



ANTI-BRIBERY AND CORRUPTION POLICY

Foreword – Statement by Management of Sentral REIT Management Sdn Bhd

At Sentral REIT Management Sdn Bhd, we are committed to winning business through honest competition in the marketplace and while practising the highest level of integrity and ethics.

The Management (including the Board of Directors) takes a strong stance against the use of corrupt practices. In line with this, the Company will abide by the letter and spirit of all applicable anti-corruption laws and regulatory requirements in Malaysia and we will do so in accordance with the policies set forth below ("Policy") and the Malaysian Anti-Corruption Commission Act 2009. The Policy applies to anyone conducting business on behalf SRM and/or SENTRAL including directors, officers, employees, agents, service providers, consultants and contractors who work for and/or act for or on behalf of the Company and/or SENTRAL. This Policy is meant to assist you in upholding SRM's commitment to integrity and ethics.

The Management hereby authorise the creation of a compliance function within the Legal Department which will be responsible for ensuring that all directors, officers, employees, agents, service providers, consultants and contractors whom this Policy applies to comply with this Policy and implementing appropriate anti-corruption policies based on the Company's risk assessment. If you have questions regarding this Policy, speak with your supervisor or the Compliance Officer.

In any event, responsibility for upholding the Company's commitment to and the Company's culture of integrity ultimately lies with each directors, officers, employees, agents, service providers, consultants and contractors who work for and/or act for or on behalf of the Company and/or SENTRAL to whom this Policy applies. It is therefore the obligation of each of individual to whom this Policy applies to read, fully digest, understand, and consult this Policy, to conduct yourself at all times in a manner consistent with these standards, and to report promptly any suspected violation of these standards.

Directors, officers and employees must not use a service provider, contractor, agent, consultant or other third parties to perform any act for or on behalf of the Company and/or SENTRAL which conflicts with this Policy. Unlawful or inappropriate acts committed indirectly through third parties are just as unacceptable as acts committed directly. Employees, directors or officers who engage third parties such as service providers, contractors, agents or consultants to work on behalf of the Company and/or SENTRAL must ensure that these parties are made aware of this Policy and should seek their co-operation in adhering to this Policy.

The Management will regularly review the results of any risk assessment carried out to ensure the constant improvement and evaluation of this Policy and the Company's entire anti-corruption programme. It will likewise regularly review to assess the performance, efficiency and effectiveness of the Company's anti-corruption programme and ensure that the programme is enforced.

In order to help meet the objectives of this Policy, the Company strongly encourages employees, officers, directors and contractors to express *bona fide* concerns relating to corporate accountability and to report any suspected or actual corruption incidents, violations of Company policies or any inadequacies in the Company's anti-corruption compliance programme through the whistleblowing channel. SRM will not tolerate any discrimination or retaliation against any person who, in good faith, reports such concerns or suspected or actual violations in accordance with the Company's Whistleblowing Policy. Anyone who retaliates against an individual under such circumstances is subject to disciplinary action, up to and including termination of employment or termination of the relevant contract with that person.

Any person who violates our Policy, or any of the underlying or applicable anti-bribery laws or regulations, will face disciplinary action, up to and including dismissal or termination of the relevant contract with that person, as well as potential civil and/or criminal liability, which may include imprisonment and/or fines.

In conclusion, I urge you to give the entire Policy and the Company's entire anti-corruption programme, which the Management fully endorses, your greatest support.



Yong Su-Lin
Chief Executive Officer
Date: 01 JUN 2020

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1. INTRODUCTION

This Anti-Bribery and Corruption Policy (“ABC Policy” and/or “the Policy”) of MRCB Quill Management Sdn Bhd (“SRM” or “Company”) is aimed at providing guidance to Personnel concerning how to deal with improper solicitation, requests for bribes and other corrupt activities and issues that may arise in the course of business.

Having a clear and unambiguous policy on the Company’s position regarding bribery and corruption forms the cornerstone of an effective integrity management system. This Policy should be read in conjunction with SRM’s other policies and guidelines. If multiple documents speak on the same subject, then the more stringent provision always applies.

2. ANTI-BRIBERY AND CORRUPTION COMMITMENT

SRM is committed to conducting business dealings with integrity. This means avoiding practices of bribery and corruption of all forms in the Company’s daily operations.

