefits associated with the item will flow to the entity; and
   b. the cost of the item can be measured reliably

ii. PPE shall be recognized initially at the cost to bring it to location and condition intended by management. Such cost includes:
   a. Purchase Price (excluding refundable taxes)
   b. cost to bring it to location and condition intended by management
   c. Initial estimate of the costs of removing and dismantling the item and restoring the site on which it is located.

iii. Cost of Staff training, administrative costs and general overheads and cost of launching new product/ service shall not be capitalized.

Asset under construction -

Cost related to assets under construction is disclosed as capital work in progress. This are not depreciated unless ready to use as intended by Management and is capitalized. But this are subject to impairment.

Guidance for recognition of significant costs:

i. Day to day servicing - expenditures like 'repairs and maintenance' are primarily the costs of labour and consumables, and may include the cost of small parts. These costs are expensed through profit and loss.

ii. Replacement parts - These costs are expensed unless it meets the recognition criteria for capitalization as a PPE.

iii. Major inspections - costs incurred for major inspections for faults regardless of whether parts of the item are replaced are recognised to the carrying amount of the item of property, plant and equipment.

iv. Self- constructed assets- the cost of a self-constructed asset is determined using the same principles as for an acquired asset.

Subsequent recognition

At ARISE, **cost model** has been adopted for measurement of the assets after recognition i.e. an item of PPE shall be carried at its cost less any accumulated depreciation and any accumulated impairment losses.

The residual values, useful lives and methods of depreciation of PPE are reviewed at each financial year end and adjusted prospectively, if appropriate.

Depreciation

i. At ARISE, straight-line method is followed for depreciation which results in a constant charge over the useful life if the asset's residual value does not change.
ii. Depreciation of an asset begins when it is available for use, i.e. when it is in the location and condition necessary for it to be capable of operating in the manner intended by management.
iii. Depreciation of an asset ceases at the earlier of the date that the asset is classified as held for sale (or included in a disposal group that is classified as held for sale) and the date that the asset is derecognised.
iv. Therefore, depreciation does not cease when the asset becomes idle or is retired from active use unless the asset is fully depreciated.
v. When significant parts of PPE are required to be replaced at intervals, such parts will be recognised as individual assets with specific useful lives and depreciated accordingly.

Asset category wise depreciation rates –

Asset category	Rates
Land	Nil
Buildings	5%
Motor vehicles	25% to 33%
Furniture and fittings	10%
Plant & Machinery	10%
Office equipment	20% to 25%

Impairment

Refer point – xxx for impairment loss measurement and recognition.

Derecognition

i. The carrying amount of an item of PPE shall be derecognised:
   a. on disposal; or
   b. when no future economic benefits are expected from its use or disposal.
ii. The gain or loss arising from the derecognition of an item of PPE shall be determined as the difference between the net disposal proceeds, if any, and the carrying amount of the item.
iii. The gain or loss shall be included in profit or loss when the item is derecognised. Gains shall not be classified as revenue.

3. Intangible Assets

Purpose

The objective of this policy is to prescribe accounting treatment of intangible assets that are not dealt with specifically in another standard.

Policies and Procedure:

Definitions

An intangible asset is an identifiable non-monetary asset without physical substance. Such an asset is identifiable when it is separable, or when it arises from contractual or other legal rights. Separable assets can be sold, transferred, licensed, etc.

Initial recognition

Intangible assets are to be measured initially at cost. The cost of intangible assets acquired in a business combination is their fair value as at the date of acquisition.

Internally generated intangible asset

i. Internally generated goodwill is not to be recognised as an asset because it is not an identifiable resource.

ii. The costs of generating other internally generated intangible assets are classified into whether they arise in a research phase or a development phase. Research expenditure is recognised as an expense.
iii. Development expenditure (capitalized development cost) that meets specified criteria is capitalized & recognised as the cost of an intangible asset

Subsequent recognition

Following initial recognition, intangible assets are carried at cost less accumulated amortisation and accumulated impairment losses, if any.

Amortization of intangible assets

i. Assets with finite useful life:
   a. Intangible assets with finite lives are amortised over their useful economic lives and assessed for impairment whenever there is an indication that the intangible asset may be impaired.
   b. The amortisation period and the amortisation method for an intangible asset with a finite useful life are to be reviewed at the end of each reporting period.
   c. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are accounted for by changing the amortisation period or method, as appropriate, and are treated as changes in accounting estimates.
   d. The amortisation expense on intangible assets with finite lives is recognised in the statement of profit or loss in the expense category consistent with the function of the intangible assets.
ii. Assets with infinite useful life:
   a. Intangible assets with indefinite useful lives are not amortised, but are tested for impairment annually, either individually or at the cash-generating unit level.
   b. The assessment of indefinite life is reviewed annually to determine whether the indefinite life continues to be supportable. If not, the change in useful life from indefinite to finite is made on a prospective basis.

