



16th July 2013

Statement of continued support of the Ten Principles of the United Nations Global Compact in the areas of Human Rights, Labour, Environment and Anti-Corruption , by the CADG President

To our stakeholders:

I am pleased to confirm that the Central Asia Development Group (CADG) reaffirms its support of the Ten Principles of the United Nations Global Compact in the areas of Human Rights, Labour, Environment and Anti-Corruption.

Period covered by your Communication on Progress (COP) From: March 2012 To: July 2013

In this annual Communication on Progress, we describe our actions to continually improve the integration of the Global Compact and its principles into our business strategy, culture and daily operations. We also commit to share this information with our stakeholders using our primary channels of communication.

Sincerely yours,

Raju Shaulis
CADG President



Human Rights Principles

Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and Principle 2: make sure that they are not complicit in human rights abuses.

Assessment, Policy and Goals

CADG understand it has a social responsibility with respect to human rights

- 1.1 Please see enclosed our Ethics Policy as per Annex 1, which opposes our any type of human rights abuse.
- 1.2 Please also refer to the Whistle Blowing policy as per Annex 3, which outlines the Company's disclosure procedure. Whistleblowing protection is confined to a disclosure which, in the reasonable belief of the employee making the disclosure, is made in the public interest.
- 1.3 CADG support the Universal Declaration of Human Rights, through our business practices CADG seek to protect and promote the human rights and basic freedoms of all its employees and agents.
- 1.4 CADG ensure that all of its employees, agents and contractors are entitled to their human rights as set out in the Universal Declaration of Human Rights and the Human Rights Act 1998.
- 1.5 CADG confirms that we will not enter into any business arrangement with any person, company or organisation which fails to uphold the human rights of its workers or who breach the human rights of those affected by the organisation's activities.
- 1.6 CADG are vehemently opposed to the use of slavery in all forms; cruel, inhuman or degrading punishments; and any attempt to control or reduce freedom of thought, conscience and religion.
- 1.7 CADGs goal in the next 12 months, is to hold bi-annual training seminars, educating and training our personnel on human rights. CADG acknowledge that good human rights performance is the conduct of company operations without causing harm to people, either directly through company activities, or indirectly through the company's relationships to others who cause harm. A key step towards ensuring good human rights performance by is the conduct of human rights due diligence.



Implementation

The outcome of the seminars will provide **concrete actions** to implement Human Rights policies, reduce human Rights risks and respond to Human Rights violations.

This will be done throughout the seminar via:

- Suggestion boxes
- Discussion with personnel attending the event(s)
- Via consultation with stakeholders and affected parties
- Allocation of responsibilities for the protection of Human Rights within CADG – currently assigned to the Operations Manager.

This seminar will be held in Singapore headquarters.

CADG will develop, as a result of the training seminars

- Enhanced Human resource policies and procedures supporting Human Rights, and concrete measures to put it effect how we can quantifiably measure our contribution to human rights.

Measurement of outcomes

A report from the training seminars – with objectives such as:

- Monthly review of worldwide Investigations, legal cases, rulings, fines and other relevant events related to Human Rights in general. – Do any policies need to be drawn up by CADG in the areas that we work in order to prevent these types of instances occurring again.
- Specific report any progress made in the area of Human Rights – get feedback from our personnel on the ground, nominate project managers to make monthly reports.
- A periodic review of results by senior management will be conducted no later than 2 months after each seminar, and a report will be communicated to all staff.

Labour Principles

Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

Principle 4: the elimination of all forms of forced and compulsory labour;

Principle 5: the effective abolition of child labour; and



Principle 6: the elimination of discrimination in respect of employment and occupation

Assessment, Policy and Goals

- Please see enclosed our Ethics Policy as per Annex 1, which opposes our any type of human rights abuse.
- All personnel are provide with an employee's handbook of company policy regarding their rights (as employee's) and a contract which outlines their responsibilities and their compensation and benefits – as per Annex 2.
- Please also refer to the Whistle Blowing policy as per Annex 3, which outlines the Company's disclosure procedure. Whistleblowing protection is confined to a disclosure which, in the reasonable belief of the employee making the disclosure, is made in the public interest.
- CADG adhere to international labour standards.
- CADG adheres to International labour standards and the legal instruments drawn up by the ILO's constituents (governments, employers and workers) and setting out basic principles and rights at work.
- Policy requiring business partners and suppliers to adhere to the Labour principles and sign a copy prior to starting to do any work with CADG.
- Specific goals are to investigate the laws into new markets/countries that we do not currently operate in, to ensure that we not only meet current legislation however ensure that we can continue to operate in our own high standards, and that not abuses occur.

Implementation

CADG adhere to labour policies and promote continuous professional development in order to reduce labour risks and respond to labour violations.

Examples

- HR department are competent and trained on how to deal with any labour grievance, they monitor their labour policies
- Awareness raising and training for operations and project managers employees on labour rights and policies

Measurement of outcomes

Description of how the company monitors and evaluates performance.



- HR are provided training to ensure they are up-to date on all ILO labor laws, so our policies ensure their requirements as adhered to.
- Personnel are required to complete an Equal Opportunity Form – this gives accurate data about the diversity of our personnel.
- These statistics are periodically reviewed by senior management.

Environmental Principles

Principle 7: Businesses should support a precautionary approach to environmental challenges;

Principle 8: undertake initiatives to promote greater environmental responsibility; and

Principle 9: encourage the development and diffusion of environmentally friendly technologies

Assessment, Policy and Goals

CADG have an integrated Quality and Environmental Management System is to ensure product and service quality continue to meet the highest standards demanded by the organization and expected by its customers; and to ensure CADG's products, process, and services are carried out in an environmentally responsible and protective manner.

- Please see enclosed our written Quality and Environmental Management System Manual as per Annex 4.
- The company policy outlines CADG's commitment on environmental issues, including prevention and management of environmental risks. This policy is disseminated to any of our business partners and suppliers, they sign a compliance for stating that they adhere to the environmental principles.
- Specific goals in the area of the environment are the reduction of paper in the head office by 15% by July 2014.

Implementation

CADG will provide:

- 10 minute reminder of awareness training of employees on environmental protection on the 10th of each of month.
- New recycling skips for the various materials on site.



- Suggestion box allowing employees to promote additional energy efficiency of products, services and processes.
- Raise awareness among suppliers by asking for the soft copies of brochures and quotes instead of hardcopies.
- Environmental management system to identify, monitor and control the company's environmental performance.

Measurement of outcomes

CADG monitors and evaluates environmental performance.

- Information about how your company deals with incidents.
- Investigations, legal cases, rulings, fines and other relevant events related to environmental principles.
- Specific progress made in the area of the environmental protection during the last reporting period.
- Periodic review of results by senior management.
- External audits of environmental performance.

Anti-Corruption Principles

Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

Assessment, Policy and Goals

- 1.8 CADG have a comprehensive written anti-bribery policy for the company please annex 5. The Company is fully committed to instilling a strong anti-corruption culture and is fully committed to compliance with all anti-bribery and anti-corruption legislation including, but not limited to, the Bribery Act 2010 ("the Act") and ensures that no bribes or other corrupt payments, inducements or similar are made, offered, sought or obtained by us or anyone working on our behalf.
- 1.9 This Policy applies to all employees, agents, contractors, subcontractors, consultants, business partners and any other parties (including individuals, partnerships and bodies corporate) associated with the Company or any of its subsidiaries.
- 1.10 It is the responsibility of all of the abovementioned parties to ensure that bribery is prevented, detected and reported and all such reports should be made in



accordance with the Company's Whistleblowing Policy or as otherwise stated in this Policy, as appropriate.

Implementation

CADG communicate and reiterate our stance on zero tolerance towards corruption. Our anti-corruption policies, reduce anti-corruption risks and respond to incidents.

CADG will provide:

- Awareness raising or training of employees about company's policies regarding anti-corruption and extortion (e.g. mailings, internet, internal communication, etc.)
- Allocation of responsibilities for anti-corruption are at all levels throughout the company.

Measurement of outcomes

The following 5 items underpin CADG priorities for ensuring an effective Corporate Compliance Programme:

1. Individualized Risk Assessment

CADG understand that the key element underlying an effective corporate compliance program is an individualized risk assessment that identifies and evaluates the key risks that the company faces with regard to bribery of foreign officials/ personnel working abroad. CADG recognize that there is no one-size-fits-all compliance program for all companies, because every company faces different bribery risks. An individualized risk assessment ensures that CADG corporate compliance program is tailored to the specific risks we face and will also help to identify changes needed in the compliance program as the company grows, expands operations, moves into different markets.

2. Commitment from Senior Leadership

A successful anti-corruption compliance program requires a strong tone from the top of the company regarding the importance of strict compliance procedures. CADG senior management will take appropriate measures to encourage and support the observance of ethics and compliance standards and procedures against foreign bribery by personnel at all levels of the company.



3. Explicit Written Policies and Procedures, Ethics Policy, and Internal Controls

CADG have policies to ensure that an effective compliance program is in place and that written policies and procedures against violations of anti-corruption laws. These policies and procedures, including internal controls and ethics policies, will be explicit as well as clearly articulated and visible within the company.

4. Effective Communication and Training

Effective communication of, and periodic training on, CADG's compliance policies and procedures to all directors, officers, employees, and, where necessary and appropriate any third parties is an essential component of the compliance program developed. Therefore, directly-hired employees as well as applicable third parties must not only know about the company's relevant anti-corruption policies and procedures, but understand them as well.

5. Monitoring and Auditing

An essential component of a compliance program is ongoing monitoring and auditing of the compliance policies and procedures to ensure that they are indeed effective at preventing and detecting foreign bribery. This monitoring and auditing will be directed toward the company's key risk areas, as identified by an ongoing, individualized risk analysis, and metrics should be developed, used, and revised as necessary to measure and ensure that the compliance program is effective. Finally, a company should regularly audit its own books and records, as well as the books and records of its covered third parties.