SRM has adopted a zero-tolerance approach against all forms of bribery and corruption. Personnel who refuse to pay bribes or participate in acts of corruption will not be penalised even if such refusal may result in the Company losing business.

The Policy leverages on the values and core principles set out in the SRM’s Code of Business Ethics. Full compliance with both the spirit and the letter of this Policy is mandatory and should be maintained using a principle-based approach.

3. OBJECTIVE

This Policy sets out SRM’s overall position on bribery and corruption in all forms.

4. SCOPE

This Policy is applicable to SRM, its controlled organisations, Business Associates (as hereinafter defined) acting on SRM’s and/or Sentral REIT’s (“SENTRAL”) behalf, the Board of Directors and all SRM Personnel.

Joint-venture companies in which SRM is non-controlling, co-venture partners and associated companies are encouraged to adopt the terms set out in this Policy or similar

principles. External service providers are also expected to comply with this Policy in relation to all work conducted with SRM and/or SENTRAL, or on SRM and/or SENTRAL's behalf.

5. REFERENCES

All parties to whom this Policy compulsorily applies should also comply with the terms and conditions provided in the documents referred to below.

- (a) Authorization Limits
- (b) Code of Business Ethics
- (c) Operation Manual
- (d) Whistleblowing Policy

6. DEFINITIONS

“Bribery” and **“Corruption”** includes any action or activity which would be considered as an offence of giving or receiving ‘Gratification’ under the Malaysian Anti-Corruption Commission Act 2009 (MACCA) as amended from time to time. In practice, this includes offering, giving, receiving (or agreeing to receive), promising or soliciting something of value as a reward or inducement or in an attempt to illicitly influence the decisions or actions of a person who is in a position of trust within an organisation. Bribery may be ‘outbound’, where someone acting on behalf of SRM and/or SENTRAL attempts to influence the actions of someone external, such as a Government Official or client’s decision-maker. It may also be ‘inbound’, where an external party is attempting to influence someone within the Company such as a senior decision-maker or someone with access to confidential information. There is no need for a bribe to actually be given as long as it is offered, agreed to be received or requested. It is an offence and a breach of this Policy even if ultimately no benefit or advantage was received in return.

“Business Associate” means an external party with whom SRM and/or SENTRAL has, or plans to establish, some form of business relationship. This may include clients, tenants, customers, joint ventures, joint venture partners, consortium partners, outsourcing providers, contractors, consultants, subcontractors, suppliers, vendors, advisers, agents, distributors, representatives, intermediaries and investors.

“CEO” means the Chief Executive Office of SRM.

“Chairman” means the Chairman of the Board of Directors of SRM.

“Conflict of Interest” means when a person’s own interests either influence, have the potential to influence, or are perceived to influence their decision making at SRM.

“Controlled Organisation” means an entity where SRM has the decision-making power over the organisation such that it has the right to appoint and remove the management. This would normally be where SRM has the controlling interest (>50% of the voting share ownership), but it could be where there is an agreement in place that SRM has the right to appoint the management, for example a joint venture where SRM has the largest (but still <50%) allocation of the voting shares;

“Corporate Gift” includes something given from one organisation to another, with the appointed representatives of each organisation giving and accepting the gift. Corporate gifts may also be promotional items given out equally to the general public at events, trade shows and exhibitions as a part of building the Company’s brand. The gifts are given transparently and openly, with the implicit or explicit approval of all parties involved. Corporate gifts normally bear the Company name and logo. Examples of corporate gifts include items such as diaries, table calendars, pens, notepads and plaques.

“Donation and Sponsorship” includes charitable contributions and sponsorship payments made to support the community. Examples include sponsorship of educational events, supporting NGOs, and other social causes;

“Exposed Position” means an employment position within the Company identified as vulnerable to bribery through a risk assessment. Such positions may include any role involving: procurement or contract management; financial approvals; human resource; relations with Government Officials or government departments; sales; positions where negotiation with an external party is required; or other positions which the Company has identified as vulnerable to bribery;

“Gratification” is defined in the MACCA to mean the following:

- (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 or duty; and
- (g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).

“Government Official” includes anyone who performs government functions at a national, regional, local, or any other level, including military functions, whether locally or abroad, and also includes officers, employees, and representatives of public international organisations. As used in this Policy, the term “Government Official” includes not only traditional government officials and those employed by government agencies, departments, or ministries, but also (a) members, officers, employees, and representatives of entities owned or controlled by a national, state, or local government; (b) political parties, party officials, and candidates for political office; (c) members, officers, employees, and representatives of registered societies, branches of societies, youth societies and trade unions; (d) judges and other members, officers, employees, and representatives of Courts, and family members of any person listed in this paragraph.

