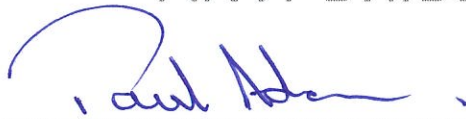


# GULF INSURANCE GROUP (GULF) B.S.C ( c)

## ANTI-BRIBERY POLICY



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PAUL ADAMSON, CHIEF EXECUTIVE OFFICER

AUTHORISED TO SIGN ON BEHALF OF THE AUDIT COMMITTEE WHICH APPROVED THE POLICY IN THEIR MEETING HELD ON 14 DECEMBER 2021

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## 1. Introduction

1. This Policy prohibits the offering, giving, requesting, receiving, facilitation or authorization of any illegal bribe or inducement which, in contravention of applicable law, results in personal gain or advantage to the recipient (or any person or body associated with the recipient) and which is intended to improperly influence a decision of the recipient (referred to herein as a "Bribe" or "Bribery").
2. Gulf Insurance Group (Gulf) B.S.C ( c) (herein referred to as GIG Gulf) must not engage, either directly or indirectly through third party intermediaries or otherwise, in Bribery. This includes (i) the use of cash and/or non-cash forms of incentive such as gifts and (ii) the payment or receipt of Bribes.
3. GIG Gulf adopts a zero tolerance policy towards corruption. GIG Gulf is fully committed to comply with all anti-corruption and anti-bribery (or facilitation payment) legislation and regulations wherever it operates
4. Facilitation payments are typically made to obtain routine services from persons in their official capacity. For purposes of this Policy, Bribes include facilitation payments (i.e. illegal payments or gifts made to a government official to avoid delays in processing or obtaining approvals or for similar purposes)
5. Anti-bribery compliance will be under the supervision of Regional Anti-Financial Crime Officer (AFCO)
6. Any material bribery & corruption issues and any inquiry/request from local regulators on bribery & corruption/local ABC program should be notified immediately to AFCO at [compliance@axa-gulf.com](mailto:compliance@axa-gulf.com) or [ajith.ramachandran@axa-gulf.com](mailto:ajith.ramachandran@axa-gulf.com)
7. This policy is subject to annual review

## 2. Scope of Application

- This policy applies to all GIG Gulf employees (hereafter, "Employees") (including apprentices, interns, trainees, temporary employees and agents., wherever they work (hereafter "Employees"))
- All Employees are required to carefully read this policy and agree to comply with it in the course of their duties. This policy aims specifically to enable Employees to identify and assess corruption or influence peddling risks, which they may encounter

## 3. What does bribery or corruption mean

- There is a risk of corruption where, in the execution of their duties, an Employee offers, makes, solicits or accepts, whether directly or indirectly, any payment, gift or other advantage (gifts, loans, fees, pay, influential connections, etc.), from an individual or a legal entity or a public official, with the aim of unduly obtaining or retaining business or influential relationship, or to obtain or guarantee an undue commercial advantage, or to refrain from carrying out an act or sales approach
- Laws against corruption and bribery govern not only cash payments, but also receipt of other benefits, including trips, entertainment, gifts, job offers or internships, or which involve third parties or service providers who, directly or indirectly, act on behalf of a company. Undue gifts, payments and favours may damage GIG Gulf's reputation and its

dealings with its customers, suppliers, service providers and regulatory authorities, and may expose GIG Gulf and its authorized representatives to civil and criminal liability

#### 4. Anti-Bribery Program

- **Anti-Bribery Risk Assessment**

1. Anti-bribery risk assessment must be designed to identify, analyze and prioritize the risks that could be exposed to bribes from third parties and that take account of risks specific to insurance sector
2. The risk assessment should be undertaken every year

- **Disciplinary regime**

- Involvement in receiving or giving of bribes is considered as gross breach warranting summary dismissal for first offence
- Breaches of the requirements of this Policy may expose Employees to disciplinary sanctions
- Such disciplinary sanctions could lead to dismissals
- In addition, Employees are reminded that corruption and influence peddling are criminal offences. This means employees could be subject to enforcement action as per the local laws including arrest, fines and deportation, in the case of expatriates

- **Reporting breaches via Local Whistleblowing procedure**

The employees are encouraged to report via the internal whistleblowing system any actions or behaviors that violate the Anti-bribery policy