Derecognition

Gains or losses arising from derecognition of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognised in the statement of profit or loss when the asset is derecognised.

4. Borrowing Costs

Purpose

Recognition of borrowing costs that are directly attributable to acquisition, construction or production of a qualifying asset to be included in the cost of asset.

Policies and Procedure:

Definitions:

i. Borrowing Costs - Borrowing costs are interest and other costs incurred by an entity relating to the borrowing of funds.
ii. Qualifying asset - A qualifying asset is an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. E.g. Manufacturing plants, power generation facilities.

Recognition

The entity shall capitalise borrowing costs that are directly attributable to the acquisition, construction or production of a qualifying asset as part of the cost of that asset. An entity shall recognise other borrowing costs as an expense in the period in which it is incurred.

Commencement, Suspension, and Cessation

i. Commencement- Entity shall commence capitalisation of borrowing cost when following conditions are fulfilled:
   a. It incurs expenditures for the asset; and
   b. It incurs borrowing costs; and
   c. It undertakes activities that are necessary to prepare the asset for its intended use or sale.

ii. Suspension- Entity shall suspend capitalisation of borrowing costs during extended periods in which it suspends active development of a qualifying asset. No suspension is required if temporary delay is part of getting the asset ready for its intended use or sale.

iii. Cessation- The entity shall cease capitalisation of borrowing costs when substantially all the activities necessary to prepare the qualifying asset for its intended use or sale are complete. If construction of a qualifying asset in parts and each part is capable of being used while construction continues other parts, the entity shall cease to capitalise borrowing costs when it completes substantially all the activities necessary to prepare that part for its intended use or sale.

5. Leases

Purpose

Sets out the principles for the recognition, measurement, presentation and disclosure of leases.

Recognition and Measurement:

Part 1 - IF Group Company is a lessee

The company shall ordinarily be classified as finance lease unless:

a. Short-term lease (less than 12 months)
b. Value of underlying asset is low

In the above 2 cases lease rentals shall be expensed out on **straight-line basis.**

i. Initial recognition:

The company shall account the Lease as a Right-of-use [RoU] as follows:

Right of Use Asset [Discounted Payments @ IRR] A/c … Dr
To Lease Liability A/c

ii. Lessees recognise the following items in expense for leases:

a. Depreciation of the ROU Asset
b. Interest expense on the Lease Liability
c. Variable lease payments that are not included in the lease liability (for e.g., variable lease
d. payments that do not depend on an index or rate)
e. Impairment of the ROU Asset

Part 2 - IF Group Company is a lessor

i. As a lessor entity continues to classify its leases as operating leases or finance leases, and account for those two types of leases differently.

ii. A lease is classified as a finance lease if it transfers substantially all the risks and rewards from ownership of an asset. Conversely, every lease which is not finance lease is operating lease.

iii. At the commencement of the lease, the lessor i.e. the entity should recognise a lease receivable at an amount equal to the net investment in the lease i.e. sum of the following items discounted at the interest rate implicit in the lease:
   a. the lease payments receivable by a lessor under a finance lease; and
   b. any unguaranteed residual value accruing to the lessor.
   c. Any initial direct costs are included in the net investment in the lease.

iv. The underlying asset is derecognised and any difference is immediately recognised in P/L as a gain/loss on disposal of an asset

v. In case of operating lease, the underlying asset stays in the Balance Sheet of entity. It should recognise lease payments as income on straight-line basis, unless another systematic basis is more representative of the pattern in which benefit from the use of the underlying asset is diminished.

6. Impairment of Assets

Purpose

Prescribe a methodology that the Group applies to ensure that its assets are not carried at more than their recoverable amount.

Policies and Procedure:

Definitions

i. Recoverable amount- The recoverable amount is the higher of an asset's or cash-generating unit's fair value less costs of disposals and its value in use.
ii. Cash Generating Unit- A cash generating unit is the smallest identifiable group of assets that generates cash inflows that are largely independent of the cash inflows from other assets or group of assets.
iii. Fair value less cost of disposal- It is the amount obtainable from the sale of an asset or cash generating unit (CGU) in an arm's length transaction between knowledgeable, willing parties, less the cost of disposal.
iv. An assets value in use- It is the present value of the future cash flows expected to be derived from an asset or cash generating unit.

Recognising an impairment loss

i. If the recoverable amount of an asset is less than its carrying amount, the carrying amount of the asset shall be reduced to its recoverable amount. That reduction is an impairment loss. An impairment loss shall be recognised immediately in profit or loss.
ii. For assets excluding goodwill, an assessment is made at each reporting date as to whether there is any indication that previously recognised impairment losses may no longer exist or may have decreased. If such indication exists, the Group estimates the asset's or CGU's recoverable amount.
iii. Goodwill and Intangibles with indefinite life shall be tested annually for impairment. For rest of assets, impairment loss shall be recognized.

