



**ANTI-BRIBERY
AND
CORRUPTION
POLICY**

DEFINITIONS

Except where the context otherwise requires, the following definitions shall apply throughout this Policy:

- “Act”** Malaysian Anti-Corruption Commission (Amendment) Act 2018 (Act A1567) cited together with Malaysian Anti-Corruption Commission Act 2009 (Act 694).
- “the Group”** Dunham-Bush Group of Companies
- “Business Associates”** an external party with whom the Group has, or plans to establish, some form of business relationship. This may include clients, customers, joint ventures, joint venture partners, consortium partners, outsourcing providers, contractors, consultants, subcontractors, suppliers, vendors, advisers, agents, distributors, representatives, intermediaries, investors and financiers.
- “Closed Group”** the Directors and Employees are related to, have a personal friendship with, or someone living in the same household. This is a broader term than “relative” or “immediate family”. Based on the Act, “relative” includes:
- (i) Spouse;
 - (ii) Siblings (brother(s)/sister(s));
 - (iii) Spouse’s siblings;
 - (iv) Direct line of ascendant (parent/grandparents) or descendant (children/grandchildren) including spouse’s and spouse’s siblings;
 - (v) Uncle, aunt or cousin; and
Son-in-law or daughter-in-law
- “Directors”** includes any person occupying the position of director of the Group by whatever name called and includes a person in accordance with whose directions or instructions the majority of the directors of the Group are accustomed to act and an alternate or substitute director.

“Employees”	any person who is employed by the Group, either part time, full time or on contract, not limited to the Directors (executives and non-executives), secondees and any individuals on direct hire.
“Entertainment”	the provision of recreation in connection with or for the purpose of facilitating entertainment, with or without consideration paid whether in cash or in kind, in promoting or in connection with a trade or business activities and/or transactions.
“Gift”	something given from one organisation to another, with the appointed representatives of each organisation giving and accepting the gift. The gifts are given transparently and openly, with the implicit or explicit approval of all parties involved. Examples of gifts include items such as diaries, table calendars, pens, notepads, plaques, and festive gifts such as hampers, oranges and dates.
“Hospitality”	the considerate care of guests, which may include refreshments, accommodation and entertainment at a restaurant, hotel, club, resort, convention, concert, sporting event or other venue such as the Group’s offices, with or without the personal presence of the host. Provision of travel may also be included, as many other services such as provision of guides, attendants and escorts; use of facilities such as a spa, golf course or ski resort with equipment included
“Policy”	Anti-Bribery and Corruption Policy.

1. INTRODUCTION

The Group is committed in conducting the business ethically, as well as complying with the applicable laws, which include compliance with the Malaysian Anti-Corruption Act 2009, the Malaysian Anti-Corruption Commission (Amendment) Act 2018, its amendments or re-enactments that may be made by the relevant authority from time to time as well as all other applicable laws for other countries that governs the offence of bribery and corruption.

The Group will take reasonable and appropriate measures to ensure that its business do not participate in corrupt activities for its advantage or benefit. This Policy sets out the

parameters to prevent the occurrence of bribery and corruption practice in relation to the business of the Group.

This Policy is intended to provide an outline of the key principles in dealing with improper solicitation, bribery and other corrupt activities and related issues that may arise in the course of business of the Group. It should be read in conjunction with the Group's various policies/ procedures/ guidelines/ manuals/ Code of Conduct, as amended from time to time. If multiple documents speak on the same subject, then the stricter provision shall apply at all times. This Policy is available at www.dunham-bush.com.

2. OBJECTIVE

2.1 The Group requires all its Employees to act professionally, fairly and with integrity in their business dealings. The objectives of this Policy are to:

- (i) set out the responsibilities of the Group and its Employees, in observing and upholding the Group's position on bribery and corruption; and
- (ii) provide the Employees, Business Associates and other parties with information and guidance on the standards of conduct to which they must adhere to and how to consider and deal with bribery and corruption issues that may arise in the course of business.

This Policy is not intended to be exhaustive as there may be additional obligations that the Employees are required to adhere to or comply with when performing their duties. For all intents and purposes, Employees shall observe and ensure that all applicable acts, laws, rules and regulations are complied with in the performance of their duties.

2.2 Responsibilities

The Group takes bribery and corruption very seriously as they are detrimental to the business. It undermines the rule of law, tarnishes the creditability of the Group and curtails free and fair competition, affecting the economy at large. Any violation of this Policy shall be regarded as a serious matter by the Group. Our Malaysian laws impose strict fines and imprisonment on the offender as well as on the commercial organization, its Directors and persons related to its management of affairs. Failure to comply may also result in dismissal for Employees, while for Business Associates, it may lead to termination of contract and claim for damages. The Group may also suffer business disruption, financial and reputational loss.



