AGMO HOLDINGS BERHAD
Registration No. 201701000550 (1214700-W)
(Incorporated in Malaysia)

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

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1. INTRODUCTION

AGMO HOLDINGS BERHAD ("**Agmo"** or the **"Company"**) and its subsidiaries (the "**Group**" or "**Agmo Group**") is committed to conducting its business with integrity and in an ethical manner.

Agmo has established this Anti-Bribery and Anti-Corruption Policy ("ABAC Policy" or this "Policy") to set out the Group's zero-tolerance stance against bribery and corruption in all forms.

This Policy aims to ensure that all Employees and Business Associates of Agmo are aware of their obligation to disclose any corruptions, briberies, conflict of interest or similar unethical acts that they may have, and to comply with this Policy to follow the highest standards of ethical conduct of business.

This Policy is not intended to provide definitive answers to all questions regarding bribery and corruption, but to provide a basic introduction to how the Group combats bribery and corruption in furtherance of its commitment to lawful, fair and ethical behaviour at all times, in addition to being designated to avoid situations in which bribery and corruption may take root.

Failure to comply with this Policy, whether intentional or not, may lead to disciplinary action and criminal liability for the individual(s) involved.

This Policy should also be read together with other applicable policies and procedures of the Group.

2. SCOPE

2.1. This Policy applies to:

(a) the Group's Directors, employees (including permanent, temporary, full-time, part-time, probationary, contract employees, trainees and interns) and officers ("**Internal Stakeholders**"); and

(b) any third parties performing service for or on behalf of the Group ("**Business Associates**"). They include, but are not limited to, service providers, suppliers, business partners, joint venture entities and partners, associate companies, distributors, consultants, contractors and agents.

2.2. Other external stakeholders who do not fall within the scope of Paragraph 2.1(b) above, such as governments, government agencies, and customers, are advised to adhere to this Policy for all activities involving the Group.

2.3. This Policy shall be applicable in relation to the Group's businesses and in all countries in which the Group has business activities.

2.4. In this Policy, the following definitions shall apply:

(i) "bribery" refers to the act of corruptly giving or receiving any gratification, including for the purposes of, amongst others:

- inducing or rewarding the improper performance of any party;
- obtaining or retaining business or business advantage; and
- influencing business decisions.

Bribery can be a financial or in-kind undue advantage that can be paid directly or through intermediaries.

(ii) "MACC Act" refers to the Malaysian Anti-Corruption Commission Act 2009 and any statutory modification, amendment or re-enactment thereof for the time being in force.

(iii) "Listing Requirements" refer to the Main Market Listing Requirements of Bursa Malaysia Securities Berhad including any amendment thereto that may be made from time to time.

(iv) "gratification" shall have the meaning as defined in the MACC Act, i.e.:

(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);

(v) "Stakeholders" generally refer to Internal Stakeholders, Business Associates and other external stakeholders of the Group;

(vi) "Intermediary" refer to the Agents and other appointed representatives of the Group;

(vii) "Foreign Public Official" shall have the meaning as defined in the MACC Act;

(viii) "Officer of a Public Body" shall have the meaning as defined in the MACC Act;

(ix) "Public Body" shall have the meaning as defined in the MACC Act;

(x) where this Policy refers to "giving" or similar it includes any actions amounting to the act of agreeing to give, offering, promising to give, and authorising to give;

(xi) where this Policy refers to "receiving" or similar it includes any actions amounting to the act of agreeing to receive and soliciting.

(xii) In the event of a conflict between a mandatory law and the principles espoused in this Policy, the law shall prevail.

3. ANTI-BRIBERY & ANTI-CORRUPTION STANCE

3.1. Agmo adopts a zero-tolerance approach towards any form of bribery or corruption and undertake to comply with all the relevant anti-corruption laws in all the jurisdictions the Group operated in.

3.2. Stakeholders shall not give or receive any bribes, especially in the conduct of activities relating to the Group.

3.3. Amongst others, Stakeholders shall not:

(a) give, directly or through any intermediaries, any bribe, gift, reward, consideration, favour or any other advantage, for the purpose of inducing or rewarding improper performance (usually in contrary with the interest of the entity they represent);

(b) give any advantages which might be considered a bribe under international legislation either in Malaysia or any other country;

(c) receive any gratification which may compromise their performance of duties owed to the organisation they represent; or

(d) instigate third parties to perform actions pertaining to the above.

3.4. The Group takes the upholding of its anti-bribery and anti-corruption stance across the Group's activities seriously and expects the same from Stakeholders internal and external to the Group, regardless of country of operation. Internal Stakeholders and Business Associates are advised to take necessary measures to prevent any bribery conduct and corrupt practices in its dealings with the Group.

3.5. The Group is committed to ensuring that no party will suffer detrimental treatment for refusing to give or receive a bribe in relation to the Group's activities.