“Hospitality” includes 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 Company and/or SENTRAL offices, with or without the personal presence of the host. Provision of travel may also be included, as may 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;

“Personnel” means directors, officers, employees of the Company including employees seconded to the Company.

7. POLICY OWNER

Legal Department (“LD”) is the owner of this Policy. Any questions regarding this Policy should be raised with the Compliance Officer who will be from the LD.

8. ANTI-BRIBERY AND CORRUPTION POLICY

- 8.1** Bribery and corruption in all forms relating to SRM and/or SENTRAL's activities and business are strictly prohibited.
- 8.2** Bribery and corruption may take the form of anything of value, such as but not limited to money, goods, services, property, privilege, employment position or preferential treatment. Personnel and Business Associates shall not therefore, whether directly or indirectly, offer, promise, give, receive, agree to receive or solicit anything of value, in the attempt to illicitly influence the decisions or actions of a person in a position of trust within an organisation, either for the intended benefit of SRM and/or SENTRAL or the persons involved in the transaction.
- 8.3** The provisions in this Policy apply equally to SRM and/or SENTRAL's business dealings with commercial ('private sector') and government ('public sector') entities, including the directors, personnel, agents and other appointed representatives. Even the possible appearance of bribery or corruption is to be avoided, in particular when dealing with Government Officials.
- 8.4** No Personnel or external parties will suffer demotion, penalty or other adverse consequences in retaliation for refusing to pay or receive bribes or participate in other illicit behaviour which is in contravention of the Company's policies, including this Policy.
- 8.5** SRM is also committed to conducting due diligence checks on prospective personnel, particularly as it relates to appointments to positions where a more than minor bribery or corruption risk has been identified.
- 8.6** Every Personnel and Business Associate would be given access to this Policy which may be amended from time to time. A soft copy of the Policy can be found at www.sentralreit.com.

9. RECOGNITION OF LOCAL AND INTERNATIONAL LEGISLATION

- 9.1** SRM is committed to conduct its business ethically and in compliance with all applicable laws and regulations in Malaysia.

9.2 These laws include but are not limited to the Malaysian Penal Code, the Malaysian Anti-Corruption Commission Act 2009, the Companies Act 2016, the United States Foreign Corrupt Practices Act 1977, and the United Kingdom Bribery Act 2010 which may be amended from time to time. The law prohibits bribery and acts of corruption, and mandate that the Company establish and maintain accurate books and records and sufficient internal controls.

9.3 In cases where there is a conflict between mandatory laws and the principles contained in this and other policies, the law shall prevail.

10. DOCUMENTATION AND RECORDS

10.1 The Company is required to accurately record information regarding all payments in reasonable detail, including the amount of the payment, the recipient, and the purpose for the expenditure for and on behalf of SRM and/or SENTRAL. The Personnel and Business Associates must ensure that the Company has accurate and timely information with respect to the amount and ultimate recipient of contract payments, commissions, and other payments. The Personnel and Business Associates must also document the purpose, and maintain all necessary approvals for transactions and appointments. Records must be complete and truthful and financial or accounting documents must be recorded in accordance with applicable financial or accounting standards. The records must include all contracts, invoices, and receipts.

11. GIFT AND HOSPITALITY

11.1 Subject to the terms and conditions set out in this Policy and the Code of Business Ethics, the Personnel and Business Associates are prohibited from providing, offering, receiving or asking for (soliciting) gifts or hospitalities from external parties. Under no circumstances may the Personnel and Business Associates accept gifts in the form of cash or cash equivalent (including gift certificates, loans, commissions, coupons, discounts or any other related forms).

11.2 The only form of gift or hospitality allowed to be given to or accepted from external parties is a Corporate Gift or Hospitality.