Annex 1 - Ethics Policy as per Annex 1

CADG & Associated Group of Companies
Ethical Policy
15th January 2013

1. Purpose

- 1.1 CADG & its associated group of companies (“the Company”) is committed to the practice of responsible corporate behaviour.
- 1.2 Through its business practices the Company seeks to protect and promote the human rights and basic freedoms of all its employees and agents.
- 1.3 Further the Company is committed to protecting the rights of all of those whose work contributes to the success of the Company, including those employees and agents of suppliers to the Company.
- 1.4 The Company is also committed to eliminating bribery and corruption. It is essential that all employees and persons associated with the Company adhere to this policy and abstain from giving or receiving bribes of any form.
- 1.5 This policy is non-exhaustive, and all aspects of the Company’s business should be considered in the spirit of this policy.

2. Human Rights

- 2.1 The Company is vehemently opposed to the use of slavery in all forms; cruel, inhuman or degrading punishments; and any attempt to control or reduce freedom of thought, conscience and religion.
- 2.2 The Company will ensure that all of its employees, agents and contractors are entitled to their human rights as set out in the Universal Declaration of Human Rights and the Human Rights Act 1998.
- 2.3 The Company will not enter into any business arrangement with any person, company or organisation which fails to uphold the human rights of its workers or who breach the human rights of those affected by the organisation’s activities.

3. Workers’ Rights

- 3.1 The Company is committed to complying with all relevant adheres to International labour standards and the legal instruments drawn up by the ILO’s constituents employment legislation and regulations. The Company regards such regulations and legislation as the minimum rather than the recommended standard.
- 3.2 The Company is committed to CADG uphold the freedom of association and collective bargaining and concur that the elimination of forced labour, child labour and employment discrimination is imperative.
- 3.3 No worker should be discriminated against on the basis of age, gender, race, sexual orientation, religion or beliefs, gender reassignment, marital status or pregnancy. All workers should be treated equally. Workers with the same experience and qualifications should receive equal pay for equal work.
- 3.4 No worker should be prevented from joining or forming a staff association or trade

union, nor should any worker suffer any detriment as a result of joining, or failing to join, any such organisation.

- 3.5 Workers should be aware of the terms and conditions of their employment or engagement from the outset. In particular workers must be made aware of the wage that they receive, when and how it is to be paid, the hours that they must work and any legal limit which exists for their protection and any overtime provisions. Workers should also be allowed such annual leave, sick leave, maternity / paternity leave and such other leave as is granted by legislation as a minimum.
- 3.6 The Company does not accept any corporal punishment, harassment in any form, or bullying in any form. The company does not accept any form of forced and compulsory labour or child labour.
- 3.7 All our business partners and suppliers adhere to the ILOs Labour principles.

4. Environmental Issues

- 4.1 The Company is committed to keeping the environmental impact of its activities to a minimum and has established an Environmental Policy in order help achieve this aim. Copies of the Environmental Policy are available from the Office Manager at HQ..
- 4.2 As an absolute minimum, the Company will ensure that it meets all applicable environmental laws in whichever jurisdiction it may be operating.

5. Conflicts of Interest

- 5.1 The Company holds as fundamental to its success the trust and confidence of those with whom it deals, including clients, suppliers and employees. Conflicts of interest potentially undermine the relationship of the Company with its partners.
- 5.2 In order to help preserve and strengthen these relationships the Company has developed a Corporate Hospitality and Gifts Policy, which provide rules and guidelines concerning the conduct of its officers and employees aimed at minimising the possibility of conflicts of interest and at avoiding risks associated with bribery and corruption. Copies of the Corporate Hospitality and Gifts Policy are available from the HR department.
- 5.3 All officers, employees and representatives of the Company are expected to act honestly and within the law.

6. Information and Confidentiality

- 6.1 Information received by employees, contractors or agents of the Company will not be used for any personal gain, nor will it be used for any purpose beyond that for which it was given.
- 6.2 The Company will at all times ensure that it complies with all applicable requirements of data protection legislation (including, but not limited to, the Data Protection Act 1998) in force from time to time.

7. [Shareholders and Investors

The Company, its officers, employees and representatives are committed to ensuring that no act or omission which is within their power and which would have the effect of deliberately, negligently or recklessly misleading the shareholders, creditors or other investors in the Company occurs.

8. Suppliers and Partners

- 8.1 The Company expects all suppliers and partners to work towards and uphold similar ethical and moral standards.
- 8.2 The Company will investigate the ethical record of potential new suppliers before entering into any agreement. Further, the Company reserves the right to request information from suppliers regarding the production and sources of goods supplied.
- 8.3 The Company reserves the right to withdraw from any agreement or other arrangement with any supplier or partner who is found to have acted in contravention of the spirit or principles of this Ethical Policy.

9. Bribery and Corruption

- 9.1 The Company is fundamentally opposed to any acts of bribery and to the making of facilitation payments as defined by the Bribery Act 2010.
- 9.2 Employees and any other persons associated with the Company such as agents, subsidiaries and business partners are not permitted to either offer or receive any type of bribe and/or facilitation payment.
- 9.3 All employees are encouraged to report any suspicion of corruption or bribery within the Company in accordance with the Whistleblowing Policy available from the HR department.
- 9.4 Should any employee or associated person be in doubt when receiving or issuing gifts and hospitality, he/she must refer to the Gift and Hospitality Policy available from the HR department.
- 9.5 The Company uses its reasonable endeavours to implement the guidance principles on bribery management that are published, from time to time, by Secretary of State in accordance with Section 9 of the Bribery Act 2010.
- 9.6 If an employee or associated person is found guilty of giving or receiving a bribe, he/she will be personally criminally liable and may be subject to disciplinary action.
- 9.7 Anyone found guilty of bribery, will be responsible for bearing any related remedial costs such as losses, court fees or expenses.

This policy has been approved & authorised by:

Name: Raju Shaulis

Position: CADG President

Date: 15th January 2013

Signature:





Annex 2 – Employee handbook



APPENDIX B

EMPLOYEE HANDBOOK



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Introductory Statement

This Employee Handbook is designed to acquaint you with CADG and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment.

You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by CADG to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No Employee Handbook can anticipate every circumstance or question about policy. As CADG continues to grow, the need may arise and CADG reserves the right to revise, supplement, or rescind any policies or portion of the Employee Handbook from time to time as it deems appropriate, in its sole and absolute discretion.

Employees will, of course, be notified of such changes to the handbook as they occur.



EMPLOYEE HANDBOOK

1. DUTIES

1.1. Scope Of Duties

As Employee of the Company, the Employee shall:

- undertake such duties that are in the nature of the job stated in the Letter of Employment (which may include assuming posts or positions in subsidiaries of the Company) and exercise such powers in relation to the Company and its business at such place whether inside or outside Singapore as the Company may from time to time assign to or vest in him/her;
- in the discharge of such duties and in the exercise of such powers observe and comply with all resolutions and all reasonable and lawful directions from time to time made or given by the Company ;
- devote substantially the whole of his/her time, attention and skill during business hours to the discharge of his/her duties hereunder;
- in pursuance of his/her duties hereunder perform such services for any existing or future subsidiary, associated and related companies of the Company and without further remuneration (unless otherwise agreed) accept such offices in any such companies as the Company may from time to time reasonably require; and
- use his/her best endeavours to promote the interests of the Company and the Group.
- be expected to check his/ her emails over the weekend.

1.2. Duty To Keep The Company Informed

The Employee shall at all times keep the Company promptly and fully informed (in writing if so requested) of his/her conduct of the business or affairs of the Company and provide such explanations as the Company may require.



1.3. Place Of Duties

The Employee shall perform his/her duties under this Agreement in such place or places as the Company from time to time reasonably directs. If the Employee is required to move his/her residence as a result of any such direction then the Company shall pay the Employee's reasonable removal expenses.

1.4. Travel

The Employee shall in the performance of his/her duties travel to such place or places in Singapore or abroad as the Company from time to time reasonably directs. Please refer to CADG Travel Policy for further details.

1.5. Meaning Of 'Group'

'**Group**' means the group of companies consisting of the Company and its subsidiaries, as defined in the Companies Act (Chapter 50), and includes any other subsidiaries of the Company.

2. SALARY & ALLOWANCES

2.1. Salary To Accrue Daily

The Employee's salary shall be deemed to accrue from day to day and accordingly, in respect of any part of an accounting reference period, he/she shall be entitled to any apportioned part of the salary which would have been payable to him/her if he/she had served the Company throughout the whole of such period.

2.2. Increments

The Employee may receive an increment as determined by the Company following an annual salary review. The award of the increment is at the discretion of the Management and is based on the performance of the Employee and Company/Industry, as well as influenced by other economic factors.

2.3. Annual Bonus

The Employee shall be entitled to an end of year bonus equivalent to one (1) month's basic salary. The bonus payable to him/her will be proportionate to the period of his/her employment hereunder in that financial year. If this Agreement is terminated before the end of the contract period or financial year (31 December),



pro-ration will not be payable. Employees who are serving notice or on probation at the point of bonus payment shall not be entitled. Employees who are not in active employment status for the whole or substantial part of the financial year will not be entitled. Performance bonus may be payable at the discretion of the Management.

2.4. Eligibility for Allowances & Benefits

If a full time employee becomes a part time employee or consultant, he/she will no longer be eligible for any employer-paid benefits, with the exception those stated in his/her contract and if eligible, under the Employment Act. Employees who are still on probation, serving notice or not in active employment status (e.g. on a period of no-pay leave of absence) will not be eligible for the following employer-paid benefits. Unused benefits cannot be encashed or carried forward.

3. LEAVE AND HOLIDAYS

There are 11 gazetted public holidays in Singapore per year. Employees are encouraged to use available paid leave time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees will forfeit the unused time. Employees should plan their absences as early as possible and inform his/her supervisor in advance.

3.1. Leave Records

Employees who are planning an absence of more than 5 days are requested to apply for leaves as early as 4 weeks in advance. Leaves of this length applied with less than 2 weeks in advance may not be approved.

