

ANTI-BRIBERY AND CORRUPTION POLICY

1. Introduction

The anti-bribery and corruption policy provides guidance to employees on how to recognise and deal with improper solicitation, bribery and any other corruption activities and issues that may arise in the course of business.

The policy is intended to provide employees with a basic introduction on how to avoid and combat bribery and corruption in furtherance of DS Sigma Holdings Berhad ("**the Company**") and its subsidiaries ("**Group**") commitment to lawful and ethical behavior at all times.

The anti-bribery and corruption policy apply to employees, Directors and Management of the Group, including their immediate family members and relatives. Additionally, the policy extends to all contractors, subcontractors, consultants, representatives including agents, franchisees and any other external parties performing work or services for or on behalf of the Group ("**the employees and associates**").

2. Scope

This policy is applicable to all the Group's Directors, Employees, Suppliers, and Business Associates of the Group. The employees and associates has a duty to read and understand the Policy. Violation of any of this Policy's provisions may result in disciplinary action, including termination of employment/work/services.

Joint-venture companies in which the Company is non-controlling or co-venture and associated companies are encouraged to adopt these or similar principles. External Providers are also expected to comply with this policy in relation to all work conducted with the Group or on behalf of the Group.

3. Definitions

The following definitions are included in this Policy: -

"**Bribery**" is defined as any action which would be considered as an offence of giving or receiving 'gratification' under Malaysian Anti-Corruption Commission Act 2009 ("**MACCA**"). In practice, this means offering, giving, receiving or soliciting something of value to illicitly influence the decisions or actions of a person a position of trust within an organisation.

"**Business Associate**" means any persons performing services for or on behalf of the Group, apart from the Group's Employees, including consultants, contractors or subcontractors, trainees, seconded staffs, volunteers, interns, agents, sponsors, service providers, associates, and business partners.

"**Corruption**" is defined primarily as any action which would be considered as an offence of giving or receiving 'gratification' under the MACCA and may also include acts of extortion, collusion, breach of trust, abuse of power, trading under influence, embezzlement, fraud or money laundering.

(Anti-Bribery and Corruption Policy - cont'd)

"Director" includes all Executive and Non-Executive Director of the Company or its subsidiaries.

"Employee" means any person at all levels and grades, including senior managers, managers, executives, non-executives, workers, and employees, whether full time, part time, probationary, contract or temporary.

"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).

"Supplier" refers to the Group's suppliers of trade and non-trade goods.

4. Recognition of Local and International Legislation

The Company is committed to conducting its business ethically and in compliance with all applicable laws and regulations in the countries where it does business.

These laws include but are not limited to the Malaysian Penal Code (revised 1977) (and its amendments), the MACC and its amendments, the Companies Act 2016, the US Foreign Corrupt Practices Act 1977 (amended 1998), Anti-Money Laundering and Anti-Terrorism Financing Act and the UK Bribery Act 2010. These laws prohibit bribery and acts of corruption, and mandate that companies establish and maintain accurate books and records and sufficient internal controls.

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

5. The Group's Anti-Bribery Stance

The Group has a zero-tolerance policy towards bribery throughout its businesses, regardless of country of operations.

The Group prohibits its Directors, Employees, Suppliers or Business Associates from undertaking any bribery conduct when conducting business with, for, or on behalf of the Group.

(Anti-Bribery and Corruption Policy - cont'd)

The prohibition on bribery extends broadly to include: -

- (a) Bribes: When one party giving or offering or receiving or soliciting another party, either directly or through a third party, of anything of value, advantage, or benefit of any kind in order to influence the making or not making, or implementation of a decision or act by the party concerned such as to retain or obtain business or a business advantage. This also includes giving, promising to give or offering a payment, gift or entertainment to a third party to 'facilitate' or expedite routine procedures.
- (b) Anything of value may include but is not limited to cash, cash equivalents, discounts, donations, travel expenses, entertainment, stocks or gifts.
- (c) Facilitation Payments, also known as grease payments, are unofficial and improper payments or benefits provided to secure or expedite a routine or necessary action to which the Group is legally entities.

6. Doing business with Integrity

The Group believes in conducting business with parties who uphold the same values and standards of business ethics and integrity as the Group. This includes its business relationships with its Directors, Employees, Suppliers, and Business Associates.

7. Gifts, Entertainment, and Corporate Hospitality

The Company has adopted a 'No Gift Policy' whereby, subject only to specified exceptions, all employees and associates acting for or on behalf of the Company are prohibited from, directly or indirectly receiving and/or providing gifts.