Hence, all Employees shall comply with this Policy, and any other policies/ procedures/ guidelines/ manuals/ Code of Conduct as prescribed from time to time in the course of their daily work and business conduct.

Employee shall be liable if he/she pays a bribe himself/ herself or if he/she authorizes, assists, or conspires with someone else to violate an anti-bribery or corruption law. Punishment for violation of the law is against him/ her as an individual and may include imprisonment, probation, mandated community service and significant monetary fines which the Group would not be liable for.

Employee with any instances of suspected or confirmed bribery or corruption, should raise, notify and shall report to the Group in accordance with the procedures set out in this Policy.

3. SCOPE AND APPLICATION

This Policy applies to the following:-

- 3.1 to all individuals working for the Group at all levels and grades. This includes but not limited to the Directors, Employees (permanent or contract), senior managers, managers and head of departments;
- 3.2 Business Associates as defined in this Policy who engaged to perform work or services, for and on behalf of the Group; and
- 3.3 All parties other than the Business Associates that are currently engaged with the Group or have the intention to engage with the Group in the future.

4. COMPLIANCE WITH LAWS AND REGULATIONS

- 4.1 This Policy shall comply with the acts, laws and regulations of Malaysia at all times. In the event of any inconsistency or conflict between the provisions of this policy and the acts, laws of Malaysia, the latter shall prevail. The paramount laws on bribery and corruption are the Act and the Penal Code (Chapter IX).
- 4.2 This Policy is also applicable globally. If Employee travels outside Malaysia, the Employees is subject to the laws of the country in which the Employees is based, but the principles of this Policy must be adhered to regardless of whether or not that country has specific anti-bribery or corruption laws. In cases where there is a conflict between the specific anti- bribery and corruption laws and the principles contained in this Policy, stricter provisions shall prevail.

5. BRIBERY, CORRUPTION AND GRATIFICATION

5.1 Bribery

Bribery is the offering, promising, giving, accepting or soliciting of an advantage as an inducement for action which is illegal, unethical or a breach of trust. A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage and can take the form of gifts, loans, fees, rewards or other advantages.

5.2 Corruption

Corruption is the abuse of entrusted of power for private gain.

5.3 Gratification

- (a) Money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;
- (b) Any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- (c) Any payment, release, discharge or liquidation of any loan, obligation or other liability whether in whole or in part;
- (d) Any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- (e) Any forbearance to demand any money or money's worth or valuable thing;
- (f) Any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power of duty.

5.4 SECTION 17A OF THE ACT

Section 17A of the Act imposes a demanding corporate liability on Malaysian businesses.

Under this provision, Directors and senior management are also liable for the actions of the Group if its Employee is involved in bribery and/or corruption unless it can prove that it has effectively implemented adequate procedures to prevent bribery and/or corruption from happening.

6. GIFT, ENTERTAINMENT, BENEFIT AND HOSPITALITY (“GEBH”)

6.1 All persons who are subject to this Policy shall NOT:-

- (a) offer, give, or promise to give a bribe or anything which may be viewed as bribe to secure or award an improper business advantage;
- (b) offer, give or promise to give a bribe or anything which may be viewed as a bribe from a third party knowing or suspecting it is offered with the expectation that it will obtain a business advantage for them; or
- (c) request or receive a bribe or anything which may be viewed as a bribe from a third party knowing or suspecting it is offered with the expectation that it will obtain a business advantage for them; or
- (d) engage in any activity is offered that might lead to a breach of this Policy.

6.2 As a general principle, Employees should not offer, give, solicit, or receive GEBH to or from Business Associates and other parties engaging with the Group, whether the act is done directly or indirectly, if it is done to or with an intention to obtain any business advantage or personal gain.

6.3 The Group understands that in certain circumstances, the GEBH are central part of business etiquette and refusal to give or receive GEBH to or from the Business Associates and other parties engaging with the Group may affect business relationship. Hence, the Group encourages the use of good judgment when giving or accepting the gifts, benefits and entertainment.

The GEBH should falls within the following conditions:-

- a) reasonable in value;
- b) infrequent in nature;
- c) transparent and open;
- d) not given to influence or obtain an unfair advantage;
- e) respectful , customary and lawful;
- f) do not have or are perceived to have (by either the giver or the receiver), any effect on actions or decisions;
- g) No expectation of any specific favour or improper advantages from the intended recipients;
- h) no corrupt or criminal intent involved;
- i) legitimate and justified business courtesy; and
- j) in good faith.