Employees should submit an online leave application and obtain approval from their supervisors for all leaves of absence. Disciplinary action may be taken against those who consistently fail to track and submit their leave records properly.

3.2. Annual Leave

The amount of annual leave entitlement is as stated in your Letter of Employment and is calculated according to a full calendar year.

3.2.1. Carrying Forward Of Leave



The Employee shall not be entitled to carry forward the balance of his/her leave entitlement in one year to the following year without prior agreement of the Company.

3.2.2. Pro Rating Of Leave

If the Employee's employment starts or terminates during a calendar year, the Employee's entitlement to paid leave is the number of days paid leave to which he/she is otherwise entitled divided by twelve (12) and multiplied by the number of completed months of his employment in that year.

3.2.3. Unused Leave

The Employee may not set off any accrued annual leave against the period of notice unless the Company has given its consent to it. Where notice of termination is given by the Company or the Employee, the Company shall be entitled at its sole discretion to make payment in lieu thereof.

3.3. Sick Leave / Hospitalisation Leave

The Employee shall be entitled to no more than 14 days of medical leave (up to 60 days - inclusive of 14 days sick leave, if hospitalisation is required) in any calendar year provided that satisfactory evidence from a registered medical practitioner has been received by the Company. Please refer to the Ministry of Manpower website (www.mom.gov.sg) for pro-ration of sick leave / hospitalisation leave for employees with less than 6 months of service.

3.4. Maternity Leave

A female employee, regardless of her nationality, who has served her employer for at least 90 days before the birth of her child is entitled to 12 weeks of maternity leave if she is covered under the Employment Act. Please refer to the Ministry of Manpower website (www.mom.gov.sg) for the full eligibility criteria and with regards to payment of salary during maternity leave.

A female parent of Singapore citizen children, who meets the full eligibility criteria under the Child Development Co-Savings Act, is entitled to 16 weeks of paid maternity leave, as the Company can claim reimbursement from the government.

3.5. Child-Care Leave

Confirmed employees with children who are below 7 years of age are entitled to 3 days of child-care leave per year. Employees are required to furnish supporting



document (birth certificate of the child) to qualify for such leave. Child-care leave will be pro-rated if the employee has served the Company for less than a year.

Upon confirmation after 3 months of probation, an Employee whose child is a Singapore Citizen and below 7 years of age will be entitled to a further enhanced 3 days child-care leave per year if he/she meets the eligibility criteria for the Company to claim reimbursement under the Child Development Co-Savings Act.

3.6. Exam Leave

Upon confirmation, employees who wish to take time off due to his/her exams should notify his/her supervisor and the HR department as early as possible. Exam date must fall on a working day in order to qualify. One (1) day per paper is granted subject to approval of the Supervisor and HR Manager. Unpaid leaves will be considered by the management on a case by case basis.

Proper documentation (such as paper docket) will be requested by the HR department in order to qualify the absence as paid exam leaves.

3.7. Reservist Leave

Singapore Citizens male employees must inform their managers and HR and obtain approval to go on leave when he is called up for any activity under the Enlistment Act. A copy of the enlistment notice must be forwarded to HR at least a month in advance for the Company to submit make up pay claim from the relevant authorities. Employees who are still on probation and or those with work exigencies will be advised to apply for deferment of Reservist.

3.8. Marriage Leave

Upon confirmation, employees who wish to take time off due to his/her marriage should notify his/her supervisor and the HR department as early as possible. Up to 3 days of paid marriage leave will be provided to employees. Unpaid leave will be considered by the management on a case- by- case basis.

Proper documentation (such as certificate of marriage) will be requested by the HR department in order to qualify the absence as paid marriage leave.

3.9. Paternity Leave

Upon confirmation, male employees who wish to take time off due to the birth of son / daughter should notify their supervisor and the HR department immediately. Up to



3 days of paid paternity leave will be provided to employees. Unpaid leave will be considered by the management on a case-by-case basis. Proper documentation (such as certificate of birth) will be requested by the HR department in order to qualify the absence as paid paternity leave.

3.10. Compassionate Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor and the HR department immediately. Actual duration of compassionate leave is granted on a case by case basis. Up to 7 days of paid compassionate leave will be provided especially where the employee is the only child/main coordinator of the funeral and overseas travelling is required. Unpaid leave will be considered by the management on a case by case basis.

Proper documentation (such as certificate of death) will be requested by the HR department in order to qualify the absence as paid compassionate leave.

Compassionate leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

CADG defines "immediate family" as the employee's spouse, parents, child, sibling, grandparents or grandchildren; the employee's spouse's parents, child, or sibling; the employee's child's spouse. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

4. INSURANCE

4.1 Group Health Insurance

Employees whose employment with CADG has been confirmed are subsequently enrolled under the CADG Singapore Office Group Health Insurance Plan. This policy offers Hospitalisation & Surgical, Outpatient & Specialist treatment, Dental treatment, Personal Accident plus Group Term Life insurance coverage. Effective enrolment date and coverage is subject to review of the application form, as well as terms and conditions stipulated by the insurance underwriters.

4.2 Group Personal Accident Travel Medical Insurance

Employees who travel abroad on behalf of CADG are covered by International Group Personal Accident Travel Medical insurance during their travel period.



This insurance covers employees in the event of death, disability and/or medical expenses incurred due to work-related accident or illness sustained whilst travelling. It also provides for Medical Evacuation in the event of a medical emergency and/or Repatriation of Mortal Remains.

- Coverage does not extend to Personal Travel undertaken before/after travel on behalf of CADG.
- As this is not a *blanket* insurance policy, employees who travel infrequently on behalf of CADG are requested to notify the Business Support Team in advance of their travel, to ensure coverage is in effect on a trip-by-trip basis.

5. OVER-TIME

Employees who are required to work overtime past 8:00pm on certain days due to exigencies are entitled to the following:

- Reimbursement of taxi fare from office to his/her place or residence.
- Reimbursement of dinner expenses up to S\$10 per person.

Please note that such over-time must be prior approved by his/her supervisor, and the transport and meal reimbursements are only applicable to those who have worked the regular hours from 9.00 am to 6.00 pm.

6. TELECOMMUNICATIONS ALLOWANCE

Employees who, by nature of their roles, frequently check and/or respond to work-related emails and calls over the weekends are eligible for reimbursement of either the phone bill or the internet bill up to S\$40 per month. To assess eligibility, employees are required to obtain prior approval from their managers and HR before submitting any expense claims on telecommunications. This benefit does not apply to employees who have a company-registered Blackberry.

7. GOVERNMENT SCHEMES - CPF

The CPF scheme is a compulsory comprehensive social savings security plan for working Singaporeans and Singapore Permanent Residents (SPRs) administered by the Central Provident Fund Board. CPF contribution is based on the prevailing employer contribution rate per month and shall be revised accordingly, should there be any amendments in the employer contribution rate during the contract or employment period. For more information on CPF, please log on: www.cpf.org.sg and www.mom.org.sg and/or contact the Payroll Manager or HR Manager.



8. CONFIDENTIALITY

10.1. Obligation Of Confidentiality

The Employee shall not either during his/her appointment or at any time after his/her termination:

- 10.1.1. disclose or divulge to any person or persons (except to those authorised by the Company to know or as otherwise required by law);
- 10.1.2. through any failure to exercise all due care and diligence cause any unauthorised disclosure of;
- 10.1.3. use for his own purposes or for any purposes other than those of the Company; or
- 10.1.4. use in any manner which may cause loss or injury to the Company,

any confidential Information of the Group (including in particular lists or details of customers of the Group) relating to the working of any process, technology, invention or methods carried on or used by the Group or in respect of which the Group is bound by an obligation of confidence to a third party or any financial or trading Information or trade secrets relating to the Group.

9. CESSATION OF OBLIGATION OF CONFIDENTIALITY

9.1 These restrictions shall cease to apply to Information or knowledge:

- (a) which may (otherwise than through the fault of the Employee) become available to the public generally;
- (b) which is required to be disclosed or divulged pursuant to an order of a court of competent jurisdiction; or
- (c) the disclosure thereof has been consented to by the Company in writing.

9.2 Property In And Return Of Information and Assets

Whenever requested by CADG or upon termination of this Agreement, regardless of how the termination is effected, the Employee shall immediately return to CADG all of CADG's property, including, without limitation, laptops, IT equipment, software and all papers and records of every kind, and any and all copies thereof, used by the



Employee in rendering services hereunder or otherwise. The Employee's work product, in the performance of this Agreement, shall be deemed the property of CADG.

All books, papers, drawings, notes, memoranda, records and writing made by the Employee relating to the business of the Group and all copies and extracts of them shall be and remain the property of the Group to whose business they relate and shall be delivered by him/her to the company to which they belong forthwith upon request at any time.

9.3 Meaning Of 'Information'

For the purpose of Clauses 10 and 11, 'Information' shall include all communications and information, whether written, visual or oral and all other material supplied to or obtained by the Employee in the course of his/her employment and duties hereunder.

10. INTELLECTUAL PROPERTY

10.1 Intellectual Property To Belong To The Company

All intellectual property rights throughout the world in the Information and the Inventions shall vest and be the absolute property of the Company. Upon the request of the Company, the Employee shall, at the expense of the Company execute all documents and do all such acts and things required to vest or perfect the vesting of such intellectual property rights legally and exclusively in the Company or any nominee or assignee of the Company.

10.2 Acquisition Of Intellectual Property Rights By The Company

In cases in which the Invention belongs to the Employee, the Company shall be entitled to negotiate with the Employee with a view to acquiring all or any rights, title and benefit in the Invention. The Employee shall not, without the prior consent in writing of the Company, disclose the same to any third party except to a chartered patent agent for the purpose of seeking protection for the Invention nor use the same for his/her own personal benefit or otherwise until the Company has in writing declined to negotiate or acquire the Invention or upon the expiry of six (6) months from the date of disclosure to the Company whichever is the sooner, except that if negotiations are entered into, no disclosure of the Invention to any third party shall be made until the conclusion of such negotiations except to the extent that such disclosure is authorised in writing by the Company.