3.6. The Group treats any violation of this Policy seriously and will undertake necessary actions, including, but not limited to, a review of employment or appointment, disciplinary actions, dismissal, and reporting to the authorities, consistent with the Group's policies and relevant laws and regulations.

4. BUSINESS DEALINGS

4.1. The Group conducts business with all Stakeholders on the basis of integrity, fairness, openness, accountability and transparency. The Group expects the same from its Stakeholders, including its Internal Stakeholders and Business Associates.

4.2. Stakeholders working for, performing services for or on behalf of, or doing business with, the Group shall not abuse the power, position, assets, information, or any other advantage obtained through their business relationship with the Group.

4.3. The Group shall undertake appropriate risk-based due diligence on Business Associates prior to entering into or renewing business relationships. The extent of due diligence performed shall be commensurate with the nature and level of risk identified.

5. BRIBING OF AN OFFICER OF A PUBLIC BODY OR A FOREIGN PUBLIC OFFICIAL

5.1. The bribing of an Officer of a Public Body or a Foreign Public Official is an offence under the MACC Act and is likely to be an offence under the local laws in countries where the Group has business. Stakeholders who have dealings with any Officer of a Public Body or Foreign Public Official shall not engage, directly or through a third party, in any activity or transaction that may constitute, or be perceived to constitute, an attempt to bribe an Officer of a Public Body or Foreign Public Official.

6. FACILITATION PAYMENTS

6.1. Facilitation payments include unofficial and improper payments or benefits provided to secure or expedite a routine or necessary action to which the Group is legally entitled. Facilitation payments, also known as "grease payments" or "speed payments", could be small in value and solicited by both the public and private sectors. Facilitation payments are bribes and they shall not be given or received across the Group's businesses or activities in all countries of operation, regardless of local business customary or practices.

Certain payments are not considered facilitation payments if they fulfil all the following conditions:

(i) the amount payable is officially published or stated (e.g. on an official document);

(ii) the amount is payable to the entity (as opposed to individuals representing the entity); and

(iii) a legal and official receipt by the entity can be provided.

6.2. Stakeholders shall not directly or through any intermediaries give or receive facilitation payments in relation to the Group's activities.

6.3. Stakeholders who are required to make a payment under duress to protect their safety or freedom or that of another person (such as from life threatening situations, bodily harm, or unlawful detainment) shall prioritise the safety or freedom of the personnel. However, such situations shall immediately be reported as soon as practicable: Internal Stakeholders shall escalate within the Group via internally established procedures; external stakeholders shall escalate in accordance with internal procedures established by the entities they represent.

7. GIFT, ENTERTAINMENT, HOSPITALITY & THIRD-PARTY TRAVEL

7.1. Any gift, entertainment, hospitality, and Third-Party Travel must be unsolicited and must not affect or be perceived to be able to affect business judgement.

7.2. All gifts, entertainment, hospitality and Third-Party Travel provided by the Group or received by Internal Stakeholders shall be authorised, processed, and recorded in accordance with internal policies and procedures established by the Group.

7.3. Gift

Internal Stakeholders and Business Associates must avoid giving or receiving gifts which may be construed as bribes. No gift shall be given to any Officer of a Public Body or Foreign Public Official on the Group's behalf.

Generally, the Group or its Internal Stakeholders do not give or receive gifts apart from gifts due to customary business or cultural occasion and corporate gifts which are subjected to applicable internal policies and procedures.

The Group and its Internal Stakeholders are strictly prohibited from giving or receiving gifts in the form of cash or loans.

7.4. Entertainment and Hospitality

Internal Stakeholders and Business Associates must avoid giving or receiving entertainment and hospitality which may be construed as bribes. Entertainment or hospitality requires the host to be present; if not, the expenditure is a gift.

The Group and its Internal Stakeholders can only provide entertainment and hospitality in the form of food and beverage which shall be appropriate and moderate.

Internal Stakeholders shall not solicit or accept entertainment or hospitality that may influence, or be perceived to influence, business judgment or create a conflict of interest. Any entertainment or hospitality received must be reasonable, proportionate, and in compliance with the Group's policies, including any applicable declaration or approval requirements.

7.5. Third-Party Travel

Third-Party Travel refers to travelling-related expenditures, such as travel tickets, meals, or accommodation, incurred in relation to legitimate business activities including business meetings, onsite fieldwork or visits, which are provided for a business counterparty by the Group, or vice versa.

Irrelevant, unreasonable, or unnecessary travelling-related expenditures shall not be given or received by the Group or its Internal Stakeholders.

8. DONATIONS AND SPONSORSHIPS

8.1. The Group shall perform due diligence on all donations and sponsorships (including commercial and non-commercial sponsorships) requested, including on relevant entities and individuals where applicable, before making such donations or sponsorships. The Group shall avoid situations where conflict of interest may affect or may be perceived to be able to affect business judgement.

