



Anti-Bribery and Anti-Corruption Policy

QBA Third-Party Supplier Policy

1. Purpose and Scope

QBA conducts all business transactions with integrity and transparency and expects every third-party supplier and vendor (“Supplier”) to uphold the same standards. This Policy applies to all Suppliers, their employees, agents, intermediaries, and subcontractors engaged in connection with QBA, in every jurisdiction in which they operate.

2. Applicability

The policy shall be applicable to all suppliers and vendors unless otherwise agreed.

3. Business Integrity Requirements

Suppliers shall:

- Implement monitoring and enforcement procedures to ensure compliance with applicable anti-bribery and corruption laws.
- Raise invoices and claims strictly in line with agreed goods or services, supported by appropriate documentation, and maintain accurate business books and records reflecting all transactions with QBA.
- Never offer, promise, give, or authorize, directly or indirectly, any gift, payment, entertainment, or anything of value to any person — including government officials, customers, or their representatives — to obtain or retain business, influence a business decision, or secure an improper advantage on behalf of QBA.
- Abstain from offering or accepting any bribe, kickback, or facilitation payment of any kind.

4. Conflicts of Interest

Suppliers shall promptly disclose to QBA any situation in which a QBA employee or director may have a personal, financial, or other interest in the Supplier’s business — whether through personal relationships, investments, directorships, or other economic ties — whether such conflict arises at the time of onboarding or at any point during the engagement.

5. International Trade and Sanctions

Suppliers shall:

- Comply with applicable export control, import, and sanctions laws and regulations, and not engage in commercial transactions with any sanctioned or embargoed country, individual, or entity.
- Disclose any history of, or ongoing inquiry or investigation into, violations of export control or sanctions laws that is either publicly available or may impact the engagement with QBA.
- Ensure that QBA’s products or services are not used or supplied to any sanctioned or embargoed country, individual, or entity.

6. Confidentiality and Use of QBA Brand

Suppliers shall not use confidential or proprietary information about QBA, its clients, or employees for personal or professional advantage. Suppliers shall not use QBA’s name, logo, or branding, or make public or media comments regarding their engagement with QBA, without QBA’s prior written consent.

7. Third Parties Engaged by Supplier

Where a Supplier engages any third party to provide goods or services to QBA, the Supplier shall ensure that such third party adheres to this Policy and shall be responsible for monitoring that third party’s compliance.



8. Audits and Due Diligence

QBA reserves the right to conduct due diligence and audits of Supplier compliance with this Policy, with prior intimation, either directly or through a nominated third party. Suppliers shall cooperate fully, provide requested records within agreed timelines, and submit corrective action plans where findings are identified. Failure to cooperate may result in termination of the relationship.

9. Reporting Concerns

Suspected bribery or corruption connected to QBA should be reported promptly to the Supplier's designated QBA contact or via QBA's confidential whistleblowing channel at [Insert Whistleblowing Email/Hotline]. Reports made in good faith will not result in retaliation.

10. Non-Compliance and Policy Review

Breach of this Policy is treated extremely seriously and may result in immediate termination of the business relationship, recovery of losses, and referral to law enforcement or regulatory authorities. This Policy will be reviewed periodically and Suppliers will be notified of material changes.

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QBA-POL-ABC-01	1.0	January 2026	HR Head	Global CEO