6.4 Some examples of the above conditions as guided by the Group's operating Policy are as follows:

- (i) Exchange of gifts at a company-to-company level (e.g. gifts exchanged between companies as part of an official company visit/courtesy call and thereafter gift is treated as the Company's property);
- (ii) Corporate merchandise or gifts of nominal value that are given or received in relation to official company functions, events and celebrations (e.g. commemorative gifts or door gifts offered to all guests attending the event);
- (iii) Gifts to external parties as part of the Group's corporate social responsibility programme (e.g. monetary gifts or gifts in-kind to charitable organizations); and
- (iv) Entertainment of or by external parties through reasonable Hospitality for the purpose of business networking and as a measure of goodwill towards the recipients (e.g. company events, refreshments or meals for business purposes).

7. PROCEDURES IN HANDLING GEBH

All Employees are expected to exercise proper judgement in handling GEH activities and must adhere to the Group's operating policies and procedures when making exceptional contribution of the GEBH.



All Employees are also expected to declare any form of GEBH received in accordance with the Group's operating Policy.

8. CONFLICT OF INTEREST

- 8.1 Conflicts of interest arise in situations where there is personal interest that could be considered to have a potential interference with objectivity in the performance of duties or exercising judgement on behalf of the Group. This would undermine the duties of good faith, fidelity, diligence and integrity as expected by the Group from its Employees in the performance of their duties and obligations.
- 8.2 All Employees should avoid situations in which personal interest may interfere with their professional obligations or duties. They must not use their position, official working hours, the resources and assets of the Group, or information available to them for the benefit of themselves or a Closed Group.
- 8.3 Appropriate assessment shall be conducted to individuals or third parties to ensure the business and background of the potential business partners are free from bribery elements or conflict of interest prior to procurement process.
- 8.4 In situations where a conflict does occur, all Employees are required to declare the matter as per the following procedures:
 - (i) If the Employees are required to make their declarations if they become aware of a conflict at any other time (an "ad hoc" declaration). This will be made to their head of department, who will record the declaration and determine the next course of action.
 - (ii) Business Associates are required to declare prior to on boarding or when there is a change of circumstances.

9. PUBLIC OFFICIAL AND POLITICAL CONTRIBUTION

- 9.1 Public officials shall include the official of any governments, government agencies or any regulatory, statutory or administrative bodies, whether local or foreign.
- 9.2 Subject to the conditions set out in Section 6.1, any GEBH intended for the public officials must be pre-approved by the appropriate authority of the Group.

9.3 If approval has been obtained to provide GEBH to public officials, the Group must ensure that:

- (iii) it is not excessive and lavish, and commensurate with the official designation of the public official and not his personal capacity;
- (iv) it must not be made with any promise or expectation of favorable treatment in return; and
- (v) it must be accurately reflected in the contributor's accounting books and records.

9.4 The Group does not make charitable donations or contributions to political parties. Whilst our Employees and the Business Associates Parties acting in their personal capacity as citizens are not restricted to make any personal political donations, the Group will not make any reimbursement for these personal political contributions back to its Employees or the Business Associates.

10 SPONSORSHIPS, DONATIONS, AND CONTRIBUTION TO CHARITY OR SOCIAL PROJECTS

As part of the Group initiative, the Group shall support and encourage any contribution to the communities in terms of donation and sponsorship to any charity or social projects. However such contribution shall be made in accordance with the following proviso:-

- 10.1 contributions or donations made by the Group to community projects or charities need to be made in good faith and in compliance with this Policy;
- 10.2 no donation should be made which may or may be perceived to breach applicable law or any other sections of this Policy;
- 10.3 must not be used as a conduit to circumvent, avoid, or evade the laws or regulatory requirements. More importantly, it shall not be used to facilitate corruption, illegal and money laundering activities;
- 10.4 must be carefully examined for legitimacy and not be made to improperly influence a business outcome;
- 10.5 the proposed recipient must be a legitimate organization and appropriate due diligence must be exercised in particular to ensure the benefits reach their intended recipients whilst the programmes meet the intended objectives;

- 10.6 obtain all the necessary internal authorization in accordance with the prescribed operating authority limit as set out in the Group operating policies and procedures and/or external authorization, if required;
- 10.7 be made to well-established entities having an adequate organizational structure to guarantee proper administration of the funds; and
- 10.8 must be accurately stated in the Group's accounting books and records.

11. FACILITATION PAYMENT AND KICKBACKS

- 11.1 Facilitation Payments are unofficial payments or other advantages payment made to secure or expedite the performance of a routine action by an officer of public body whereas Kickbacks are any forms of payment intended as compensation for favorable treatment or other improper services. This includes the return of a sum already paid or due as a reward for awarding for furthering business.
- 11.2 This Policy shall not accept any Facilitation Payments or Kickbacks of any kind. All associates must avoid any activity that might lead to Facilitation Payments or Kickbacks being made or accepted.
- 11.3 Any individual with any suspicious, concerns or queries regarding a payment made on our behalf or improper business practices, he or she should raise these by reporting to the Group via the channel as outlined in this Policy.

12. BUSINESS ASSOCIATES AND DUE DILIGENCE

- 12.1 The Group expects that all Business Associates are aware of and adhere to this Policy & Procedures. Therefore, the Group as well as the Business Associates is obligated to conduct appropriate counterparty search to understand the business and background of the prospective business counterparties before entering into any arrangements with them.
- 12.2 Appropriate assessment shall be conducted to individuals or third parties to ensure the business and background of the potential business partners are free from bribery elements or conflict of interest.

12.3 The Group's Policy have considered the due diligence requirements through the assessment or evaluation on any relevant parties or personnel (such as Employees, Business Associates, projects, major business activities, etc.) where there is significant exposure to bribery and corruption risk before entering into any formal relationships with them

13. RECORD KEEPING

13.1 The Group must keep all financial records and have appropriate internal controls in place which will evidence, substantiate and justify that business reason for making payments to, and receiving payments from, third parties.

13.2 The Group must ensure all expenses claims as well as its reason relating to gifts or entertainment made to the third parties are submitted and recorded. All the parties shall further ensure that all expense claims shall comply with the terms and conditions of this Policy.

13.3 All documents, accounts and records relating to dealings with third parties, such as customers, suppliers and business contracts, should be prepared and maintained with strict accuracy and completeness. No accounts should be kept "off-book" to facilitate or conceal improper payments.

14. REPORTING CHANNEL

14.1 Employees, Business Associates and other stakeholders of the Group are encouraged to report in good faith, any suspected, attempted or actual corruption incidents through accessible and confidential trusted reporting channels. Written complaint must be made in writing sent via any one of the following:

Contact 1

Email : norwenm@dunham-bush.com
Contact details : Senior Manager Group Legal & Corporate Affairs
Legal Department,
Dunham-Bush Industries Sdn. Bhd,
Lot 5755-6, Kidamai Industrial Park
43000 Kajang, Selangor Darul Ehsan,
Malaysia

Contact 2

Email : syafiza@dunham-bush.com
Contact details : Acting Head of Department
Human Resources Department,
Dunham-Bush Industries Sdn. Bhd,
Lot 5755-6, Kidamai Industrial Park
43000 Kajang, Selangor Darul Ehsan,
Malaysia

15. PROTECTION FOR THE WHISTLEBLOWER

- 15.1 Whistle-blowing is a form of disclosure. It involves a person, i.e. the Whistleblower, who raises serious concerns about risks of wrongful activities or reports a wrongdoing. Whistleblowing at an earlier stage may help prevent or reduce harm, damages or costs arising from wrongful activities.
- 15.2 The Whistleblower or persons connected to him/her shall be protected from any detrimental action as a direct consequence of the disclosure. Additionally, the Whistleblower's identity and such other confidential information shall not be disclosed save with the Whistleblower's consent or otherwise required by law. The protection conferred under this Policy is not affected notwithstanding that the disclosure of the improper conduct does not result in any disciplinary action on the person against whom the disclosure was made.
- 15.3 The Whistleblower will be accorded with protection of strict confidentiality of identity unless otherwise required by law and he/she will be protected from any reprisals and adverse actions, including any form of harassment and victimization as a consequence of his/her disclosure of any impropriety committed to or to be committed. Provided that disclosures are made in good faith, such protection will be accorded to the reporter even if investigation later reveals that the allegation is unfounded, untrue or mistaken.
- 15.4 The Group recognizes the anonymity to Whistleblowers who willingly come forward to report a suspicion of misconduct under this Policy. However, to prevent false and malicious reporting poison letters and abuse of the reporting channel, all Whistleblowers must provide sufficient evidence (such as documents, images, footages, audio, email, text message or etc.) in their report to facilitate further investigation, failing which credible reasoning/ argument must be presented to show that misconduct has taken place.

16. COMMUNICATION AND TRAINING

16.1 The Group will provide/ continue to provide training on this Policy as well as on the anti-corruption and bribery laws to the Group Employees/ newly recruited Employees. The Group communication and training strategy for anti-bribery and corruption can be summarized as follows:

- (i) All new Employees of the Group shall be provided and briefed on this Policy as part of their induction/ on boarding process.
- (ii) Existing Employees of the Group shall be made aware of this Policy and any subsequent revisions via official internal communication channels.
- (iii) Designated Employees involved in affairs pertaining to the enforcement, monitoring and assessment of this Policy shall undergo training, when necessary.
- (iv) Information related to this Policy with additional references shall be selectively made available to the Employees, stakeholders inclusive of Business Associates and the general public on the Group's official website and internal communication platforms for the ease of access and reporting of any such incident.

17. MONITORING AND REVIEW

17.1 All the parties defined in Section 3 of the above are responsible for the success of this Policy and should ensure full compliance to this policy.

17.2 Internal control systems and procedures will be subject to audit for every three (3) years to provide assurance that they are effective in countering corruption and bribery.