10.3 Acquisition Of Copyright By The Company

The copyright in any computer programs, drawings, diagrams or other works made or originated by the Employee at any time during the continuance of the Agreement (whether during normal working hours or not) relating to or capable of being used in the business of any company in the Group shall vest in the Company (whether or not the work was made by the direction of the Company or was intended to benefit the Company) and the Employee shall, if called upon so to do by the Company, at any time hereafter execute such documents and do all acts and things at the Company's costs as the Company may require to establish to confirm the ownership of such copyright in the Company.

11. NON-SOLICITATION AND RESTRICTIVE COVENANTS

11.1 Covenant Not To Compete During Employment

The Employee shall not during the continuance of his/her employment hereunder (except as a representative of the Group or with the consent in writing of the Company) be directly or indirectly engaged or concerned or interested whether as shareholder, director, employee, partner, agent or otherwise in any other business competing with or in opposition to the business for the time being of the Group or as regards any goods or services is a supplier or customer of the Group provided always that this shall not prohibit his/her holding or him/her being interested in shares or debentures of not more than 5% of the total issued share capital of any company listed on any recognised stock exchange.

11.2 Covenants After Employment

The Employee undertakes with the Company that he/she will not, within the Territory and for the period of twelve (12) months after the cessation of his/her employment with the Company, except with the prior consent in writing of the Company:

- (a) either on his/her own account or in conjunction with or on behalf of any person, firm or company carry on or be engaged, concerned or interested, directly or indirectly, in any business carried on by the Group prior to the date of termination of his/her employment (other than as a holder of not more than 5% of the issued shares or debentures of any company listed on any recognised stock exchange);
- (b) either on his/her own account or in conjunction with or on behalf of any other person, firm, or company solicit or entice away, or attempt to solicit or entice away, from the Group the customer of any person, firm, company or organisation who or which to his/her knowledge shall at any time during the



period of six (6) months prior to the termination (for whatever reason) of his/her employment have:-

- (i) been a customer, client, agent or correspondent of the Group or in the habit of dealing with the Group;
- (ii) been in commercial negotiations with the Company or any Group company with a view to placing business with the Company or such company; or
- (iii) been visited by the Employee on behalf of the Company or any Group company for the purpose of ascertaining the possibility of such person, firm or company doing business with the Company or such Group company; or
- (iv) either on his/her own account or in conjunction with or on behalf of any other person, firm, or company solicit or entice away, or attempt to solicit or entice away, from the Group any person who was employed in an executive, technical or managerial capacity in the Group at the date of termination of his/her employment whether or not such person would commit a breach of his contract of employment by reason of leaving such employment.

11.3 Covenants On Use Of Name

The Employee will not at any time hereafter in relation to any trade, business or company use a name in such a way as to be capable of being or likely to be confused with the name of the Company and shall use all reasonable endeavour to procure that no such name shall be used by any person, firm or company with which he/she is connected.

11.4 Covenants On Receipt Of Commissions Or Inducements

Subject to any regulations from time to time issued by the Company which may apply to him/her, the Employee shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by him) by or on behalf of the Group and if he/she (or any firm or company in which he/she is directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement he/she shall immediately account to the Company for the amount received by him/her or the amount received by such firm or company.



11.5 Variation Of Covenants

The Company may by notice to the Employee in writing at any time (either before or within twelve (12) months after the cessation of his/her employment with the Company) reduce in whole or in part the restrictions contained in Clause 13.1 in such manner and to such extent as the Company shall in its absolute discretion determine and thereupon such modified restriction shall apply in the form as modified by such notice and shall be deemed to be contained herein.

12. TERMINATION

12.1 Events Of Default

The employment of the Employee hereunder may be terminated forthwith by the Company without any prior notice (but without prejudice to any other rights of the Company) if the Employee shall at any time:-

- (a) commit any act of gross default or misconduct in connection with or affecting the business of CADG, or is negligent in the performance of his/her duties, said gross default or negligence to be solely determined by the management of CADG; or
- (b) fail to perform a material part of his/her duties to the reasonable satisfaction of the Company, or fail to observe the due deliverance of his/her duties and responsibilities towards CADG; or
- (c) commit any serious and persistent breach of the provisions of this Agreement; or
- (d) have an interim receiving order made against him/her, becomes bankrupt or makes any arrangement or composition; or
- (e) commit or is convicted of (i) any criminal offence not limited to any fraudulent or dishonest acts or (ii) any criminal offence for which he/she is sentenced to any term of imprisonment; or be disqualified from holding office pursuant to any statutory provision or court order; or
- (f) become incapacitated by injury, ill-health or other cause from performing your duties under this Agreement for a period totalling in aggregate three (3) months in any period of 12 consecutive calendar months and for the purpose of this sub-paragraph (f) a certificate from a registered medical practitioner that you will be unable to perform your duties for such period will be deemed to be incapacitated; or



- (g) become of unsound mind; or
- (h) be guilty of conduct tending to bring himself/herself or CADG into disrepute.

12.2 Resignation By Employee

If the Employee having been appointed shall subsequently resign from the Company or of any other company in the Group of which he/she is an employee without the consent of the Company, such resignation may at the discretion of the Company be deemed a breach of this Agreement entitling the Company to terminate the same without prior notice.

12.3 Termination By Notice

This Agreement may be terminated by either party upon giving to the other party notice in writing or by the Company giving the Employee an amount equal to salary in lieu of notice. (Please refer to the notice period stated in your Letter of Employment.)

Obligations Upon Termination

Upon termination of this Agreement for whatever reason

- (a) the Employee shall immediately and without claim for compensation resign from all positions and offices held in the Group;
- (b) the Employee shall deliver to the Company in proper order and condition all books, documents, papers, materials and any other property or assets relating to the business or affairs of the Group which may then be in the Employee's possession or under his/her control; and
- (c) the Employee shall not at any time thereafter represent himself/herself as being in any way connected with the business of the Group.

12.4 No Obligation To Provide Work

The Company shall be under no obligation to provide any work for the Employee during any period of notice given by the Company to terminate the Employee's employment under this Agreement but the Company may at its discretion provide suitable work for the Employee to be undertaken at the Employee's home. The Company may at any time during the said period suspend the Employee from his/her employment or exclude him/her from any premises of the Group.



12.5 Effect Of Termination On Undertakings

The expiration or determination of this Agreement howsoever arising shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Agreement by the other party.

12.6 Grievances

If the Employee has any grievance relating to his/her employment he/she should raise it orally or in writing his/her direct supervisor or the HR Manager who, at his/her discretion after consultation with the Employee and the Senior HR Manager of the Company, may take steps as he/she thinks fit with a view to settling the grievance.

12.7 Reconstruction

If the Employee's employment shall be determined by reason of the liquidation of the Company for the purposes of amalgamation or reconstruction and the Employee shall be offered employment with any concern or undertaking resulting from such amalgamation or reconstruction on terms not less favourable than the terms of this Agreement, the Employee shall have no claim against the Company in respect of the determination of his/her employment by the Company hereunder.

13. ENTIRE AGREEMENT

This Agreement and the terms herein embody all the terms and conditions agreed upon between the parties hereto relating to the appointment of the Employee and supersedes and cancels all previous agreements and undertakings between the parties with respect to the appointment of the Employee whether such be written or oral.

14. SEPARABILITY OF OBLIGATIONS

Each and every obligation shall be treated as a separate obligation and shall be severally enforceable as such, and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, such part or parts as are unenforceable shall be deleted from this Agreement and any such deletion shall not affect the enforceability of all such parts of the clause as remain not so deleted.

15. REASONABLENESS OF RESTRICTIONS

While the restrictions contained in this Agreement are considered by the parties hereto to be reasonable in all the circumstances, it is recognised that restrictions of the nature in question may fail for reasons unforeseen and accordingly, it is hereby agreed and



declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Group but would be valid if part of the wording thereof were deleted, or the periods thereof reduced, or the range of activities or areas dealt with thereby reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

16. ENFORCEABILITY

In the event that any term, condition or provision of this Agreement is held to be in violation of any applicable law, statute or regulation, the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement.

A. WAIVER

The waiver by the Company of any breach of any term of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

B. VARIATION

No variation or amendment of this Agreement or oral promise or commitment related to it shall be valid unless made in writing and signed by or on behalf of both parties.

C. NOTICES

Any notice under this Agreement shall be in writing by letter sent by an authorised personnel or by registered post or by cable or by telegram or by email message. Any notice to the Company shall be sufficiently served if left addressed to the Company at its registered office for the time being and any notice to the Employee shall be sufficiently served if left at his/her last known address or as notified in writing to the other party at his/her address for the service of notice, and in the case of either party, any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of registered post (notwithstanding the fact that the notice may be returned through the post undelivered).

17. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and be construed in accordance with the laws of Singapore and the parties hereto submit to the non-exclusive jurisdiction of the Courts in Singapore.



Annex 3 - Whistle Blowing Policy

CADG & Associated Group of Companies
Anti-Bribery Policy
28th January 2013

1. Purpose

- 1.1 CADG & its associated group of companies (“the Company”) is committed to the practice of responsible corporate behaviour and to complying with all laws, regulations and other requirements which govern the conduct of our operations.
- 1.2 The Company is fully committed to instilling a strong anti-corruption culture and is fully committed to compliance with all anti-bribery and anti-corruption legislation including, but not limited to, UN Convention Against Corruption and the the Bribery Act 2010 (“the Act”) and ensures that no bribes or other corrupt payments, inducements or similar are made, offered, sought or obtained by us or anyone working on our behalf.