Reversal of Impairment Loss

A previously recognised impairment loss shall be reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal shall be limited so that the carrying amount of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years.

II. Accounting of Liabilities

1. Provisions, Contingent Liabilities & Contingent Assets

Purpose

The purpose is to ensure that appropriate recognition criteria and measurement bases are applied to provisions, contingent liabilities, and contingent assets.

Policies and Procedure:

Scope:

It is not applicable to Financial Instruments, revenue from contracts with customers, leases, employee benefits, and insurance contracts, contingent consideration of acquirer in business combination

Applicable areas:

i. Warranty provisions- Provisions for warranty-related costs shall be recognised when the product is sold or service provided to the customer. Initial recognition shall be based on historical experience. The initial estimate of warranty-related costs shall be revised annually.
ii. Restructuring provisions- Restructuring provisions shall be recognised only when the Group has a constructive obligation, which is when a detailed formal plan identifies the business or part of the business concerned, the

location and number of employees affected, a detailed estimate of the associated costs, and an appropriate timeline, and the employees affected have been notified of the plan's main features.

iii. Decommissioning liability- Decommissioning costs shall be provided for at the present value of expected costs to settle the obligation using estimated cash flows and shall be recognised as part of the cost of the relevant asset. The cash flows shall be discounted at the current pre-tax rate that reflects the risks specific to the decommissioning liability. The unwinding of the discount shall be expensed in the statement of profit or loss as a finance cost. The estimated future costs of decommissioning shall be reviewed annually and adjusted as appropriate. Changes in the estimated future costs, or in the discount rate applied, shall be added to or deducted from the cost of the asset.

iv. Inventory- Non- moving stocks due to quality deterioration or liquidity issues shall be provided for and valued at the lower of book value and NRV.

All stocks over 180 days shall be tested for impairment and provided for as below:

Age Bracket	% Provision
>18 months	20%
>24 months	50%
>36 months	100%

v. Provision for bad and doubtful debts

a. 100% provision shall be taken for all balances over 180 days, even if there is collateral in the form of stocks.
b. Provision only to the extent of mark to market loss, inclusive of any costs that will be incurred in the process of re-sale is possible only if:
   - Effective collateral exists in terms of stock along with full rights to dispose of the cargo
   - Alternative market and customers exist

2. Pensions and other post-employment benefits

Purpose

The purpose of this policy is to define recognition criteria for employee leave entitlements and pension obligations.

Policies and Procedure:

Employee leave entitlements

Employee entitlements to annual leave shall be recognized when they accrue to employees. A provision shall be made for the estimated liability for annual leave as a result of services rendered by employees up to the reporting date. Employee entitlements to sick and maternity leave shall not be recognized until the time of leave.

Pension obligations

i. The Group contributes on a monthly basis to various defined contribution benefits plans organized by the relevant Government authorities. The Group's liability in respect of these funds is limited to the contributions payable in each period. Contributions to these plans shall be expensed as incurred.

ii. Assets of the plans are held by government authorities and shall be separated from those of the Company.

III. Accounting for Revenue

Purpose

Establishing principle for recognition of Revenue by the Group.

Policies and Procedures

Revenue Recognition for each transaction following steps need to be considered and applied:

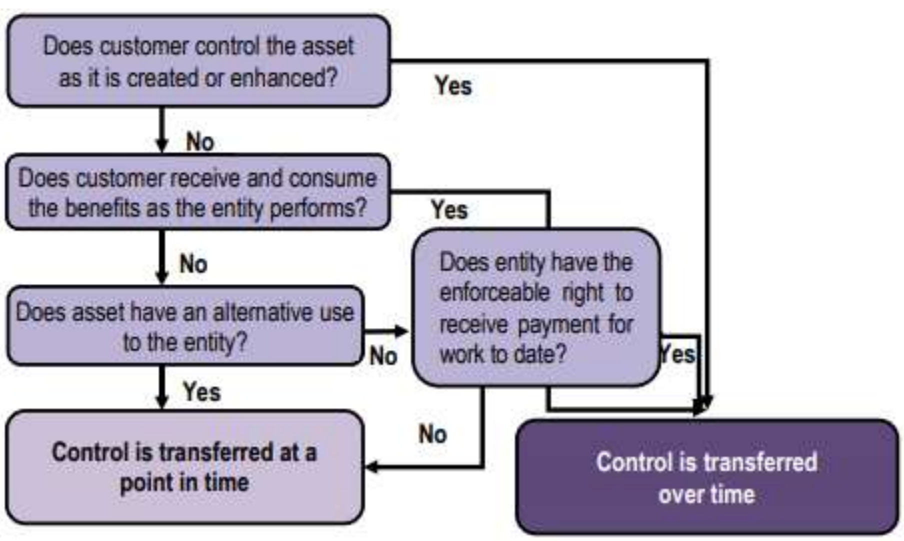
i. Identifying a valid enforceable Contract