11.3 Any Corporate Gift-giving or Hospitality given by any Personnel is subject to approval according to the Authorization Limits and Code of Business Ethics. In any event, the

Personnel and Business Associates (giving Corporate Gift or Hospitality on behalf of SRM) must additionally fulfil the following conditions:

- a) The Corporate Gift or Hospitality is limited, customary and lawful under the circumstances;
- b) The Corporate Gift or Hospitality is reasonable and proportionate, and not extravagant or lavish under the circumstances;
- c) The frequency of giving the Corporate Gift or Hospitality is not excessive;
- d) There is a genuine underlying business purpose for the Corporate Gift or Hospitality, such as the development of general business relationships, the promotion of the Company's brands, or the explanation of the Company's products and services;
- e) The Corporate Gift or Hospitality is not provided when there are current or prospective projects or matters in progress or pending with the recipient's organisation, unless with the written approval of the CEO;
- f) They do not have or are perceived to have (by either the giver or the receiver), any effect on actions or decisions;
- g) There must be no expectation of any specific favour or improper advantages from the intended recipients;
- h) The independent business judgment and decision making of the intended recipients must not be affected or compromised;
- i) The acceptance of the Corporate Gift or Hospitality by the recipient would not result in a contravention of the recipient's applicable policies/codes of conduct or in a breach of this Policy or applicable anti-corruption and anti-bribery laws, regulations or policies;
- j) The giving out of the gift and hospitality must be done in an open and transparent manner; and
- k) The Corporate Gift or Hospitality should not normally be provided to the spouses/relatives of Business Associates. If there is a need to provide a Corporate Gift or Hospitality to a spouse/relative of a Business Associate, prior approval from the CEO and Compliance Officer should be obtained.

11.4 Similarly, the Personnel and Business Associates should not accept any gift or Hospitality from any person if he/she feels that an attempt is being made to induce or influence (or could be perceived as having such an effect) him/her to behave in an inappropriate manner in the context of his/her work. If there is any suggestion that the Personnel and Business Associates will be expected to show favour in return for a gift or Hospitality, or that it is hoped that he/she will show such favour,

the Personnel and Business Associates must not accept the gift or Hospitality and report the matter immediately to the CEO and Compliance Officer. The conditions for giving Corporate Gift or Hospitality should be followed for accepting a gift or Hospitality with appropriate amendments.

11.5 In cases where there is a conflict between the Code of Business Ethics and this Policy, the former shall prevail.

11.6 If the Personnel and Business Associates are unsure if he/she should give or accept any gift or Hospitality, please speak with the CEO or the Compliance Officer.

12. DONATIONS AND SPONSORSHIPS

12.1 Giving of Donations and Sponsorships is permitted subject to conditions. The Personnel giving Donation and Sponsorships must do so in accordance with the Authorization Limits. Furthermore, giving of Donations and Sponsorships are prohibited in the following circumstances:

- a) If they are to influence business decisions;
- b) If they are contrary to the recipient's applicable policies/codes of conduct or applicable anti-corruption and anti-bribery laws, regulations or policies; or
- c) If they are used as means to cover up a bribe.

12.2 Any political Donations and Sponsorships shall be approved by the Board of Directors.

12.3 All Personnel and Business Associates are prohibited from soliciting or receiving Donations and Sponsorships from external parties on behalf of or for the Company and/or SENTRAL unless applied for by the requesting department and concurred by the Compliance Officer. Thereafter, the request shall be sent for written approval of the CEO.

12.4 If there is uncertainty as to whether to give or accept any Donation or Sponsorship, please speak with the CEO and Compliance Officer.

13. FACILITATION PAYMENTS

- 13.1** SRM adopts a strict policy of disallowing the use of facilitation payments in its business. Facilitation payment is a payment or other provision made personally to an individual in control of a process or decision. It is given to secure or expedite the performance of a routine or administrative duty or function.
- 13.2** The Personnel and Business Associates acting on SRM and/or SENTRAL's behalf shall decline to make any facilitation payments and report to the Compliance Officer immediately when they encounter any request for a facilitation payment. In addition, if a payment has been made and the Personnel or Business Associates are unsure of its nature, the Compliance Officer must be notified immediately and the payment must be recorded accordingly.
- 13.3** Only in the event that the security of the Personnel is at stake may the Company consider making such a payment. The Personnel must immediately report the request to the CEO and Compliance Officer for a decision to be made on the request.

14. SUPPORT LETTERS

- 14.1** SRM awards contracts and employment positions purely on a merit basis. Therefore, support letters in all forms shall not be recognised as the sole consideration in the business decision making process.