2. Bribery

- 2.1 Bribery is defined as the giving or promising of a financial or other advantage to another party where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage is in itself improper conduct.
- 2.2 Bribery is also deemed to take place if any party requests or agrees to receive a financial or other advantage from another party where that advantage is intended to induce that party to perform a particular function improperly, where the acceptance of that advantage is in itself improper conduct, or where that party acts improperly in anticipation of such advantage.
- 2.3 Bribery of a foreign official is defined as the giving or promising of a financial or other advantage which is intended to influence the official in order to obtain business or an advantage in the conduct of business unless the foreign official is required or permitted by law to be influenced by such advantage.

3. Consequences of Bribery

- 3.1 Anyone or any organisation found guilty of bribery under the Act may face fines and/or prison terms. In addition, high legal costs and adverse publicity are likely to result from any breach of the Act.
- 3.2 For employees of the Company, failure to comply with this Policy and/or with the Act may result in:
 - 3.2.1 disciplinary action which may include dismissal; and
 - 3.2.2 criminal penalties under the Act which may result in a fine and/or imprisonment for up to 10 years.
- 3.3 For the Company, any breach of this Policy by any employee or business associate may result in:
 - 3.3.1 the Company being deemed to be in breach of the Act;
 - 3.3.2 the Company being subject to fines; and
 - 3.3.3 the Company suffering negative publicity and further associated damage as a result of such breach.

4. Responsibility for Compliance and Scope of Policy

- 4.1 This Policy applies to all employees, agents, contractors, subcontractors, consultants, business partners and any other parties (including individuals, partnerships and bodies corporate) associated with the Company or any of its subsidiaries.
- 4.2 It is the responsibility of all of the abovementioned parties to ensure that bribery is prevented, detected and reported and all such reports should be made in accordance with the Company's Whistleblowing Policy or as otherwise stated in this Policy, as appropriate.
- 4.3 No party described in section 4.1 may:
 - 4.3.1 give or promise any financial or other advantage to another party (or use a third party to do the same) on the Company's behalf where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage will in itself constitute improper conduct;
 - 4.3.2 request or agree to receive any financial or other advantage from another party where that advantage is intended to induce the improper performance of a particular function, where the acceptance of that advantage will in itself constitute improper conduct, or where the recipient intends to act improperly in anticipation of such an advantage.
- 4.4 Parties described in section 4.1 must:
 - 4.4.1 be aware and alert at all times of all bribery risks as described in this Policy and in particular as set out in section 9 below;
 - 4.4.2 exercise due diligence at all times when dealing with third parties on behalf of the Company; and
 - 4.4.3 report any and all concerns relating to bribery to the HR Manager, or, in the case of non-employees, their normal point of contact within the Company, or otherwise in accordance with the Company's Whistleblowing Policy.

5. Facilitation Payments

- 5.1 A facilitation payment is defined as a small payment made to officials in order to ensure or speed up the performance of routine or necessary functions.
- 5.2 Facilitation payments constitute bribes and, subject to section 5.3, may not be made at any time irrespective of prevailing business customs in certain territories.
- 5.3 Facilitation or similar payments may be made in limited circumstances where your life is in danger but under no other circumstances. Any payment so made must be reported to your Direct Manager as soon as is reasonably possible and practicable.

6. Gifts and Hospitality

- 6.1 Gifts and hospitality remain a legitimate part of conducting business and should be provided only in compliance with the Company's Gifts and Hospitality Policy.
- 6.2 Gifts and hospitality can, when excessive, constitute a bribe and/or a conflict of interest. Care and due diligence should be exercised at all times when giving or receiving any form of gift or hospitality on behalf of the Company.

- 6.3 The following general principles apply:
- 6.3.1 Gifts and hospitality may neither be given nor received as rewards, inducements or encouragement for preferential treatment or inappropriate or dishonest conduct.
 - 6.3.2 Neither gifts nor hospitality should be actively sought or encouraged from any party, nor should the impression be given that the award of any business, custom, contract or similar will be in any way conditional on gifts or hospitality.
 - 6.3.3 Cash should be neither given nor received as a gift under any circumstances.
 - 6.3.4 Gifts and hospitality to or from relevant parties should be generally avoided at the time of contracts being tendered or awarded.
 - 6.3.5 The value of all gifts and hospitality, whether given or received, should be proportionate to the matter to which they relate and should not be unusually high or generous when compared to prevailing practices in our industry or sector.
 - 6.3.6 Certain gifts which would otherwise be in breach of this Policy and/or the Hospitality and Gifts Policy may be accepted if refusal would cause significant and/or cultural offence, however the Company will donate any gifts accepted for such reasons to a charity of Raju Shaulis's as the Companies President choosing.
 - 6.3.7 All gifts and hospitality, whether given or received, must be recorded in the Hospitality & Gifts Register.

7. Charitable Donations

- 7.1 Charitable donations are permitted only to registered (non-profit) charities. No charitable donations may be given to any organisation which is not a registered charity.
- 7.2 All charitable donations must be fully recorded with the finance department.
- 7.3 Proof of receipt of all charitable donations must be obtained from the recipient organisation.
- 7.4 Under no circumstances may charitable donations be made in cash.
- 7.5 No charitable donation may be made at the request of any party where that donation may result in improper conduct.

8. Political Donations

- 8.1 The Company does not make political donations and the Company is not affiliated with any political party, independent candidate, or with any other organisation whose activities are primarily political.
- 8.2 Employees and other associated parties are free to make personal donations provided such payments are not purported to be made on behalf of the Company and are not made to obtain any form of advantage in any business transaction.

9. Due Diligence and Risks

The following issues should be considered with care in any and all transactions, dealings with officials, and other business matters concerning third parties:

- 9.1 Territorial risks, particularly the prevalence of bribery and corruption in a particular country;
- 9.2 Cross-border payments, particularly those involving territories falling under section 9.1;
- 9.3 Requests for cash payment, payment through intermediaries or other unusual methods of payment;
- 9.4 Activities requiring the Company and / or any associated party to obtain permits or other forms of official authorisation;
- 9.5 Transactions involving the import or export of goods;

This policy has been approved & authorised by:

Name: Raju Shaulis

Position: CADG President

Date: 28th January 2013

Signature:





Annex 4 - Quality and Environmental Management System Manual



**CADG
ENGINEERING PTE LTD**

CADG

Integrated

Quality &

Environmental 2011

Systems

Manual

Rev 1

Created by: D Gray

Date Created: 6th June

2011

Reviewed By P Neugebauer

Date: 19th June 2011

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1.0 Purpose & Scope

1.1 Integrated Systems Manual

This integrated Quality and Environmental Manual provides specifics on the policies and procedures used by CADG Engineering Pte. Ltd. (CADG) to meet internationally recognized Quality and Environmental Management System requirements.

1.2 Purpose

The purpose of CADG's integrated Quality and Environmental Management System is to ensure product and service quality continue to meet the highest standards demanded by the organization and expected by its customers; and to ensure CADG's products, process, and services are carried out in an environmentally responsible and protective manner.

1.3 Scope

The scope of this document includes all operations.

2.0 Responsibility

2.1 Organizational Responsibility

Functional responsibilities and interrelationships are defined through organizational charts, job descriptions, corporate policies, and key systems procedures. Functional managers are responsible for ensuring all members of their team understand corporate goals and objectives, the scope of the quality system and the role of their team within that system.

2.2 Quality Systems

The Quality Systems Team is responsible for ensuring the Quality System is established, implemented, and maintained per the goals and objectives set by the Executive Team and international standards. The Quality Systems Manager coordinates the performance of the integrated management system. The Quality Systems Manager and Operations Manager jointly coordinate the performance of the environmental elements of the management system.

3.0 Terms and Definitions

Organization used in this quality manual refers to CADG.

Supplier and **Vendor** are synonyms and refer to the external source used to acquire purchased products and/or services by the organization.

Product throughout the text of this integrated manual can also mean **service**.

Environmental Aspects are elements of CADG activities that may interact with the environment.

Environmental Impacts are the changes (positive or negative) to the environment that result from the **aspects**.

4.0 Integrated Quality and Environmental Management System

4.1 General Requirements

The organization documents, implements, and maintains a quality management system and continually improves its effectiveness in accordance with the requirements of International Standards.

The organization:

- a) identifies the processes needed for the quality management system and their application throughout the organization
- b) determines the sequence and interaction of these processes
- c) determines criteria and methods needed to ensure that both the operation and control of these processes are effective
- d) ensures the availability of resources and information necessary to support the operation and monitoring of these processes
- e) monitors, measures, and analyzes these processes
- f) implements actions necessary to achieve planned results and continual improvement of these processes

These processes are managed by the organization in accordance with the International Standards. Where the organization chooses to outsource any process that affects product conformity with requirements, the organization ensures control over such processes. Control of such outsourced processes are identified within the quality management system.

NOTE: Processes needed for the quality management system referred to above include processes for management activities, provision of resources, product realization and measurement.

4.2 Documentation Requirements

Quality management system documentation includes:

- a) documented statements of a quality policy and quality objectives
- b) a quality manual
- c) documented procedures
- d) documents needed by the organization to ensure the effective planning, operation and control of its processes
- e) comprehensive and transparent reporting

4.3 Key Elements

4.4 Communication

Corporate goals and performance targets relating to the environmental elements of the quality system are communicated through various company and functional team meetings. External requests for information regarding the environmental management system are managed by the quality system team with review and input from the executive staff as required.

4.5 Compliance with Legal and Other Requirements

As part of the permit renewal process, CADG reviews its compliance with relevant client, aerodrome, district, provincial, and national environmental legislation, regulations, and program requirements, at least once per calendar year. Additionally, the Safety Officer conducts regular facility audits to ensure operational compliance with all applicable statutes, regulations, permits, and stated emergency management system guidelines.

4.6 Operational Control

As appropriate, for each activity associated with the significant environmental aspects, control procedures and/or work instructions are established to ensure work is performed per the environmental policy, as well as established environmental objectives and programs.

4.7 Emergency Preparedness and Response

The Safety Officer implements, practices, and evaluates the emergency response procedures including employee safety, coordinating response activities with the applicable agencies and addressing any environmental impacts resulting from an emergency situation.