It is the responsibility of Employees and Directors of the Group to inform external parties involved in any business dealing with the Company and its subsidiaries that our Group practices a 'No Gift Policy' and to request the external party for their understanding and attentiveness for and adherence to this policy.

Gifts, entertainment, or corporate hospitality which may influence or be perceived to be able to influence business decisions or outcomes may be construed as bribes and they must not be given or received by the Group's Directors, Employees, Suppliers, or Business Associates when in the conduct of the Group's business. Similarly, gifts, entertainment, or corporate hospitality shall be avoided where a conflict of interest situation is present. Generally, the Group's practice for giving and receiving gifts are limited to the following situations (in the following situations, an "Organisation" may refer to the Group or an external party):-

- (a) gifts given by the Group to Employees and Directors and / or their family members in relation to an internal or externally recognised function, event, or celebration of the Group (e.g. in recognition of an employee's / Director's service to the Group);
- (b) exchange of gifts at Organisation-to-Organisation level (e.g. gifts exchanged between companies as part of an official company visit / courtesy call and thereafter said gift is treated as company property);

(Anti-Bribery and Corruption Policy - cont'd)

- (c) gifts to external institutions or individuals in relation to an Organisation's official functions, events and celebrations which is commonly given in public (e.g. commemorative gifts or door gifts offered to all guests attending the event);
- (d) token or corporate gifts of nominal value, normally bearing a corporate logo (e.g. t-shirts, pens, diaries, calendars and other small promotional items), that are given out equally to members of the public, delegates, customers, partners, or stakeholders attending events such as conferences, exhibitions, training, trade shows, etc. and deemed as part of an Organisation's brand building or promotional activities;
- (e) gifts to external parties who have no business dealings with the Group (e.g. monetary gifts or gifts in-kind to charitable organisations);
- (f) token or corporate gifts must not affect the independent business judgement of the intended recipients;
- (g) There must not be any corrupt / criminal intent involved for giving or receiving the gifts;
- (h) Nominated employees, employees on duty and Directors who are eligible to participate in the Company inspection trips and / or incentive tours (local or overseas) and the expenses are sponsored by the Group;
- (i) Hotel accommodation in conjunction with the Company's events and trips whereby the expenses are fully sponsored by the Company and its subsidiaries; and
- (j) Monetary gifts such as "Ang-pow" red packets with amount equivalent to RM **<to insert Company's own threshold>** or less received from customers or business associates during festive occasions (e.g. Chinese New Year, Hari Raya Aidilfitri and Deepavali) in accordance with tradition is acceptable and no declaration is needed.

The Group's Employees are not allowed to provide gifts to third parties or customers unless they obtain prior approval from the Management.

Apart from the abovementioned situations, the Group's Directors and Employees are discouraged from receiving gifts from parties who have business dealings with the Group. If such situations are unavoidable, established policies and procedures of the Group in relation to receiving gifts must be complied with. Notwithstanding, in no circumstances may gifts in the form of cash or cash equivalent be accepted.

Employees of the Group who comply with this Policy, is required to declare via ***Annexure A: Anti-Bribery and Corruption Commitment and Declaration Form***.

8. Donations, Sponsorships and Political Contribution

The Group does not make donations or contributions to political parties, nor does it sponsor any political events. This, however, does not prohibit any individual from making donations or sponsorships under their personal capacity provided that the donations or sponsorships must not be associated with the Group.

(Anti-Bribery and Corruption Policy - cont'd)

Contributions or donations made by the Group need to be made in good faith and in compliance with the Group's Code of Conduct and Ethics Policy, this Policy and all relevant Group's policies and procedures.

9. Procurement Process

The Group has established policies and procedures addressing the selection of Suppliers and Business Associates. The selection of suppliers and Business Associates is based on merits such as quality, pricing, capability, track record, and experience, and it shall be in the best interest of the Group.

Due diligence forms part of the Group's selection of new Suppliers and Business Associates and due diligence review may also be performed on existing Suppliers and Business Associates from time to time.

Suppliers and Business Associates is required to declared via **Annexure B: Supplier and Business Associate Anti-Bribery and Corruption Commitment and Declaration Form**.

10. Compliance and Reporting a Concern

The Group takes combatting corruption and bribery very seriously. Any violation of this Policy will be regarded as a serious matter by the Group and is likely to result in a review of relationship, including disciplinary action, dismissal, or termination, consistent with applicable laws and regulations.