- **Due diligence procedures**

GIG Gulf should maintain appropriate risk-based due diligence procedures designed to assess the reputation of third parties (including clients, major suppliers and intermediaries). Appropriate anti-bribery representations and warranties should be inserted in contracts with third parties

- **Accounting control procedures**

GIG Gulf should have in place internal or external accounting control procedures that ensure that books, records and accounts are not used to hide acts of corruption or influence peddling

- **Anti-bribery training**

Anti-bribery training should be provided to all staff on an annual basis

#### 5. Conflict of Interest

- A conflict of interest is, by its nature, a risk which may arise in many situations.
- While conflicts of interest differ from corruption, they may lead to corruption, where Employees favour their own interests to the detriment of their duty to the Company, which will likely damage the independence of their judgment and duties.
- **Appendix B** of this policy adds a more detailed definition of the concept of Conflict of interest, along with several examples of its application within GIG Gulf.
- To the extent that Employees find themselves in a potential or actual Conflict of Interest situation, they should immediately inform their line manager and/or the Anti-Financial Crime



Officer, such that the latter may analyse the information brought to their attention and suggest any required action to correct the conflict of interest

## 6. Gifts, Hospitality and Entertainment

1. Gifts and hospitality may play an important role in the establishment and maintenance of good business relations
2. However, Gifts and Hospitality received and given may sometimes hide attempts to influence business decisions and give rise to doubts about the impartiality, integrity and judgment of the beneficiary or the person granting the Gift or the Hospitality
3. Under certain circumstances, Gifts and Hospitality may (i) expose GIG Gulf and/or its Employees to the risk of legal proceedings and/or a court sentence if the facts are qualified as acts of corruption or influence peddling, and/or (ii) damage GIG Gulf's image and reputation
4. Provisions by category of Gifts and Hospitality are specified in Appendix 3 to assist Employees in making a considered choice where they have to give or receive *gifts, business meals, and invitations to professional/sporting/cultural events or business trips offered by suppliers'/service providers*
5. Employees shall apply the prior approval procedure before offering or accepting a gift or hospitality, as mentioned below:

**Specific limits for the logging and approval of gifts and hospitality is set out in the table below**

VALUE	APPROVAL REQUIRED	Record required in the GIG Gulf G&E
Up to BD/OMR 20 or AED/QAR 200 or equivalent	No	No
Above BD/OMR 20 or ED/QAR 200 or equivalent up to BD/OMR 100 or AED/QAR 1,000 or equivalent	No	Yes (except normal business lunches and dinners)
Above BD/OMR 100 or AED/QAR 1,000 or equivalent	Yes	Yes (including for business lunches and dinners)

Value is per event or aggregated where there are multiple related events

- The approvals for gifts in excess of limits mentioned above are to be obtained from the respective Executive Committee member or the Chief Executive Officer ("CEO"). CEO will provide the final decision in the event of any dispute.
- The approval must be obtained in writing and wherever possible prior to giving or receiving the gift.
- In relation to procurement teams, all gift/entertainment must be approved by the Anti-Financial Crime Officer, in addition to the approval by Executive Committee Member or CEO
- The employee may be asked to give the reason for not obtaining pre-approval

- In respect of normal business lunches and dinners, the approving authority can provide standing approvals, in writing, to their team members. The standing approvals document must be provided to the Finance Manager and copy sent to HR Manager and Regional Compliance team.
- The logging of gifts should be done in the Gift Register maintained by the Compliance department. The minimum details to be provided while recording a gift are provided in **APPENDIX C**. The same details must also be provided while seeking approvals.
- If the recipient feels that the gift or hospitality being offered or received is dubious, then it should be declined, however if the decline is likely to cause offence then the gift should be accepted subject to approval process and then handed to the HR department for donation to charity. Declined gifts and hospitality must be logged also.
- Some examples of what is considered, under normal circumstances, appropriate and not appropriate is provided in Appendix 3

## **7. Charity and Sponsorship**

- GIG Gulf takes part in Philanthropy / Charity and Sponsorship in the field in which it operates
- Any charitable donations made on behalf of GIG Gulf must be logged irrespective of the value of the gifts/hospitality
- The Charity must be a registered charity and must be from the list of approved charities maintained by HR/Communication department. For adding a new charity to the list of approved charities, the details of the charity organisation must be sent to HR/Communication department. HR/Communication department will review and obtain validation from the CEO on whether to add this to the list of approved charities. HR/Communication department to ensure that the charity's activities do not pose any reputational impact to GIG Gulf. HR/Communication department to obtain Compliance department approval prior to adding the organisation to the approved charities list.
- Any sponsorship made on behalf of GIG Gulf must be approved by the respective Executive Committee Member or the Chief Executive Officer and must be logged irrespective of the value of the sponsorship. Prior to approving sponsorship, the approving Manager must ensure that the sponsorship does not constitute or seen to constitute a bribe or facilitation payment