8.2. All sponsorships and donations must be accurately reflected in the Group's accounting books and records, be permitted by the applicable law and capable of being publicly disclosed.

8.3. Donations and non-commercial sponsorships

(i) Charitable contributions and non-commercial sponsorships (including scholarships and grants)

Donations and non-commercial sponsorships include charitable contributions, scholarships and grants. Donations and non-commercial sponsorships are generally philanthropic in nature and they shall not be made with the intention to, or be perceived to be able to, influence any business decisions or outcome.

All requests must be made by well-established organisations on their official letterhead to the Group's People and Culture Department, regardless of value.

(ii) Political Contributions

Generally, the Group does not make any political contributions or donation, whether monetary or in-kind.

9. BUSINESS INCENTIVES

9.1. Examples of business incentives include rewards, rebates, discounts, or referral fees. Business incentives are generally provided at entity-to-entity level in relation to parties involved in a formal business relationship.

9.2. The Group does not offer or provide business incentives which are improper, inappropriate, or questionable.

9.3. In relation to the Group's business, Internal Stakeholders are prohibited from receiving business incentives from the Group's business counterparties or through Intermediary in their individual capacity.

9.4. Kickbacks or similar arrangements are prohibited across the Group's businesses.

10. CONFLICT OF INTEREST

10.1. Conflict of interest refers to circumstances or relationships which affect or may affect the ability of an individual to act objectively in carrying out his/her duties owed to his/her role in an organisation or entity. The Group and its Stakeholders shall avoid, where possible, or resolve conflict of interest situations in ensuring objective, fair, and transparent business dealings.

10.2. Conflict of interest situations, may include, but are not limited to:

(a) family member relationships – "family" shall have the definition provided by the Listing Requirements. This includes, in relation to a person, being his/her (a) spouse; (b) a parent; (c) a child, including an adopted child and stepchild; (d) brother or sister; and a spouse of (c) or (d).

(b) related party relationships – "related party" shall have the definition provided by the Listing Requirements.

10.3. Where a conflict of interest arises or where there is personal interest involved that could give rise to potential interference of objectivity in the performance of duties or the exercise of judgement on behalf of the Group, internal stakeholders involved are to abstain from negotiations, decision making or assessment. All internal Stakeholders must not use their position, official working hours, the Group's resources and assets for personal gain (including for the benefit of their family or friends) or the Group's disadvantages.

10.4. All Internal Stakeholders and Business Associates shall declare any conflict of interest situations arising that may impact the objectivity of business dealings or business relationship.

11. ANTI-MONEY LAUNDERING AND ANTI-TERRORISM FINANCING

11.1. The Group does not engage, within or outside Malaysia, in any money-laundering or terrorism financing activities and it does not associate itself with such criminal activities of others.

11.2. All Internal Stakeholders and Business Associates are prohibited from being directly or indirectly involved in money-laundering and terrorism financing activities.

11.3. Stakeholders shall not associate themselves, within and outside Malaysia, with criminal activities within its business operations and value chain.

12. RECORD-KEEPING

12.1. Complete and accurate financial records and other relevant records relating to the Group's businesses and transactions shall be maintained by all relevant Stakeholders, for purposes including to serve as evidence of payments made and to comply with applicable laws and regulations.

12.2. Where required, all Stakeholders shall provide written acknowledgement and/or declarations of compliance with this Policy in accordance with the Group's requirements.

13. COMMUNICATION, TRAINING AND AWARENESS

13.1. The Group deploys various communication tools and methods, and conducts training programme for its Internal Stakeholders to raise awareness on this Policy and the Group's anti-bribery and anti-corruption stance amongst its Stakeholders, as appropriate.

14. COMPLIANCE

14.1. Compliance with this Policy by the Group, Internal Stakeholders, and Business Associates is mandatory. Any violation of this Policy will be dealt with seriously by the Group, including but not limited to dismissal, termination of business relationship, and reporting to the authorities, as consistent with relevant laws and regulations.

15. RAISING CONCERNS AND REPORTING VIOLATIONS

15.1. The Group strongly encourages any person, including the general public, who knows of, or suspects, a violation, suspected violation, or potential violation of this Policy to report to Agmo for immediate actions to be undertaken to address the issue.

15.2. Concerns shall be reported through the Group's whistleblowing channels and mechanism as set out in the Group's Whistleblowing Policy, which is available on the Group's corporate website. All reports and the identity of the Whistleblower(s) will be protected and treated confidentially.

16. REVIEW AND MONITORING

16.1. The Board shall conduct a review on the effectiveness of the implementation of this Policy at appropriate intervals, at least once every three (3) years, considering its suitability, adequacy and effectiveness.

16.2. The Board reserves the right to update the Policy at any time to ensure compliance with relevant laws and regulations. In the event of a regulatory change necessitating an update, the Board may review and approve the updates outside the regular 3-years review cycle.

This Policy was updated and acknowledged by the Board of Directors on 26 May 2026.