All the Group's Directors, Employees, Suppliers, and Business Associates are required to be familiar with and comply with this Policy.

An Employee must notify his/her superior as soon as possible if he/she believes or suspects that a breach of this Policy has occurred or may occur. Alternatively, the Employee may raise his or her concerns through the Group's Whistleblowing Policy.

The Group's Directors, Suppliers, and Business Associates or members of the public may also raise their concerns regarding any known breaches or suspected breaches of this Policy through the Group's WhistleBlowing Policy, which is available on the Group's corporate website at www.dssigma.com.my. Whistleblowers shall be accorded the protection as set out in the Whistleblowing Policy.

11. Record-Keeping

The Group must keep financial records and have appropriate internal controls in place which will provide evidence and support for any legitimate payments to third parties. The Group must ensure all expenses claims relating to hospitality, gifts or entertainment incurred to third parties are submitted in accordance with the Group's relevant policies. All accounts, invoices, and other documents and records relating to dealings with third parties, such as customers, suppliers and business contacts, should be prepared and maintained with accuracy and completeness.

(Anti-Bribery and Corruption Policy - cont'd)

12. Training and Communication

From time to time and as determined by the Group, Directors, Employees, Suppliers, and Business Associates, especially those operating in areas that are exposed to high bribery risk, shall be provided with relevant training on how to implement and adhere to this Policy.

Our zero-tolerance approach to bribery and corruption must be communicated to all Directors, Employees, Suppliers, and Business Associates at the outset of our relationship with them and as appropriate thereafter.

The Company recognises the value of integrity in its Directors, Employees and Business Associates. The Company's recruitment, training, performance evaluation, remuneration, recognition and promotion for all the Company's Employees, including management, shall be designed and regularly updated to recognise integrity.

The Company does not offer employment to prospective personnel in return for their having improperly favoured the Company in a previous role.

13. Monitoring and Review

All the Group's Directors, Employees, Suppliers, and Business Associates are responsible for the success of this Policy and should ensure they use it to disclose any suspected unethical business practices or wrongdoing. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

14. Review of this Policy

The Board will monitor compliance with this Policy and review this Policy regularly to ensure that it continues to remain relevant and appropriate.

15. Effective date

This Policy is effective on 21 February 2022.

History

Version Number	Board's approval Date	Effective Date
1.0	21 February 2022	21 February 2022

DS SIGMA HOLDINGS BERHAD
[Registration No. 202101030362 (1430662-K)]
(Incorporated in Malaysia)

ANTI-BRIBERY AND CORRUPTION (“ABC”) COMMITMENT AND DECLARATION FORM

1. I am an Officer / Employee of DS Sigma Holdings Berhad (“**the Company**”) and its subsidiaries (collectively referred to as the “**Group**”).
2. I acknowledge that I had received a copy of the ABC Policy from the Group and that I fully and thoroughly understand the mentioned documents provided to me.
3. I hereby declare that I am committed and will comply with:
 - (i) All applicable laws and regulations in relation to bribery and corruption and ABC Policy.
 - (ii) The following ABC principles:
 - a) Committed to promoting values of integrity, transparency, accountability and good corporate governance and comply with the principle of zero-tolerance on any and all forms of Gratification as well as applicable ABC laws and regulations.
 - b) Prevention of bribery and corruption and fighting any form of bribery and corruption practices.
 - c) Supporting ABC initiatives led by the Group, government and the authorities.

*(hereinafter collectively referred to as “**the requirements**”)*
4. I have not been convicted nor am I subject to any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach of any applicable laws and regulations in relation to bribery and corruption and ABC Policy or the requirements and will report any actual or suspected breach as soon as reasonably practicable and to the extent permitted by the law, to the Group.
5. I undertake to promptly inform the Group of any breach and/or alleged/suspected breach of any applicable laws and regulations in relation to bribery and corruption and ABC Policy or the requirements and cooperate with the Group in any investigation of such breach. I further irrevocably grant the Group the right to carry out investigation on me in the event of any breach and/ or alleged/ suspected breach of any applicable laws and regulations in relation to bribery and corruption and ABC Policy or the requirements.
6. I acknowledge that the provisions set out in this declaration form shall form part of the terms and conditions of the contract of/for service or employment contract entered between us.
7. I further irrevocably grant the Group with the right to suspend or terminate the contract of/for service or employment contract entered between us and disqualify me from the application for employment or for appointment as Officer in the Group if I am found to have breached any applicable laws and regulations in relation to bribery and corruption and ABC Policy or the requirements or any other terms and conditions implemented by the Group pursuant to the contract of/for service or employment contract entered between us.
8. I shall indemnify and keep indemnified the Group and its directors and officers against any and all loss, injury, damages, costs and expenses sustained by the Group and its directors and officers arising out of any breach by me of any applicable laws and regulations in relation to bribery and corruption and ABC Policy or the requirements, and at the request of the Group I shall provide all such reasonable assistance as the Group may require to enable the Group to resist any action, claim or proceeding brought against the Group as a consequence of any such breach.
9. I undertake to provide all information required by the Group before and after appointment as Officer or Employee in relation to the due diligence for onboarding process and continuous due diligence process implemented by the Group.

10. I shall put in adequate effort and endeavour to assist the Group in the implementation of ABC Policy to ensure the compliance of the same by the Business Associates whom I have direct dealings and contact with.

Signature	
Name and Position	
Date	

DS SIGMA HOLDINGS BERHAD
[Registration No. 202101030362 (1430662-K)]
(Incorporated in Malaysia)

**SUPPLIER AND BUSINESS ASSOCIATE ANTI-BRIBERY AND CORRUPTION (“ABC”)
COMMITMENT AND DECLARATION FORM**

1. We are the contractors / vendors / suppliers / solicitors / agents / consultants / joint venture partners / introducers / government intermediaries (“**Business Associate**”) of DS Sigma Holdings Berhad (“**the Company**”) and its subsidiaries (collectively referred to as the “**Group**”).
2. We acknowledge that a copy of the ABC Policy was received from the Group and that we fully and thoroughly understand the documents provided to us.
3. We hereby declare that we are committed and will comply with:
 - (i) All applicable laws and regulations in relation to bribery and corruption and the Group’s ABC Policy.
 - (ii) The following ABC principles:
 - a) Committed to promote values of integrity, transparency, accountability and good corporate governance and comply with the principle of zero-tolerance on any and all forms of Gratification as well as applicable Anti-Bribery and Corruption laws and regulations.
 - b) Prevention of bribery and corruption and fighting any form of bribery and corruption practice.
 - c) Supporting ABC initiatives led by the Group, government and the authorities.

*(hereinafter collectively referred to as “**the requirements**”)*
4. We have not been convicted nor are we subject to any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach of any applicable laws and regulations in relation to bribery and corruption and ABC Policy or the requirements and will report any actual or suspected breach as soon as reasonably practicable and to the extent permitted by the law, to the Group.
5. We undertake to promptly inform the Group of any breach and/or alleged/suspected breach of any applicable laws and regulations in relation to bribery and corruption and ABC Policy or the requirements and cooperate with the Group in any investigation of such breach. We further irrevocably grant the Group the right to audit on us in the event of any breach and/or alleged/suspected breach of any applicable laws and regulations in relation to bribery and corruption and ABC Policy, or the requirements.
6. We acknowledge that the provisions set out in this declaration form shall form part of the terms and conditions of the order and/or our appointment and/or contract of service and/or supply agreement.
7. We further irrevocably grant the Group with the right to suspend or terminate any order / contract / agreement / job and disqualify me from provision of service and/or supply of goods and/or bid / tender for the supply of goods and/or service if we were found to have breached any applicable laws and regulations in relation to bribery and corruption and ABC Policy or the requirements or any other terms and conditions implemented by the Group pursuant to the contract of/for service or employment contract entered between us.
8. We shall indemnify and keep indemnified the Group and its directors and officers against any and all loss, injury, damages, costs and expenses sustained by the Group and its directors and officers arising out of any breach by us of any applicable laws and regulations in relation to bribery and corruption and ABC Policy or the requirements and at the request of the Group we shall provide all such reasonable assistance as the Group may require to enable the Group to resist any action, claim or proceeding brought against the Group as a consequence of any such breach.
9. We undertake to provide all information required by the Group before and after our acceptance as Business Associate of the Group in relation to the due diligence for onboarding process and continuous due diligence process implemented by the Group.

10. We shall put in place adequate communication methods and channels within the Group to create awareness and promote compliance with any applicable laws and regulations in relation to bribery and corruption and ABC Policy or the requirements.

Signature of Authorised Person	
Name of Company's Authorised Person and Position	
Company Name	
Company Seal/Stamp	
Date	