15. RECRUITMENT, PROMOTION AND SUPPORT OF PERSONNEL

- 15.1** SRM recognises the value of integrity in its Personnel. The Company's recruitment, training, performance evaluation, remuneration, recognition and promotion for all Personnel, including management, shall be designed and regularly updated to recognize integrity.
- 15.2** SRM shall conduct interviews before appointing any Personnel. Additionally, background checks shall be conducted. The Company shall also make reasonable efforts to verify the documents provided by the prospective personnel prior to appointing this person. The higher the role held by the person to be appointed, the more checks and verifications need to be performed.

- 15.3** SRM does not offer employment to prospective personnel in return for their favour improperly rendered to the Company previously.

16. BUSINESS ASSOCIATES

- 16.1** It bears repeating that all Business Associates (including external providers such as consultants, advisors, and agents) acting on behalf of SRM and/or SENTRAL are required to comply with this Policy, the SRM Code of Business Ethics, and all other policies which relate to them.

- 16.2** In entities where SRM retains controlling interest pursuant to the joint venture agreements, Business Associates of the joint venture companies are required to adhere to this Policy and SRM's Code of Business Ethics. Where SRM does not have controlling interest, Business Associates are also encouraged to comply with the same.

- 16.3** Business Associates shall ensure that the sub-contractors and agents must comply with this Policy, the SRM Code of Business Ethics, and all other policies which relate to them. Business Associates that are not individuals are to ensure that their employees, contractors and agents comply with these documents.

- 16.4** Due diligence should also be carried out against any Business Associates intending to act (or being reappointed to act) on the Company's and/or SENTRAL's behalf as an agent or in other representative roles, to ensure that the entity is not likely to commit an act of bribery or corruption in the course of its dealings with SRM and/or SENTRAL.

- 16.5** The extent of the due diligence required should be based on the bribery and corruption risk assessment. Due diligence may include a search through relevant databases, media reports, checking for relationships with public officials, self-declaration, and documenting the reasons for choosing one particular Business associate over another. The results of the due diligence process must be documented, retained for at least seven years and produced on request by the custodian of the process.

- 16.6** In higher risk situations, the Company should commission a third party due diligence report on the Business Associate acting on behalf of SRM and/or SENTRAL to determine the reputation, ownership structure and history of the Business Associate.

In such situations, the Company should conduct interviews with the prospective Business Associate before any appointment.

- 16.7** The remuneration paid to Business Associates acting on behalf of SRM and/or SENTRAL must commensurate with the level of services actually provided and consistent with market rates as far as this can be ascertained. In any event, before an appointment is made, necessary approvals should be obtained and required steps should be followed including in accordance with the Company's Operation Manual.
- 16.8** The Personnel shall not normally agree to appoint an external provider that has been specifically requested by any Government Official or any licensing body. An exception would be if there is no other equally qualified and suitable external provider and even then, due diligence shall be conducted before making an appointment.
- 16.9** Any payment to a Business Associate of a commission, service fee, or other amount (or the grant of discounts) which is not in accordance with the agreement with the Business Associate must be approved by the CEO and/or CFO/Finance Manager and/or Investment Manager in accordance to the Authorization Limit.
- 16.10** SRM shall include standard clauses in all contracts with Business Associates acting on behalf of SRM and/or SENTRAL enabling the Company to terminate the contract in the event that bribery or an act of corruption has been proved to occur.

17. RESPONSIBILITIES OF SRM PERSONNEL & BUSINESS ASSOCIATE

- 17.1** All Personnel (including its directors, and directors and employees of its controlled organisations) and Business Associates are required to carry out those responsibilities and obligations relating to the Company's anti-bribery and corruption stance, alongside those already in existence, which include the following:
- a) Be familiar with applicable requirements and directives of the Policy and communicate them to the subordinates;
 - b) Promptly record all transactions and payments in SRM's books and records accurately and with reasonable detail;
 - c) Ask the Compliance Officer any questions about this Policy that may arise or if there is a lack of clarity about the required action in a particular situation;
 - d) Always raise suspicious transactions and other "red flags" (indicators of bribery or corruption) to immediate superiors for guidance on the next course of action;

- e) Be alert to indications or evidence of possible violations of this Policy;
- f) Promptly report violations or suspected violations through appropriate channels;
- g) Attend required anti-bribery and corruption training as required according to position; and
- h) Not misuse their position or SRM's name for personal advantage.

17.2 When dealing with Business Associates, all Personnel shall not:

- a) express unexplained or unjustifiable preference for certain parties;
- b) make any attempt at dishonestly influencing their decisions by offering, promising or conferring advantage;
- c) exert improper influence to obtain benefits from them;
- d) directly or indirectly offer or make promise or corrupt payments, in cash or in kind for a specific favour or improper advantage from them.

17.3 During an active or anticipated procurement or tender exercise, Personnel or Business Associates participating in the exercise in any way whatsoever shall not:

- a) receive gifts or Hospitality of any kind from any external party participating, planning to participate, or expected to participate, in the procurement or tender exercise;
- b) provide anything other than a Corporate Gift and token hospitality to any external/third party related to the exercise;
- c) be involved in any discussions regarding business or employment opportunities, for personal benefit or for the benefit of a Business Associate;
- d) abuse the decision-making and other delegated powers given by the top management; and
- e) bypass normal procurement or tender process and procedure.

17.4 When dealing with external parties in a position to make a decision to SRM and/or SENTRAL's benefit (such as a Government Official or client), the Personnel and Business Associates shall not:

- a) offer, promise or make any attempt at dishonestly influencing the person's decision by directly or indirectly offering or making a promise of corrupt payments, in cash or in kind;
- b) be involved in any discussions regarding business or employment opportunities, for their own personal benefit or for the benefit of the external party;

- c) otherwise abuse the decision-making and other delegated powers given by the top management, in order to illicitly secure an outcome which would be to the commercial advantage to themselves and/or the Company; and
- d) exert improper influence to obtain personal benefits from them.

17.5 All SRM head of departments have a particular responsibility to ensure that this Policy is applied and complied with within their department or function and to monitor compliance with the Policy. They must also ensure that subordinates in 'Exposed Positions' attend relevant training.

17.6 The Personnel and Business Associates must not at any time destroy any material that might be of use to an investigation of a breach of this Policy, or make any disclosure to any person that might be prejudicial to such an investigation. The Personnel and Business Associates must comply with any requests by the Company to provide all relevant information, materials or documents related to an investigation of a breach of this Policy.

17.7 Any Personnel who breach this Policy will face disciplinary action, which could result in dismissal. Other parties (including Business Associates) who breach the Policy will have their contracts with the Company terminated.

18. CONFLICTS OF INTEREST

18.1 Conflicts of interest arise in situations where there is a personal interest that could be considered to have potential interference with objectivity in performing duties or exercising judgment on behalf of the Company and/or SENTRAL. All Personnel should avoid situations in which their personal interest could conflict with their professional obligations or duties. Personnel must not use their position, official working hours, Company's resources and assets, or information available to them for personal gain or to the Company's disadvantage.

18.2 In situations where there is an actual or potential conflict, Personnel are required to declare the matter to Compliance Officer and CEO.

19. PERSONNEL DECLARATIONS

19.1 All Personnel and Business Associates shall certify in writing that they have read, understood and will abide by this Policy. A copy of this declaration shall be documented and retained by the LD for the duration of appointment of the Personnel or the Business Associates. A sample declaration can be found in the **Appendix** of this Policy.

19.2 SRM reserves the right to request information regarding the assets of the Personnel or Business Associates in the event that the person is implicated in any bribery and corruption-related accusation or incident.

20. ANTI-BRIBERY AND CORRUPTION COMPLIANCE FUNCTION

20.1 SRM shall establish and maintain an anti-bribery and corruption compliance function within the LD to oversee the design and implementation of the anti-bribery management.

20.2 The LD, led by the Compliance Officer, shall perform functions below within the Company structure, equipped to act effectively against bribery and corruption:

- a) provide advice and guidance to Personnel and Business Associates on this Policy and issues relating to bribery and corruption;
- b) take appropriate steps to ensure that adequate monitoring, measurement, analysis and evaluation of the anti-bribery management is performed;
- c) report on the performance of the anti-bribery management to the CEO regularly.

20.3 Appropriate resources shall be provided for effective operation of the anti-bribery management and that the LD is staffed with persons who have the appropriate competence, status, authority and independence.

20.4 SRM shall conduct regular risk assessments to identify the bribery and corruption risks affecting the business, set anti-bribery and corruption objectives, and assess the effectiveness of the controls in achieving those objectives.

21. TRAINING AND AWARENESS

21.1 SRM shall conduct an awareness programme for all its Personnel on the Company's position regarding anti-bribery and corruption, integrity and ethics.