ii. Identifying the Performance Obligations- Some contracts may involve more than one performance obligation. Performance obligations must be distinct from each other. The following conditions must be satisfied for a good or service to be distinct:
   a. The buyer (customer) can benefit from the goods or services on its own.
   b. The good or service is separately identified in the contract.

iii. Determining the Transaction Price- The transaction price is usually readily determined; most contracts involve a fixed amount. If there is variable consideration, it shall be recognized only if there is high probability that earlier recognized revenue need not be reversed

iv. Allocating the Transaction Price to Performance Obligations- The allocation of the transaction price to more than one performance obligation should be based on the standalone selling prices of the performance obligations.

v. Recognizing Revenue as and when Performance Obligations are satisfied
   Revenue is recognized either:
   a. At a point in time; or
   b. Over time
   Revenue from contracts with customers shall be recognised when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services.



Revenue from the rendering of services is to be recognized upon performance of services.

When services are performed through an indefinite number of repetitive acts over a specified period of time, revenue is to be recognized on a straight-line basis over the specified period unless some other measure better represents the stage of completion. When a specific act is much more significant than any other acts, revenue is recognized only after the significant act is performed.

2. Special Considerations:

i. Customer-provided goods or services - If a customer contributes goods or services (for example, materials, equipment or labour) to facilitate an entity's fulfilment of the contract, the entity shall assess whether it obtains control of those contributed goods or services. If so, the entity shall account for the contributed goods or services as non-cash consideration received from the customer.

ii. Revenue recognition of Interest income- The effect of financing (interest income or interest expense) is to be presented separately from revenue from contracts with customers in the statement of profit or loss and other comprehensive income and included in 'finance income' and 'finance costs', respectively.

iii. Revenue measurement criteria – Revenue shall be measured at the fair value of the consideration received or receivable. Revenue is generally determined on the basis of agreement between buyer and seller. It is measured at the fair value of the consideration net of discounts and rebates allowed by the entity. In the books ARISE entities can create separate codes for recognition of gross sales and discounts or rebates, but for the presentation in the financial statements these will be presented as net.

iv. Contract Costs- Contract acquisition and contract fulfilment cost are to be capitalized as a Contract Asset if this costs directly relate to the contract and are expected to be recovered. Acquisition costs includes only incremental cost to obtain contract and therefore exclude legal fees for drafting, etc., Commission paid only upon successful signing of a contract.

The Contract Asset are to amortized s on a systematic basis consistent with the pattern of transferring the goods or services related to those costs

IV. Business Combination & Goodwill

Purpose

The purpose of this policy is to define accounting procedures for transactions of business combinations in the Group.

Policies & Procedures

Business Combinations

i. Business Combination means a transaction or other event in which an acquirer obtains control of one or more businesses but is not applicable to joint venture, acquisition of piece-meal asset or group of assets that is not a business, combination of entities under common control.

ii. Business combinations shall be accounted for using the acquisition method. The cost of an acquisition shall be measured as the aggregate of the consideration transferred, which shall be measured at the acquisition date fair value and the amount of any non-controlling interest in the acquiree. For each business combination, the Group shall elect whether to measure the non-controlling interest in the acquiree at fair value or at the proportionate share of the acquiree's identifiable net assets. Acquisition-related costs shall be expensed as incurred and included in administrative expenses.

iii. When the Group acquires a business, it shall assess the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

iv. Any contingent consideration to be transferred by the acquirer shall be recognized at fair value at the acquisition date. All contingent consideration (except that which is classified as equity) shall be measured at fair value with the changes in fair value in profit or loss. Contingent consideration that is classified as equity shall not be remeasured and subsequent settlement is accounted for within equity.

Goodwill

i. Goodwill is 'an asset representing the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognised'.
ii. Goodwill shall be measured as the difference between the consideration paid plus any NCI, and the acquisition–date fair value of identifiable net assets acquired.
iii. If the fair value of the net assets acquired is more than aggregate consideration transferred, the Group Company shall re-assess whether it has correctly identified all of the assets acquired and all of the liabilities assumed and review the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain shall be recognised in profit or loss.
iv. After initial recognition, goodwill shall be measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination shall be, from the acquisition date, allocated to each of the Group's cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units. Where goodwill is allocated to a cash-generating unit (CGU) and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation shall be included in the carrying amount of the operation when determining the gain or loss on disposal of the operation. Goodwill disposed in these circumstances shall be measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

V. Financial Instruments

Purpose

Defining policy for recognition, measurement and classification of Financial Instruments

Policies and Procedure:

Definitions

i. Fair value - is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date

ii. Directly attributable transaction costs - incremental costs that are directly attributable to the acquisition, issue or disposal of a financial asset or financial liability

Financial asset is any asset that is one of the following:

- Cash
- An equity instrument of another entity
- A contractual right to receive cash or another financial asset from another entity; or to exchange financial instruments with another entity under conditions that are potentially favourable.
- A contract that will be settled in the reporting entity's own equity instruments and is:
  - A non-derivative for which the entity is, or may be obligated, to receive a variable number of its own equity instruments; or
  - A derivative that will, or may, be settled other than by the exchange of a fixed amount of cash or another financial asset for a fixed number of the entity's own equity instruments (which excludes puttable financial instruments classified as equity and instruments that are themselves contracts for the future receipt or delivery of the entity's equity instruments)

Financial liability is any liability which meets either of the following criteria:

- A contractual obligation:
  - to deliver cash or another financial asset to another entity; or
  - to exchange financial instruments with another entity under conditions which are potentially unfavourable to the entity.
- A contract that will, or may, be settled in the entity's own equity instruments and is:
  - a non-derivative for which the entity is, or may, be obligated to deliver a variable number of its own equity instruments; or
  - a derivative that will, or may, be settled other than by the exchange of a fixed amount of cash or another financial asset for a fixed number of the entity's own equity instruments (which excludes puttable financial instruments classified as equity and instruments that are themselves contracts for the future receipt or delivery of the entity's equity instruments).

Initial Recognition and Measurement (Financial Assets & Financial Liabilities)

At FAIR VALUE, **plus** for those financial assets and liabilities not classified at fair value through profit or loss, directly attributable transaction costs.

FINANCIAL ASSETS - SUBSEQUENT CLASSIFICATION AND MEASUREMENT

Financial Assets are classified as either:

i. Amortized Cost: Both below conditions must be met:
   a. Business model objective: financial assets held in order to collect contractual cash flows
   b. Contractual cash flow characteristics: solely payments of principal and interest on the principal amount outstanding Subsequent measurement.

ii. Fair Value through Profit or Loss - Fair value, with all gains and losses recognized in profit or loss. Both below conditions must be met:
   a. Business model objective: financial assets held for trading or

b. Contractual cash flow characteristics: not solely payments of principal and interest on the principal amount outstanding Subsequent measurement

iii. Fair Value Through Other Comprehensive Income: Fair value, with all gains and losses recognized in profit or loss. Both below conditions must be met:

a. Business model objective: holds the instrument to collect contractual cash flows and to sell the financial assets

b. Contractual cash flow characteristics: solely payments of principal and interest on the principal amount outstanding Subsequent measurement

Initial recognition

At initial recognition of the financial asset the Group companies shall recognize a loss allowance equal to 12 months expected credit losses which consist of expected credit losses from default events possible within 12 months from the entity's reporting date. An exception is purchased or originated credit impaired financial assets.

Subsequent Measurement

i. 12 month expected credit losses - Applicable when no significant increase in credit risk. Group's entities shall continue to recognise 12 month expected losses that are updated at each reporting date

ii. Lifetime expected credit losses - Applicable in case of significant increase in credit risk or in case of credit impairment of Financial Asset

iii. For short term trade receivables, Group entities shall recognize only lifetime expected credit losses calculated using provision matrix (e.g. geographical region, product type, customer rating, collateral or trade credit insurance, or type of customer).

Stage	1	2	3
Impairment	12 month expected credit loss	Lifetime expected credit loss	
Interest	Effective interest on the gross carrying amount (before deducting expected losses)		Effective interest on the net (carrying) amount

Financial liabilities

Subsequent Measurement

The measurement of financial liabilities depends on their classification, as follows:

i. Financial liabilities at fair value through profit or loss

Financial liabilities at fair value through profit or loss include financial liabilities held for trading and financial liabilities designated upon initial recognition as at fair value through profit or loss.

ii. Amortized Cost

All financial liabilities except those measured at FVTPL. [E.g.: Borrowings]. Subsequent measurement is at Amortized cost using the effective interest method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance costs in the statement of profit or loss. This category generally applies to interest-bearing loans and borrowings.

VI. Accounting of Other Assertions

Cash Dividend & Non-Cash Distribution to Owners of Equity

Purpose

The purpose is to ensure that dividend declared to shareholders is properly accounted for in the books.