4.8 Documentation Requirements

Best practice is the foundation for the environmental management elements of the Integrated Management System. We have a framework for conducting business in an environmentally responsible manner. The environmental management system documentation includes:

- a) Operational control
- b) Aspects and impacts
- c) Emergency preparedness and response
- d) Compliance with legal and other requirements

4.9 Integrated Quality and Environmental Manual

The organization establishes and maintains an integrated quality and environmental manual that includes:

- a) the scope of the integrated quality and environmental management system, including details of and justification for any exclusions
- b) the documented procedures established for the integrated quality and environmental management system, or reference to them
- c) a description of the interaction between the processes of the integrated quality and environmental management system

Supporting Documentation

Quality and Environmental System Overview Map

4.10 Control of Documents

Documents required by the integrated quality and environmental management system are controlled. Records required by this system are controlled according to the requirements given in 5.7. A documented procedure is established to define the controls needed:

- a) to approve documents for adequacy prior to issue
- b) to review and update as necessary and re-approve documents
- c) to ensure that changes and the current revision status of documents are identified
- d) to ensure that relevant versions of applicable documents are available at points of use
- e) to ensure that documents remain legible and readily identifiable
- f) to ensure that documents of external origin are identified and their distribution controlled
- g) to prevent the unintended use of obsolete documents, and to apply suitable identification to them if they are retained for any purpose

Supporting Documentation

Document Control Map

Controlled Documents of External Origin Map

4.11 Control of Records

Records are established and maintained to provide evidence of conformity to requirements and or the effective operation of the quality and environmental management system. Records remain legible, readily identifiable and retrievable. A documented procedure is established to define the controls needed for the identification, storage, protection, retrieval, retention time and disposition of records.

Supporting Documentation

Quality Records Map

5.0 Management Responsibility

5.1 Management Commitment

Senior management is committed to the development and implementation of the integrated quality and environmental management system and continually improves its effectiveness by:

- a) communicating to the organization the importance of meeting customer as well as statutory and regulatory requirements
- b) establishing a quality policy
- c) establishing an environmental policy
- d) establishing quality objectives
- e) conducting management reviews
- f) ensuring the availability of resources

5.2 Quality and Environmental Policy Statements

5.3 Statement of Quality Policy

“CADG are committed to meeting and exceeding our clients’ needs and leaving a lasting legacy in the regions/countries. We accomplish this by means of the following:

- *attention to detail in all we do*
- *constant quality improvement through inspection and review of work practices and of the quality management system itself*
- *innovation in project management and capacity building*
- *effective communication of quality issues throughout the company*
- *adherence to International Standards*

Top management ensures that the quality policy:

- a) is appropriate to the purpose of the quality policy
- b) includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system
- c) provides a framework for establishing and reviewing quality objectives
- d) is communicated and understood throughout the organization
- e) is reviewed for continuing suitability

5.4 Statement of Environmental Policy

"CADG is committed to sustainable, environmentally friendly technologies and work practices. We will strive to minimize our environmental footprint in all we do, and to adhere to international standards.

Top management ensures that the environmental policy:

- a) is appropriate to the purpose of the environmental policy
- b) includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system
- c) is communicated and understood throughout the organization
- d) is reviewed for continuing suitability

5.5 Planning

5.6 Quality Objectives

Top management ensures that quality objectives, including those needed to meet requirements for product (see 8.1 a), are established at relevant functions and levels within the organization. The quality objectives are measurable and consistent with the quality policy.

- a) Meet or exceed customer expectations by effective communication and review of customer requirements.
- b) Provide our customers high quality services, on time delivery, and at a reasonable cost.
- c) Effectively manage our products, processes, and services to provide superior customer satisfaction.
- d) Promote the safety, awareness, and well being of employees through training and education.

5.7 Quality Management System Planning

Top management ensures that:

- a) the planning of the quality management system is carried out in order to meet the requirements given in 5.1, as well as the quality objectives
- b) the integrity of the quality management system is maintained when changes to the quality management system are planned and implemented

5.8 Environmental Management Program

Environmental objectives are established based on the Aspects and Impacts report. Objectives are translated into specific organizational targets. Responsibility for achieving these targets is given to the appropriate departments or cross-functional teams.

5.9 Environmental Aspects

CADG conducts regular reviews of its business to identify and prioritize the significant environmental aspects associated with its operations. This assessment is reviewed at least once per year as part of the annual goal-setting activities. Additional reviews may be initiated as a result of a significant change to the corporate structure, facility location or business plan.

5.10 Legal and Other Requirements

As part of its responsibilities, CADG maintains a liaison with all applicable outside agencies and governments regarding environmental, regulatory, or legal requirements. These requirements are communicated as part of the corporate objectives and performance targets.

5.11 Objectives and Targets

Corporate environmental objectives are defined and documented within the business planning process. Project-specific environmental objectives are documented as part of the project definition, incorporating input from customers and suppliers.

Responsibility, Authority and Communication

5.12 Responsibility and Authority

Top management ensures that responsibilities and authorities are defined and communicated within the organization to promote effective management of the quality system. A management Hierarchy Map illustrates the responsibility and relative authority of the personnel who manage, perform, and verify the activities affecting the QMS. A Steering Committee has been appointed to evaluate and implement requirements of, as well as improvements to our Management Systems. The Steering Committee is made up of representing members from departments within the organization.

Supporting Documentation

Management Hierarchy Map

5.13 Management Representative

Top management has appointed a management representative who, irrespective of other responsibilities, has the responsibilities and authority that includes:

- a) ensuring that processes needed for the integrated quality and environmental management system are established, implemented and maintained
- b) reporting to top management on the performance of the quality and environmental management system and any need for improvement
- c) ensuring the promotion of awareness of customer requirements throughout the organization

NOTE: The responsibility of a management representative can include liaison with external parties on matters relating to the integrated quality and environmental system.

5.14 Internal Communication

Top management ensures that appropriate communication processes are established within the organization and that communication takes place regarding the effectiveness of the quality management system.

5.15 Management Review

5.16 General

Top management reviews the organization's quality management system, at planned intervals, to ensure its continuing suitability, adequacy and effectiveness. The review includes assessing opportunities for improvement and the need for changes to the quality and environmental management system, including the quality and environmental policies and quality objectives. Records from management reviews are maintained (see 5.7).

Supporting Documentation

Management Review Map

5.17 Review Input

The input to management review includes information on:

- a) results of audits
- b) customer feedback
- c) process performance and product conformity
- d) status of preventive and corrective actions
- e) follow-up actions from previous management reviews
- f) changes that could affect the quality management system
- g) recommendations for improvement

5.18 Review Output

The output from the management review includes any decisions and actions related to:

- a) improvement of the effectiveness of the integrated quality and environmental management system and its processes
- b) improvement of product related to customer requirements
- c) reduction in environmental footprint
- d) resource needs

6.0 Resource Management

6.1 Provision of Resources

The organization determines and supplies the resources needed:

- a) to implement and maintain the quality and environmental management system and continually improve its effectiveness
- b) to reduce environmental impact
- c) to enhance customer satisfaction by meeting customer requirements

6.2 Human Resources

General

Personnel performing work affecting product quality or environmental impact are competent on the basis of appropriate education, training, talent, skills and experience.

6.3 Structure

The organization:

- a) determines the necessary competence for personnel performing work affecting product quality or environmental impact
- b) provides training or takes other actions to satisfy these needs
- c) evaluates the effectiveness of the actions taken
- d) ensures that its personnel are aware of the relevance and importance of their activities and how they contribute to the achievement of the quality objectives
- e) maintains appropriate records of education, training, skills and experience (see 5.7).

Supporting Documentation

Training Map

6.4 Infrastructure

The organization determines, provides for, and maintains the infrastructure needed to achieve conformity to product requirements. Infrastructure includes, as applicable:

- a) buildings, workspace and associated utilities
- b) process equipment (both hardware and software)
- c) supporting services (such as transport or communication)

6.5 Work Environment

The organization determines and manages the work environment needed to achieve conformity to product requirements.

7.0 Product Realization

7.1 Planning of Product Realization

The organization plans and develops the processes needed for product realization. Planning of product realization is consistent with the requirements of the other processes of the quality management system (see 5.1). In planning product realization, the organization determines the following, as appropriate:

- a) quality objectives and requirements for the project

- b) anticipated environmental aspects and impacts of the project
- c) the need to establish processes, documents, and provide resources specific to the product
- d) required verification, validation, monitoring, inspection and test activities specific to the product and the criteria for product acceptance
- e) records needed to provide evidence that the realization processes and resulting product meet requirements (see 5.7).

The output of the planning is in a form suitable for the organization's method of operations.

NOTE 1: A document specifying the processes of the quality management system (including the product realization processes) and the resources to be applied to a specific product, project or contract, is referred to as the quality plan.

NOTE 2: A document specifying the anticipated environmental aspects and impacts of a specific project is referred to as an environmental assessment (EA).

NOTE 3: The organization also applies the requirements given in 8.3 to the development of product realization processes.

Supporting Documentation

Production Development Map

7.2 Customer-Related Processes

7.3 Determination of Requirements Related to the Product

The organization determines:

- a) requirements specified by the customer, including the requirements for delivery and post-delivery activities
- b) requirements not stated by the customer but necessary for specified or intended use, where known
- c) any additional requirements determined by the organization

Supporting Documentation

Sales Quote Map

Order Entry Map

Order Change Map

Technical Service Map

7.4 Review of Requirements Related to the Product

The organization reviews the requirements related to the product. This review is considered prior to the organizations commitment to supply a product to the customer (e.g. submission of tenders, acceptance of contracts or orders, acceptance of changes to contracts or orders) and ensures that:

- a) product requirements are defined
- b) contract or order requirements differing from those previously expressed are resolved
- c) the organization has the ability to meet the defined requirements

Records of the results of the review and actions arising from the review are maintained (see 5.7). Where the customer provides no documented statement of requirement, the customer requirements are confirmed by the organization before acceptance. Where product requirements are changed, the organization ensures that relevant documents are amended and that relevant personnel are made aware of the changed requirements.