21.2 Training shall be provided on a regular basis, in accordance with the level of bribery and corruption risk related to the position. Training should be provided to Personnel who are:

- a) new to the Company;
- b) appointed to or currently holding an Exposed Position.

21.3 The Sustainability Committee of the Company shall maintain records to identify which SRM Personnel have received training, and produce, communicate and update the training schedule in conjunction with Sustainability Committee.

21.4 Business Associates acting on behalf of the Company and/or SENTRAL shall also undergo appropriate training, where a bribery and corruption risk assessment identifies them as posing a more than minor bribery and corruption risk to the Company.

22. REPORTING OF POLICY VIOLATIONS

22.1 Suitable reporting channels shall be established and maintained for receiving information regarding violations of this Policy, and other matters of integrity provided in good faith by the Personnel and/or external parties.

22.2 The Personnel and Business Associates who, in the course of their activities relating to their employment at SRM or in the course of their dealings with SRM and/or SENTRAL or for SRM and/or SENTRAL, encounter actual or suspected violations of this Policy (occurring in Malaysia or otherwise), including any false or misleading entries or unrecorded payments, are required to report their concerns using the reporting channels stated in the Whistleblowing Policy of the Company.

22.3 Reports made in good faith, either anonymously or otherwise, shall be addressed in a timely manner. Any Personnel or Business Associates who make a report in good faith shall not incur any detrimental treatment regardless of the outcome of any investigation. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a report in good faith. If any of

the Personnel and Business Associates believe that they have suffered any such treatment, they should inform the Compliance Officer and/or CEO.

22.4 Retaliation in any form against any Personnel where the person has, in good faith, reported a violation or possible violation of this Policy is strictly prohibited. Any Personnel found to have deliberately acted against the interests of a person who has in good faith reported a violation or possible violation of this Policy shall be subjected to disciplinary proceedings including demotion, suspension, dismissal or other actions (including legal action) which SRM may pursue.

23. AUDIT AND COMPLIANCE

23.1 Regular audits shall be conducted to ensure compliance with this Policy. Such audits may be conducted internally by SRM or by an external party. Audit documentation should include performance improvement action plans.

24. SANCTIONS FOR NON-COMPLIANCE

24.1 Non-compliance of the processes under the Policy as identified by the audit and any risk areas identified through this and other means should be reported to the CEO or Chairman in a timely manner in accordance with the level of risk identified. Ultimately, the Board of Directors will be notified of the audits, risk assessment and steps and measures to deal with audit findings and risks identified.

24.2 SRM regards bribery and acts of corruption as serious matters and will apply penalties in the event of non-compliance with this Policy. For SRM Personnel, non-compliance may lead to disciplinary action, up to and including termination of employment. Allegations of non-compliance by senior management employees and directors of the Company will usually be deliberated by the Nominations and Remuneration Committee. An Investigations Committee shall set up by the Nomination and Remunerations Committee if it deems fit. The Investigation Committee shall investigate and report its findings to the Board of Directors for a decision. For avoidance of doubt, in the event an allegation of non-compliance is against any director of the Nomination and Remuneration Committee, the said director shall not be party to the said deliberation.

24.3 For external parties including Business Associates, non-compliance may lead to penalties including termination of contract. Further legal action may also be taken in

the event that SRM and/or SENTRAL's interests have been harmed by the results on non-compliance by individuals and organisations.

25. CONTINUOUS IMPROVEMENT

25.1 Any concerns regarding the improvement of this Policy and SRM's anti-bribery management can be raised to the LD.

25.2 SRM shall monitor the legal and regulatory regimes where it operates and any changes to SRM's business environment and risks and identify opportunities for anti-bribery management improvement. A report should be submitted by the LD to the CEO and Chairman on a regular basis for the appropriate action to be taken.

25.3 Regular assessments of the anti-bribery management should be carried out to ensure its scope, policies, procedures and controls match the bribery and corruption related risks faced by the Company.

25.4 SRM endeavours to positively impact the business environment where it operates. This includes extending its integrity programme to non-controlled Business Associates such as suppliers and contractors, seeking to work with companies who have a similar commitment and supporting initiatives in the private and public sectors which are likely to improve the integrity of its operating environment.



Declaration Form

I, _____, hereby declare that I have read and understood SRM's Anti-Bribery and Corruption Policy above. I will abide by the requirements and provisions set out in the Policy, as required by my employment/service contract.

Signature : _____

Date : _____