Policy & procedures

i. The Group shall recognise a liability to make cash or non-cash distributions to owners of equity when the distribution is authorised and the distribution is no longer at the discretion of the Group. As per the corporate laws, a distribution is authorised when it is approved by the shareholders.

ii. A corresponding amount shall be recognised directly in equity. Non-cash distributions shall be measured at the fair value of the assets to be distributed with fair value re-measurement recognised directly in equity. Upon settlement of the distribution of non-cash assets, any difference between the carrying amount of the liability and the carrying amount of the assets distributed shall be recognised in profit or loss.

Taxes

Purpose

The purpose of the policy is to set guidelines for determining amount of current and deferred tax basis relevant country's taxation laws.

Policy & Procedures

Current income tax

i. Current income tax assets and liabilities for the current period shall be measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted, or substantively enacted at the reporting date in the countries where the Group operates and generates taxable income.

ii. Current income tax relating to items recognised directly in equity shall be recognised in equity and not in the statement of profit or loss. Management shall periodically evaluate positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation, and it shall establish provisions where appropriate.

Deferred tax

i. Deferred tax shall be provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date. Deferred tax assets and liabilities shall be measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) are enacted or substantively enacted at the reporting date.

Foreign Currencies

Purpose

The purpose of this policy to set guidelines for translation of financial statements captions from foreign currency to functional currency.

Policies & Procedures

The Group's consolidated financial statements shall be presented in XAF and Euro. For each entity, the Group shall determine the functional currency and items included in the financial statements of each entity are measured using that functional currency (currency of primary economic environment in which the entity operates). The Group shall use the direct method of consolidation and on disposal of a foreign operation, the gain or loss that is reclassified to profit or loss reflects the amount that arises from using this method.

Transactions and balances

i. Transactions in foreign currencies shall be initially recorded by the Group entities at their respective functional currency's spot rate at the date the transaction first qualifies for recognition. Monetary assets and liabilities denominated in foreign currencies are retranslated at the functional currency spot rate of exchange ruling at the reporting date. At each subsequent balance sheet date:

   a. foreign currency monetary amounts should be reported using the closing rate

b. non-monetary items carried at historical cost should be reported using the exchange rate at the date of the transaction non-monetary items carried at fair value should be reported at the rate that existed when the fair values were determined

ii. The Group companies shall recognise differences arising on settlement or translation of monetary items in profit or loss with the exception of monetary items that are designated as part of the hedge of the Company's net investment of a foreign operation. These are recognised in OCI until the net investment is disposed of, at which time, the cumulative amount is classified to profit or loss. Tax charges and credits attributable to exchange differences on those monetary items are also recorded in OCI.

iii. Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates as at the dates of the initial transactions. Non-monetary items measured at fair value in a foreign currency are translated using the exchange rates at the date when the fair value is determined.

iv. Any goodwill arising on the acquisition of a foreign operation and any fair value adjustments to the carrying amounts of assets and liabilities arising on the acquisition are treated as assets and liabilities of the foreign operation and translated at the spot rate of exchange at the reporting date.

Group companies

The exchange differences arising on the translation are recognised in OCI. On disposal of a foreign operation the component of OCI relating to that particular foreign operation is recognised in the statement of profit or loss.

Fair Value Measurement

Purpose

To define fair value of assets and liabilities.

Policy & Procedure

Definitions:

i. Fair value- Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

   a. In the principal market for the asset or liability, or
   b. In the absence of a principal market, in the most advantageous market for the asset or liability.

   The principal or the most advantageous market must be accessible. The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

ii. Financial instruments - Measurement of financial instruments, such as, loans and receivables and interest-bearing loans and borrowings shall be done initially at fair value and also disclosure shall be made of the fair value at each statement of financial position date.

iii. Revaluation surplus / deficit- Valuations are performed with sufficient frequency to ensure that the carrying amount of a revalued asset does not differ materially from its fair value.

iv. Revaluation surplus- A revaluation surplus is recorded in other comprehensive income and credited to the asset revaluation surplus in equity. However, to the extent that it reverses a revaluation deficit of the same asset previously recognised in profit or loss, the increase is recognised in profit and loss.

v. Revaluation deficit A revaluation deficit is recognised in the statement of profit or loss, except to the extent that it offsets an existing surplus on the same asset recognised in the asset revaluation reserve.

   The Group entities shall use valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

   This is described, as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

   a. Level 1 - Quoted (unadjusted) market prices in active markets for identical assets or liabilities.

b. Level 2 -Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable.
c. Level 3 - Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

Policy

External valuers shall be involved for valuation of significant assets, such as properties and AFS financial assets, and significant liabilities, such as contingent consideration. The involvement of external valuers is decided upon annually by the Valuation Committee after discussion with and approval by the Company's Audit Committee. Selection criteria include market knowledge, reputation, independence and whether professional standards are maintained. Valuers are normally rotated every three years. The Valuation Committee decides, after discussions with the Group's external valuers, which valuation techniques and inputs to use for each case. At each reporting date, the Valuation Committee analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the Group's accounting policies. For this analysis, the Valuation Committee verifies the major inputs applied in the latest valuation by agreeing the information in the valuation computation to contracts and other relevant documents. The Valuation Committee, in conjunction with the Group's external valuers, also compares the change in the fair value of each asset and liability with relevant external sources to determine whether the change is reasonable.

Concessions & Public to Private Contract

Purpose

To set guidelines for accounting Under a Public Private Partnership

Policies & Procedures

A Group Company engaged as a Service Provider (operator) has a twofold activity:

i. A construction activity in respect of its obligations to design, build and finance a new asset that it delivers to the grantor;
ii. An operating and maintenance activity in respect of concession assets.

The entity (being the operator) shall recognize and measure revenue in accordance with Revenue Recognition Policy. If the entity (operator) performs more than one service (i.e. construction or upgrade services and operation services) under a single contract or arrangement, consideration received or receivable shall be allocated with reference to the relative fair values of the services delivered, when the amounts are separately identifiable. In return for its activities, the entity (operator) receives remuneration from users in which intangible asset model applies. The entity (operator) will have the right to receive consideration for the financing and construction of the infrastructure.

The intangible asset model also applies whenever the concession grantor remunerates the concession operator based on the extent of use of the infrastructure by users, but with no guarantees as to the amounts that will be paid to the operator (under a simple "pass through" or "shadow toll" agreement). Under this model, the right to receive consideration is recognised in the entity's Balance Sheet under the head "Concession intangible assets", net of any investment grants received. This right corresponds to the fair value of the asset under concession plus the borrowing costs capitalised during the construction phase. It should be amortised over the term of the arrangement in a manner that reflects the pattern in which the concession asset's economic benefits are consumed by the entity, starting from the entry into service of the asset.

Appendices

Appendix I - Cash Forecast Template

Cash Flow Forecast - Summary Variance Analysis			
	Forecast	**Actual**	**Variance**
Opening Cash Balance	XXX	-	XXX
Cash Inflows			
Total Cash Inflows Before Borrowings			
Cash Outflows			
Total Cash Outflows			
Financing			
Net Financing			
Ending Cash Balance			

Additional Comments:

Cash Inflows: [Insert commentary on key drivers]

Cash Outflows: [Insert commentary on key drivers]

Financing: [Insert commentary on key drivers]

Appendix II - Bank Reconciliation Form

BANK RECONCILIATION FOR: Name of BANK	
FOR THE PERIOD ENDING Month XX, 20XX	
ENTITY: Bank Name:	
ACCT #:	
G/L#: Amount:	
BALANCE PER BANK	XXXXXX
OUTSTANDING WIRE TRANSFERS	(XXXXX)
OUTSTANDING CHECKS	(XXXXX)
DEPOSITS IN TRANSIT	
ADJUSTED BANK BALANCE	(XXXXX)
BALANCE PER BOOKS	XXXXXX
OUTSIDE TRANSFERS IN/(OUT)	(XXXXX)
BANK CHARGES	(XXXXX)
INTER-ACCOUNT TRANSFERS	(XXXXX)
ENDING BOOK BALANCE	(XXXXX)

Communications Module - CM001

Table of Contents

PART A - Media Policy

I. Introduction & Purpose

ARISE attracts considerable interest from global and local media because of its scale and expertise in specific markets.

Media attention has the potential to boost or damage the Group's reputation, and hence it is important to manage engagement with the media positively, constructively and professionally.

These Media and Social Media Policy Guidelines set out the principles which underpin ARISE's approach to media relations and social media activity.

II. Applicability

This policy shall apply to the following:

i. The Boards of Directors of all group entities, either acting individually or collectively
ii. All ARISE employees, either acting individually or collectively
iii. Secondees to ARISE from other entities
iv. Agency staff
v. Work experience or other trainees

III. Policy & Principles

General Rule - Becoming authorised to comment

Before engaging with any external media as a representative of the Group, an employee must have undertaken formal training to be authorized to comment. If no training has undertaken then following procedure shall be followed.

General procedures for dealing with the media

Employees NOT Media Trained or Nominated Spokespeople.

i. In case an employee is required to answer the phone to a journalist or an unknown NGO, he/she shall make it clear that he/she cannot speak on behalf of the company, and mention that he/she can help them by passing such party's enquiry to the right person if they can give such employee some details. It is acceptable to ask the caller for this information which will help ARISE's Press Office to identify who should call them back. If possible, the employee shall gather the following details during the call:
   a. Their name, their organisation, their telephone number and email address
   b. The specifics of the topic they are interested in
   c. Is there a deadline for any response?
   d. Date and time of their call
   e. If an article has already been published on which they want comment, ask them to send a copy or link to the article.

ii. The employee shall forward these details to **media@arisenet.com** and can expect a response within the same working day, if the time zones permit. If the enquiry comes in via email, it shall be forwarded directly to media@arisenet.com and the Communications team will respond on behalf of the company.

iii. While handling a Media Enquiry an employee shall try to
   a. Be professional and polite. If he/she is not absolutely clear about the enquiry, ask for details and gather as much information as possible, as listed above.
   b. Stay calm. Even if a journalist asks questions, or tries to be aggressive, the employee shall not feel obliged to give an answer. He/she may politely say, "I'm sorry, but I cannot speak for the company, allow me to help you by giving me a few more details so that I can have someone call you back as soon as possible."

Media Trained or Nominated Spokespeople

If an employee is a trained spokesperson and he/she feels comfortable handling the enquiry on the spot (for example such employee already has a relationship with the journalist), he/she shall send the press office the relevant details including the name of the journalist, publication they are writing for and likely publication date, as well as a short précis of own comments to media@arisenet.com so they can look out for the coverage and include the contact in their media relations reports.

PART B - Social Media Policy

I. Introduction

While ARISE employees privately participate in various forms of social media (blogs, Twitter, Facebook and online forums), it is essential that all persons to whom this policy applies understand and practice these simple but important social media guidelines.

II. Applicability

This policy shall apply to:

i. The Boards of Directors of all Group entities, either acting individually or collectively
ii. All ARISE employees, either acting individually or collectively
iii. Secondees to ARISE from other entities
iv. Agency staff
v. Work experience or other trainees

III. Definition - Social Media

Social media comprises relatively inexpensive and accessible tools that enable anyone (including private individuals) to publish or access information on the internet. Social media may include (but not limited to):

i. Social networking sites (e.g. Facebook, MySpace, LinkedIn, Instagram, Twitter)
ii. Video and photo sharing websites (e.g. Flickr, YouTube)
iii. Blogs, including corporate blogs and personal blogs
iv. Micro-blogging (e.g. Twitter)
v. Wikis and online collaborations (e.g. Wikipedia)
vi. Forums, discussion boards and groups (e.g. Google groups, Whirlpool)
vii. Podcasting of the company.

IV. Policy

i. The employees are expected to be supportive of the social media outlets the Group is already using for its business i.e. following ARISE handles on Twitter, Facebook and Instagram and link personal LinkedIn accounts with ARISE as employer. These outlets are managed by the Corporate Communications Team.
ii. The Corporate Communications team shall have a social media strategy that shall apply across the group and therefore new Facebook or Twitter accounts for a new ARISE product/business or region should not be created unless proper approval from Corporate Communication is taken. This shall only be approved where content is suited to a particular audience: for example, using Twitter to support a consumer marketing or brand sponsorship campaign. The business shall also be required to demonstrate a full social media strategy for implementation. The communications team shall be open to inputs and ideas given by businesses on how to incorporate news in respective areas into the overall ARISE Communications platform.

IV. Guidelines

1. General Guidelines

i. The web is not anonymous: An employee shall assume that everything he/she writes (even on personal Facebook page), can be traced back to the company, if not personally
ii. There is no longer a clear boundary between an employee's personal life and work life
iii. Anything an employee posts on the internet is a permanent record: erasing anything once it is public is extremely difficult, if not impossible.

2. Mentioning ARISE business activities in personal social media platforms

While mentioning the Group's business activities in personal social media handles, Employees shall:

i. Never participate in discussions about Group Company's business performance, business plans, unofficial strategies, prospects, potential acquisitions, legal matters or similar sensitive subjects that could cause a negative impact on the company.
ii. Never cite confidential information about customers, partners or suppliers without their prior permission.
iii. Make it clear that what an employee says is his/her own point of view and not necessarily the company's opinions – for instance, "The posts on this site are my own." Only those officially designated by the Group are authorised to speak on behalf of the company.
iv. Never comment on topics that may be considered a crisis issue. Instead, if an employee overcomes something online that could be problematic from a reputational perspective, he/she shall email crisis@arisenet.com as soon as possible with the information below:
v. The specifics of the issue
vi. Any available name, organization, telephone number and email address
vii. Link to the website, comment or post about crisis issues:
    a. The specifics of the issue
    b. Any available name, organization, telephone number and email address
    c. Link to the website, comment or post about crisis issues in the event of a crisis requiring immediate attention, please refer to the Crisis Communications procedure

NOTE: This policy does not intend to discourage nor unduly limit an employee's personal expression or online activities.