NOTE: In some situations, a formal review is impractical for each order. Instead the review can cover related product information such as catalogues or advertising material.

Supporting Documentation

Special Order Traveler Map

Sales Quote Map

Order Entry Map

Order Change Map

7.5 Customer Communication

The organization determines and implements effective arrangements for communicating with customers in relation to:

- a) product information
- b) enquiries, contracts or order handling, including amendments
- c) customer feedback, including customer complaints

Supporting Documentation

Customer Complaints Map

Sales Quote Map

Order Entry Map

Order Change Map

7.6 Design and Development

Design and Development Planning

The organization plans and controls the design and development of the product. During design and development planning, the organization determines:

- a) the design and development stages
- b) the review, verification and validation that are appropriate to each design and development stage
- c) the responsibilities and authorities for design and development

The organization manages the interfaces between different groups involved in design and development to ensure effective communication and clear assignment of responsibility. Planning output is updated, as appropriate, as the design and development progresses.

Supporting Documentation

Design Control Map

7.7 Design and Development Inputs

Inputs relating to product requirements are determined and records maintained (see 5.7).

These inputs include:

- a) functional and performance requirements
- b) applicable statutory and regulatory requirements
- c) where applicable, information derived from previous similar designs
- d) other requirements essential for design and development

These inputs are reviewed for adequacy. Requirements are complete, unambiguous, and do not conflict with each other.

Supporting Documentation

Design Control Map

Special Order Traveler Map

7.8 Design and Development Outputs

The outputs of design and development are provided in a form that enables verification against the design and development input and are approved prior to release. Design and development outputs:

- a) meet the input requirements for design and development
- b) provide appropriate information for purchasing, production and for service provision
- c) contain or reference product acceptance criteria
- d) specify the characteristics of the product that are essential for its safe and proper use

Supporting Documentation

Design Control Map

Part Number Request Map

Special Order Traveler Map

Product Manual Request Map

Software Control Map

7.9 Design and Development Review

At suitable stages, systematic reviews of design and development are performed in accordance with planned arrangements (see 8.3.1):

- a) to evaluate the ability of the results of design and development to meet requirements
- b) to identify any problems and propose necessary actions

Participants in such reviews include representatives of functions concerned with the design and development stage(s) being reviewed. Records of the results of the reviews and any necessary actions are maintained (5.7).

Supporting Documentation

Design Control Map

7.10 Design and Development Verification

Verification is performed in accordance with planned arrangements (see 8.3.1) to ensure that the design and development outputs have met the design and development input requirements. Records of the results of the verification and any necessary actions are maintained (see 5.7).

Supporting Documentation

Design Control Map

7.11 Design and Development Validation

Design and development validation is performed in accordance with planned arrangements (see 8.3.1) to ensure that the resulting product is capable of meeting the requirements for the specified application or intended use, where known. Wherever practicable, validation is completed prior to the delivery or implementation of the product. Records of the results of validation and any unnecessary actions are maintained (see 5.7).

Supporting Documentation

Laboratory Request Map

7.12 Control of Design and Development Changes

Design and development changes are identified and records maintained. The changes are reviewed, verified and validated, as appropriate, and approved before implementation. The review of design and development changes includes evaluation of the effect of the changes

on constituent parts and product already delivered. Records of the results of the review of changes and any necessary actions are maintained (see 5.7).

Supporting Documentation

Engineering Change Request Map

Technical Bulletin Request Map

Purchasing

7.13 Purchasing Process

The organization ensures that purchased product conforms to specified purchase requirements. The type and extent of control applied to the supplier and the purchased product is dependent upon the effect of the purchased product on subsequent product realization or the final product.

The organization evaluates and selects suppliers based on their ability to supply product in accordance with the organizational requirements. Criteria for selection, evaluation and re-evaluation are established. Records of the results of evaluations and any necessary actions arising from the evaluation is maintained (see 5.7).

Supporting Documentation

Purchasing Control Map

Supplier Approval Map

7.14 Purchasing Information

Purchasing information describes the product to be purchased, including, where appropriate:

- a) requirements for approval of product, procedures, processes, and equipment
- b) requirements for qualification of personnel
- c) quality management system requirements

The organization ensures the adequacy of specified purchase requirements prior to their communication to the supplier.

7.15 Verification of Purchased Product

The organization establishes and implements the inspection or other activities necessary for ensuring that purchased product meets specified purchase requirements. Where the organization or its customer intends to perform verification at the supplier's premises, the organization states the intended verification arrangements and method of product release in the purchasing information.

Supporting Documentation

Product Receiving Map

Quality Control Map

8.0 Production and Service Provision

8.1 Control of Production and Service Provision

As applicable, the organization plans and carries out production and service provisions under controlled conditions. Controlled conditions include:

- a) the availability of information that describes the characteristics of the product
- b) the availability of work instructions, as necessary
- c) the use of suitable equipment
- d) the availability and use of monitoring and measuring devices
- e) the implementation of monitoring and measuring activities
- f) the implementation of product release, delivery, and post-delivery activities

Supporting Documentation

Production Control Map

Process Control Map

Equipment Maintenance Map

Nonconformance Control Map

Quality Control Map

Product Identification Map

Product Handling and Storage Map

Technical Services Map

8.2 Validation of Processes for Production and Service Provision

The organization validates any processes for production and service provisions where the resulting output cannot be verified by subsequent monitoring or measurement. This includes any processes where deficiencies become apparent only after the product is in use or the service has been delivered. Validation demonstrates the ability of these processes to achieve planned results. As applicable, the organization establishes arrangements for these processes including:

- a) defined criteria for review and approval of the processes,
- b) approval of equipment and qualification of personnel
- c) use of specific methods and procedures
- d) requirements for records (see 5.7)
- e) revalidation

8.3 Identification and Traceability

Where appropriate, the organization identifies the product by suitable means throughout product realization. The organization identifies the product status with respect to monitoring and measurement requirements. Where traceability is a requirement, the organization controls and records the unique identification of the product (5.7).

Supporting Documentation

Quality Control Map

Delivery Map

8.4 Customer Property

The organization exercises care with customer property while it is under the organizations control or being used by the organization. The organization identifies, verifies, protects and safeguards customer property provided for use or incorporation in the product. If any

customer property is lost, damaged, or otherwise found to be unsuitable for use, it is reported to the customer and records are maintained (see 5.7).

NOTE: Customer property can include intellectual property.

Supporting Documentation

Returns and Repairs Map

Customer Supplied Product

8.5 Preservation of Product

The organization preserves the conformity of product during internal processing and delivery to the intended destination. This preservation includes identification, handling, packaging, storage, and protection. Preservation also applies to the constituent parts of a product.

Supporting Documentation

Product Handling and Storage Map

Product Identification Map

8.6 Control of Monitoring and Measuring Devices

The organization determines the monitoring and measurement to be undertaken and the monitoring and measuring devices needed to provide evidence of conformity of product to determined requirements (see 8.2.1). The organization establishes processes to ensure that monitoring and measurement can be carried out, and it is carried out in a manner that is consistent with the monitoring and measuring requirements. Where necessary to ensure valid results measuring equipment is:

- a) calibrated or verified at specified intervals, or prior to use, against measurement standards traceable to international or national measurement standards. Where no such standards exist, the basis used for the calibration is recorded
- b) adjusted or readjusted as necessary
- c) identified to enable the calibration status to be determined
- d) Safeguarded from adjustments that would invalidate the measurement result

- e) Protected from damage and deterioration during handling, maintenance, and storage

In addition, the organization assesses and records the validity of the previous measuring results when the equipment is found not to conform to requirements. The organization takes appropriate action on the equipment and any product affected. Records of the results of calibration and verification are maintained (see 5.7).

When used in the monitoring and measurement of specified requirements, the ability of computer software to satisfy the intended application is confirmed. This is undertaken prior to initial use and reconfirmed as necessary.

9.0 Measurement, Analysis and Improvement

9.1 General

The organization plans and implements the monitoring, measurement, analysis and improvement processes to:

- a) demonstrate conformity of the product
- b) ensure conformity of the integrated quality and environmental management system
- c) continually improve the effectiveness of the quality and environmental management system

This includes determination of applicable methods, including statistical techniques, and the extent of their use.

Supporting Documentation

Statistical Techniques Map

Monitoring and Measurement

9.2 Customer Satisfaction

As one of the measurements of the performance of quality management system, the organization monitors information relating to customer perception as to whether the organization has met customer requirements. The methods for obtaining and using this information are determined.

Supporting Documentation

Statistical Techniques Map

9.3 Internal Audits

The organization conducts internal audits at planned intervals to determine whether the integrated quality and environmental management system:

- a) conforms to the planned arrangements, to the requirements of our management system and to the integrated quality and environmental management system requirements established by the organization
- b) is effectively implemented and maintained

An audit program is planned, taking into consideration the status and importance of the activities and areas to be audited as well as the results of previous audits. The audit criteria, scope, frequency and methods are defined. Selection of auditors and conduct of audits ensures objectivity and impartiality of the audit process. Auditors do not audit areas of their own responsibilities. The responsibilities and requirements for planning and conducting audits and for reporting results and maintaining records (see 5.7) are defined in a documented procedure.

The management responsible for the area audited ensures that actions are being taken to eliminate non-conformities and their causes. Follow-up activities include the verification of the actions taken and the reporting of verification results.

Supporting Documents

Internal Audits Map

9.4 Monitoring and Measurement of Processes

The organization applies suitable methods for monitoring and, where applicable, measurement of the quality and environmental management system processes. These methods demonstrate the ability of the processes to achieve planned results. When planned results are not achieved, corrective action is taken, as appropriate, to ensure conformity of the product to established requirements.