## **8. Business relationship with providers and suppliers**

- Prior to entering into any business relationships with a supplier/service provider (note that sub-contractors also include suppliers), all Employees shall, when carrying out their jobs and duties and, where relevant, with the support of the Procurement, Compliance and Legal departments, apply the principles below, which constitute the minimum standard:
  - Check whether a procurement process is applicable to the planned purchasing situation. If so, this must be applied and all rules therein must be followed;
  - Ensure the choice of supplier/service provider is a collective decision
  - Comply with applicable Gifts and Hospitality procedures;



- Ensure discussions are kept confidential and that all procurement processes can be tracked and recorded. The Employee responsible for the business relationship shall retain all documentation which was used in the procurement decision for a period of 3 years following the end of the business relationship in a separate file
- Some aspects of a supplier/service provider relationship require care and appropriate analysis and assistance from Compliance prior to approval to enter into or continue a business relationship. Such aspects are defined as Warning Signs which may appear at the time of due diligence prior to entering into a relationship with the supplier/service provider or later on in the course of the relationship. The presence of a Warning Sign is not of itself a deal-breaker preventing the start or continuation of a business relationship. However, where the following Warning Signs are present, the Employee must contact Compliance department at [compliance@axa-gulf.com](mailto:compliance@axa-gulf.com) or [ajith.ramachandran@axa-gulf.com](mailto:ajith.ramachandran@axa-gulf.com) to agree the action to be taken:
  - The supplier or service provider operates from a country with a high risk of corruption or subject to international economic sanctions
  - The reputation and integrity of the supplier/service provider is in doubt or has attracted negative stories in the press;
  - Suspicious transactions are carried out in US dollars
  - The supplier/service provider does not wish to disclose full information or has refused to respond to requests for information;
  - The supplier/service provider refuses the anti-corruption clause
  - The supplier/service provider was recommended to an Employee by a public official
  - The supplier/service provider expresses concern when faced with questions about its anti-corruption measures or says that it cannot state or guarantee that it has not violated and will not violate applicable anti-corruption laws and regulations
  - The supplier/service provider requests cash payments to a third-party account or an unusual wire transfer (e.g. a wire transfer to a bank account or bank located in a country unrelated to the supplier/service provider);

## 9. Recruitment/ Employment

- Employee recruitment must be carried out in accordance with applicable legal and contractual provisions and GIG Gulf policies
- During the recruitment process, an Employee who has personal or family ties to the candidate should withdraw from the procedure
- Whilst it is possible to be asked (or to ask a third party) to support recruitment (including obtaining a student work placement) of someone with whom the Employee has personal or professional links, it is not acceptable for such a request to:
  - be in consideration for an undue advantage;
  - result in a violation of hiring procedures;
  - be perceived as controversial.
- These provisions shall not prevent the operation, where relevant, of an appointment process which leads to the grant of a financial advantage (e.g. a bonus, or shares) to an Employee in consideration for a direct action which leads to GIG Gulf entering into contact with a person likely to correspond to a particular profile and/or having the experience and skills to exercise a vacant position within the company. Such a procedure should however be commenced in a fully transparent manner
- Furthermore, if an Employee is considering temporarily or permanently exercising another professional activity (as an employee or as an independent business person), they should note that, beside the fact that it could contravene (1) the provisions set out in their employment contract and (2) legal provisions on multiple jobholding and compliance with working time regulations, such a situation may be a source of Conflicts of Interest (see Appendix 2 regarding conflicts of interest).

## 10. Lobbying

- With regard to their Lobbying activity which is not legally permitted in GIG Gulf's countries of operation, Employees are required
  - to refrain from taking any steps to obtain, by fraudulent means, information or decisions which are favourable to GIG Gulf's interests and, in general, not to use their influence in an illegal manner
  - by way of example: it is forbidden to use illegal methods to influence the decision of a public official in order that it is made in line with GIG Gulf's interests;

## 11. Taking part in political activity

- It is prohibited for employees to hold a public office while being employed at GIG Gulf. In case of any doubt, employees must refer to the HR department before proceeding with any such engagement
- Local regulations place severe restrictions on political contributions and is illegal in some of the countries that GIG Gulf operates in. Therefore, as a policy, it is prohibited to make any political contributions on behalf of GIG Gulf



## Appendix A – Glossary

Defined Term	Definition
Philanthropy/Charity	Physical or financial support provided by GIG Gulf or its Employees to an individual, a legal entity, an organization or an event of public interest, for no direct pay. Unlike Sponsorship, such actions are not driven by advertising or marketing benefits for GIG Gulf.
Gift	Gifts' are defined as any item, trip/event, entertainment, meal, expense, competition prize, sponsorship, discount or other benefit, whether business related or not, that is received or offered and is of direct or indirect financial value.
Compliance	Department in charge of compliance matters within GIG Gulf.
Employee	An individual member of GIG GULF staff.
Conflict of Interest	Situation in which a personal or professional interest, or that of an Employee's family member or friend, enters into conflict or competition with GIG Gulf interests.
Whistleblowing Policy	Procedure for reporting breaches of this Policy
Lobbying	All oral and written communication with Public Officials, carried out in a fully transparent manner or not, with the aim of influencing public decision making, i.e. legislation, public policy or administrative decisions.
Hospitality	Marks of courtesy and acts of kindness, given or received, common in business matters, which can take the form of Business Meals, Invitations to professional, sporting or cultural events and bearing the cost of Business Travel.
Business Meals	Breakfast, lunch or dinner taken in the context of professional relations.
Disciplinary sanctions	GIG Gulf's internal decision, made pursuant to the Terms of Reference, in response to a policy breach or a non-compliance activity.
Sponsorship	Material or financial support provided by GIG Gulf to an individual, a legal entity, an organization, an event or a product, with the aim of gaining advertising or marketing benefits and intended to bolster GIG Gulf's reputation.
Business Trips	Any trip within the country where GIG Gulf operates or abroad for professional purposes

## APPENDIX B – Conflict of Interest

There is a Conflict of Interest where the individual interests of an Employee may enter or appear to enter into conflict with the interests of GIG Gulf, which could affect the professional qualities with which the Employee is required to exercise their duties.

Three types of Conflict of Interest should be distinguished:

- Actual Conflict of Interest: A Conflict of Interest is actual where the personal (and also professional,) interests may affect the manner in which the Employee carries out their work within GIG Gulf;
- Potential Conflict of Interest: A Conflict of Interest is potential where the Employee has interests (whether personal or professional) which are not sufficiently strong at the time when the issue of a conflict arises;
- Apparent Conflict of Interest: A Conflict of Interests is apparent where the risk does not actually exist because the personal (or professional,) interests do not actually exist or the facts which may create a conflict are uncertain.
- **Direct interests** are those which provide benefits directly to the Employee.
- **Indirect interests** are those which do not benefit the Employee, but rather a family member or friend

Conflicts of Interest arise from the existence of **direct or indirect interests** which enable an Employee to access benefits which may or may not be related to the exercise of their duties.

If the interests are not of themselves wrongful, they become a source of conflict where they lead the Employee into a situation where the latter may give precedence to their own interests over those of GIG Gulf and as a result, affect the independence of their duties and judgment.

In order for a conflict of interest to exist in a professional setting, two conditions regarding the Employee must thus be satisfied:

- A professional interest resulting from the position occupied by the Employee within GIG Gulf
- The nature or the strength of the Employee holding other interests (personal interests) which enter or could enter into competition with the professional interest

**By way of example, the situations described below constitute Conflicts of Interest:**

- the Employee entrusted with the business relations has financial interests (e.g. a shareholder) in the company with which he/she wishes to enter into business on GIG GULF's behalf;
- the Employee has privileged family or friendship ties with a supplier/service provider with which he/she wishes to enter into business on GIG Gulf's behalf
- having changed jobs within GIG Gulf, the Employee finds him/herself having to deal with their relative who already had relations with GIG Gulf well before the job change;
- the Employee is a board member of a company who is a client, supplier or competitor of GIG Gulf



**Conversely, the following situation does not constitute a Conflict of Interest:**

- An Employee's family member or friend works for an IT firm which contracts with GIG Gulf. Such family member or friend is not at all involved in this contract or its negotiation and the Employee works for GIG Gulf in a division which is not involved in this contract: *these two interests are unrelated and do not enter into competition.*

## **Appendix C – Provisions relating to gifts & hospitality**

**Categories of Gifts and Hospitality are detailed below in order to assist Employees in making informed decisions when they are giving or receiving Gifts, Business Meals, and invitations to professional/sporting/cultural events or business trips offered by suppliers/service providers**

### **1. Gifts received/Gifts given**

- As a reminder, the **prior approval procedure** mentioned in Section 6.4 of this Code should be applied by Employees prior to accepting or giving gifts.
- Regardless of the amount and currency, **no amount of money, in cash, part-cash, cash equivalent (gift card, gift voucher, etc.), check or wire transfer may ever be received or given.**
- It is essential that the **frequency** of giving/receiving Gifts **be taken into account**; it is inappropriate to receive Gifts from (or give Gifts to) one supplier/service provider on a regular basis, even where they are below the authorized threshold value.
- Gifts **should not give the impression that they are given to Employees or to supplier/service provider with the aim of obtaining a favour in return** (favourable pricing conditions, preferential tariffs or any other undue advantage), winning a contract, influencing a decision from GIG Gulf such that it is made in favour of the supplier/service provider or causing inappropriate behaviour. A supplier/service provider may understand a **polite refusal** insofar as it is explained clearly

**By way of example, the following situations are prohibited:**

- A supplier/service provider who requests that the Employee does not disclose to GIG Gulf the gift offered;
- Employees who receive a Gift from a supplier or service provider at their home;
- A gift received during tendering;
- A gift given in the form of benefits in kind (e.g. a job promise);
- A gift, regardless of the amount, that could be perceived as a bribe by a bona fide third party, i.e. which appears to be offered for the purpose of obtaining favours in return;
- A gift which, if it were to be publicly disclosed, would create a feeling of discomfort or embarrassment for GIG Gulf, for the Employee or for the supplier/service provider who accepted or gave it.

## 2. Meals received/meals provided

- As a reminder, the **prior approval procedure** mentioned in Gifts and Entertainment section of this Policy should be applied by Employees prior to accepting or offering meals.
- An invitation to a Business Meal, received or given, must be provided within the course of professional activities.
- An invitation to a Business Meal **should not give the impression that it is provided with the aim of obtaining a favour in return** (favourable pricing conditions, preferential tariffs or any other undue advantage), obtaining a contract, influencing a decision from GIG Gulf such that it is made in favour of the supplier/service provider or causing inappropriate behaviour

**By way of example, the following situations are prohibited:**

- An invitation to a Business Meal with the same supplier/service provider each month;
- An invitation to a Business Meal with a supplier/service provider during tendering;
- An invitation to a Business Meal with family members or friends;
- An invitation to a Business Meal which may be perceived as a bribe by a third party in good faith, i.e. which appears to be offered for the purpose of obtaining favours in return;
- An invitation to a Business Meal which, if it were to be publicly disclosed, would create a feeling of discomfort or embarrassment for GIG Gulf, for the Employee or for the supplier/service provider who accepted or gave it.

## 3. Invitation to professional, sporting or cultural events

- As a reminder, the **prior approval procedure** mentioned in Gifts and Entertainment section of this Policy should be applied by Employees prior to accepting or giving an invitation to a professional, sporting or cultural event.
- Invitations to professional (with the exception of breakfasts/professional conference debates for which no prior approval is required unless transportation costs and/or hotel accommodation are provided and exceeds the thresholds specified in table in gifts & entertainment section), sporting or cultural events, may be given or received if all of the following conditions are satisfied:
  - The invitation is exceptional (as opposed to frequent invitations);
  - The invitation does not breach moral standards;
  - The tickets received are from a lawful source;
  - The invitation does not give the impression that was offered to the suppliers / service providers or the Employees with the aim,
    - of obtaining favourable treatment in return,
    - or with the aim of influencing a decision,such that it is made in favour either party or causing inappropriate behaviour



- If the invitation were to be publicly disclosed, it would not create a feeling of discomfort or embarrassment for GIG Gulf, for the Employee or for the supplier/service provider who accepted or gave it.

**By way of example, the following situations are prohibited:**

- Invitation to an event with a family member or friends;
- Invitation during tendering;
- An offer of a trip which is not of a professional nature;
- An invitation to a professional event, sporting or cultural events, where the beneficiary holds decision-making power or may influence GIG Gulf's decision;
- An invitation to a professional, sporting or cultural event, which may be perceived as a bribe by a third party in good faith, i.e. which appears to be offered for the purpose of obtaining favours in return;
- An invitation to a professional, sporting or cultural event, which, if it were to be publicly disclosed, would create a feeling of discomfort or embarrassment for GIG Gulf, for the Employee or for the supplier/service provider who accepted or gave it.

#### **4. Suppliers/service providers bearing cost of business travel**

- As a reminder, the **prior approval procedure** mentioned in gifts & entertainment section of this Policy should be applied by Employees prior to accepting an offer to bear the cost of business travel from suppliers'/service providers
- With regard to business relations, bearing the cost of accommodation and travel expenses is **subject to compliance with the following conditions**
  - Paying for such costs must have been made necessary due to a business trip (presentation of products or services, professional meetings, conferences, etc.);
  - Class of ticket and hotel category chosen should be **consistent with professional practice** and must not be disproportionate;
  - Paying for accommodation and travel expenses **relates to the Employee** and not his family and friends
  - Only the Employee's accommodation and travel expenses should be paid for **excluding any other expenses**;
  - Paying for travel and accommodation expenses should **not give the impression that it is done with the aim of obtaining a favour in return**
  - If paying for travel and accommodation expenses **were to be publicly disclosed, it would not create a feeling of discomfort or embarrassment** for GIG Gulf, for the Employee who accepted it or for the supplier/service provider who gave it.

**By way of example, the following situations are prohibited:**

- Suppliers/service providers bearing accommodation and travel expenses for the purposes of a seminar or event with the Employee's family members or friends
- Suppliers/service providers bearing accommodation and travel expenses for the purposes of a seminar or even the content of which is not purely professional;
- Suppliers/service providers bearing accommodation and travel expenses which are for a longer period than that which is strictly necessary;
- Suppliers/service providers bearing accommodation and travel expenses which may be perceived as a bribe by a third party in good faith, i.e. which appears to be offered for the purpose of obtaining favours in return;
- Suppliers/service providers bearing accommodation and travel expenses, which, if it were to be publicly disclosed, would create a feeling of discomfort or embarrassment for GIG Gulf, for the Employee or for the supplier/service provider who accepted or gave it

**5. Minimum details to be provided while recording a gift****GIFTS RECEIVED**

Name of Employee:	
Reporting Employee's manager:	
Date of receipt of gift /entertainment:	
Description of gift/ entertainment received: (please provide in details including brand etc)	
Name of Person/Company who gave the gift/entertainment:	
Relation with person giving gift/entertainment:	
Estimated value of gift/entertainment (approx as per your estimation)	



**GIFTS\* GIVEN**

Name of Employee:	
Reporting Employee's manager:	
Date of giving gift/entertainment*:	
Description of gift/entertainment* given: (please provide in details including brand etc)	
Name of Person/Company to whom gift/entertainment* is given:	
Reason for giving gift/entertainment*:	
Value of gift/entertainment*	

**Notes:** \* Gift/compliment for this purpose does not include GIG Gulf branded compliments (value of each item below reporting thresh hold) approved by company for distribution to clients, distributors, etc

**Appendix D – Frequently Asked Questions (FAQ)****1. How can an employee determine the value of a gift they receive?**

Use common sense and good judgment in determining the value of any gifts/entertainment received. If it is unclear, consider contacting a store or checking online, for similar items. When in doubt, follow the reporting and disclosure process.

**2. How does an employee know if a gift is prohibited by the gift giver's organization?**

It is not necessary to research the issue, but gifts should not be accepted when it is clear that the gift is prohibited by the gift giver's organization. If it is not practical to decline the gift at the time of receipt, you are allowed to accept the gift and then promptly discuss how to respond with your Manager or HR/Compliance Department.

**3. Is a favour/wasta considered a gift?**

The answer can vary. Accepting a favour from a supplier, customer or other business associate might compromise, or appear to compromise, an employee's judgment or create an actual or apparent conflict between an employee's personal interest and his loyalty to GIG Gulf. Discuss questionable favours and how to respond with your Manager or HR/Compliance Department

**FOR ADDITIONAL INFORMATION, PLEASE CONTACT**

1. **Ajay Kumar**  
**Head of Regional Compliance**  
[Ajay.kumar@axa-gulf.com](mailto:Ajay.kumar@axa-gulf.com)
2. **Ajith Ramachandran**  
**Regional Anti-Financial Crime Officer**  
[Ajith.ramachandran@axa-gulf.com](mailto:Ajith.ramachandran@axa-gulf.com)