9.5 Monitoring and Measurement of Product

The organization monitors and measures the characteristics of the product to verify that product requirements are fulfilled. This is carried out at appropriate stages of the product realization process in accordance with the planned arrangements (see 8.1). Evidence of conformity with the acceptance criteria is maintained. Records indicate the person(s) authorizing release of product (see 5.7). Product release and service delivery does not proceed until the planned arrangements (see 8.1) have been satisfactorily completed unless otherwise approved by a relevant authority and, where applicable, by the customer.

Supporting Documents

Quality Control Map

9.6 Control of Non-Conforming Product

The organization ensures that product that does not conform to product requirements is identified and managed to prevent unintended use or delivery. This process identifies related responsibilities and authorities for dealing with non-conforming product. The organization processes non-conforming product by one or more of the following ways:

- a) by taking action to eliminate the detected nonconformity
- b) by authorizing its use, release or acceptance under concession by a relevant authority
- c) by taking action to preclude its original intended use or application

Records of non-conformities and any subsequent actions taken, including concessions obtained, are maintained (see 5.7). When non-conforming product is corrected, it is subject to re-verification to demonstrate conformity to the requirements. When non-conforming product is detected after delivery or use has started, the organization takes action appropriate to the effects, or potential effects, of the non-conformity.

Supporting Documentation

Non-conformance Control Map

9.7 Analysis of Data

The organization determines, collects and analyzes appropriate data to demonstrate the suitability and effectiveness of the quality and environmental management system and to identify improvements that can be made. This includes data generated by measuring and monitoring activities and other relevant sources. The analysis of data provides information relating to:

- a) customer satisfaction (see 9.2.1)
- b) conformity to product requirements (see 8.2.1)
- c) characteristics and trends of processes and products including opportunities for preventive action, and suppliers

Supporting Documents

Customer Complaints Map

Internal Audits Map

Corrective Action Map

Preventive Action Map

Non-conformance Control Map

9.8 Improvement

9.9 Planning for Continual improvement

The organization continually improves the effectiveness of the integrated quality and environmental management system through the use of the quality policy, environmental policy, quality objectives, audit results, customer feedback, analysis of data, corrective and preventive action and management reviews.

9.10 Corrective Action

The organization takes action to eliminate the causes of product and process non-conformity in order to prevent recurrence. Corrective actions taken are appropriate to the impact of the problems encountered. A documented procedure is established to define requirements for:

- a) reviewing nonconformities (including customer complaints)
- b) determining the causes of nonconformities
- c) evaluating the need for action to ensure that nonconformities do not recur
- d) determining and implementing action needed
- e) records of the results of action taken (see 5.7)
- f) reviewing corrective action taken

Supporting Documents

Corrective Action Map

9.11 Preventive Action

The organization determines actions to eliminate the causes of potential non-conformities to prevent their occurrence. Preventive actions taken are appropriate to the effects of the potential problems. A documented procedure is established to define requirements for:

- a) determining potential nonconformities and their causes
- b) evaluating the need for action to prevent occurrence of nonconformities
- c) determining and implementing action needed
- d) records of results of action taken (see 5.7)
- e) reviewing preventive action taken

Supporting Documents

Preventive Action Map



Annex 5 - Anti –Corruption Policy

CADG & Associated Group of Companies
Anti-Bribery Policy
28th January 2013

1. Purpose

- 1.1 CADG & its associated group of companies (“the Company”) is committed to the practice of responsible corporate behaviour and to complying with all laws, regulations and other requirements which govern the conduct of our operations.
- 1.2 The Company is fully committed to instilling a strong anti-corruption culture and is fully committed to compliance with all anti-bribery and anti-corruption legislation including, but not limited to, UN Convention Against Corruption and the the Bribery Act 2010 (“the Act”) and ensures that no bribes or other corrupt payments, inducements or similar are made, offered, sought or obtained by us or anyone working on our behalf.

2. Bribery

- 2.1 Bribery is defined as the giving or promising of a financial or other advantage to another party where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage is in itself improper conduct.
- 2.2 Bribery is also deemed to take place if any party requests or agrees to receive a financial or other advantage from another party where that advantage is intended to induce that party to perform a particular function improperly, where the acceptance of that advantage is in itself improper conduct, or where that party acts improperly in anticipation of such advantage.
- 2.3 Bribery of a foreign official is defined as the giving or promising of a financial or other advantage which is intended to influence the official in order to obtain business or an advantage in the conduct of business unless the foreign official is required or permitted by law to be influenced by such advantage.

3. Consequences of Bribery

- 3.1 Anyone or any organisation found guilty of bribery under the Act may face fines and/or prison terms. In addition, high legal costs and adverse publicity are likely to result from any breach of the Act.
- 3.2 For employees of the Company, failure to comply with this Policy and/or with the Act may result in:
 - 3.2.1 disciplinary action which may include dismissal; and
 - 3.2.2 criminal penalties under the Act which may result in a fine and/or imprisonment for up to 10 years.
- 3.3 For the Company, any breach of this Policy by any employee or business associate may result in:
 - 3.3.1 the Company being deemed to be in breach of the Act;
 - 3.3.2 the Company being subject to fines; and
 - 3.3.3 the Company suffering negative publicity and further associated damage as a result of such breach.

4. Responsibility for Compliance and Scope of Policy

- 4.1 This Policy applies to all employees, agents, contractors, subcontractors, consultants, business partners and any other parties (including individuals, partnerships and bodies corporate) associated with the Company or any of its subsidiaries.
- 4.2 It is the responsibility of all of the abovementioned parties to ensure that bribery is prevented, detected and reported and all such reports should be made in accordance with the Company's Whistleblowing Policy or as otherwise stated in this Policy, as appropriate.
- 4.3 No party described in section 4.1 may:
 - 4.3.1 give or promise any financial or other advantage to another party (or use a third party to do the same) on the Company's behalf where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage will in itself constitute improper conduct;
 - 4.3.2 request or agree to receive any financial or other advantage from another party where that advantage is intended to induce the improper performance of a particular function, where the acceptance of that advantage will in itself constitute improper conduct, or where the recipient intends to act improperly in anticipation of such an advantage.
- 4.4 Parties described in section 4.1 must:
 - 4.4.1 be aware and alert at all times of all bribery risks as described in this Policy and in particular as set out in section 9 below;
 - 4.4.2 exercise due diligence at all times when dealing with third parties on behalf of the Company; and
 - 4.4.3 report any and all concerns relating to bribery to the HR Manager, or, in the case of non-employees, their normal point of contact within the Company, or otherwise in accordance with the Company's Whistleblowing Policy.

5. Facilitation Payments

- 5.1 A facilitation payment is defined as a small payment made to officials in order to ensure or speed up the performance of routine or necessary functions.
- 5.2 Facilitation payments constitute bribes and, subject to section 5.3, may not be made at any time irrespective of prevailing business customs in certain territories.
- 5.3 Facilitation or similar payments may be made in limited circumstances where your life is in danger but under no other circumstances. Any payment so made must be reported to your Direct Manager as soon as is reasonably possible and practicable.

6. Gifts and Hospitality

- 6.1 Gifts and hospitality remain a legitimate part of conducting business and should be provided only in compliance with the Company's Gifts and Hospitality Policy.
- 6.2 Gifts and hospitality can, when excessive, constitute a bribe and/or a conflict of interest. Care and due diligence should be exercised at all times when giving or receiving any form of gift or hospitality on behalf of the Company.

- 6.3 The following general principles apply:
- 6.3.1 Gifts and hospitality may neither be given nor received as rewards, inducements or encouragement for preferential treatment or inappropriate or dishonest conduct.
 - 6.3.2 Neither gifts nor hospitality should be actively sought or encouraged from any party, nor should the impression be given that the award of any business, custom, contract or similar will be in any way conditional on gifts or hospitality.
 - 6.3.3 Cash should be neither given nor received as a gift under any circumstances.
 - 6.3.4 Gifts and hospitality to or from relevant parties should be generally avoided at the time of contracts being tendered or awarded.
 - 6.3.5 The value of all gifts and hospitality, whether given or received, should be proportionate to the matter to which they relate and should not be unusually high or generous when compared to prevailing practices in our industry or sector.
 - 6.3.6 Certain gifts which would otherwise be in breach of this Policy and/or the Hospitality and Gifts Policy may be accepted if refusal would cause significant and/or cultural offence, however the Company will donate any gifts accepted for such reasons to a charity of Raju Shaulis's as the Companies President choosing.
 - 6.3.7 All gifts and hospitality, whether given or received, must be recorded in the Hospitality & Gifts Register.

7. Charitable Donations

- 7.1 Charitable donations are permitted only to registered (non-profit) charities. No charitable donations may be given to any organisation which is not a registered charity.
- 7.2 All charitable donations must be fully recorded with the finance department.
- 7.3 Proof of receipt of all charitable donations must be obtained from the recipient organisation.
- 7.4 Under no circumstances may charitable donations be made in cash.
- 7.5 No charitable donation may be made at the request of any party where that donation may result in improper conduct.

8. Political Donations

- 8.1 The Company does not make political donations and the Company is not affiliated with any political party, independent candidate, or with any other organisation whose activities are primarily political.
- 8.2 Employees and other associated parties are free to make personal donations provided such payments are not purported to be made on behalf of the Company and are not made to obtain any form of advantage in any business transaction.

9. Due Diligence and Risks

The following issues should be considered with care in any and all transactions, dealings with officials, and other business matters concerning third parties:

- 9.1 Territorial risks, particularly the prevalence of bribery and corruption in a particular country;
- 9.2 Cross-border payments, particularly those involving territories falling under section 9.1;
- 9.3 Requests for cash payment, payment through intermediaries or other unusual methods of payment;
- 9.4 Activities requiring the Company and / or any associated party to obtain permits or other forms of official authorisation;
- 9.5 Transactions involving the import or export of goods;

This policy has been approved & authorised by:

Name: Raju Shaulis

Position: CADG President

Date: 28th January 2013

Signature:

