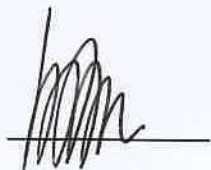


ANTI – BRIBERY AND CORRUPTION POLICY

APPROVED BY,



DIRECTOR

CHIN YU LAY

ANTI – BRIBERY AND CORRUPTION POLICY

**REACH TEN
GROUP**

1.0 OBJECTIVE

This Anti-Bribery and Corruption Policy (the “**Policy**”) sets out Reach Ten Holdings Berhad (the “**Company**”) and its subsidiaries (collectively known as the “**Group**”) principles in dealing with solicitation, bribery and other corrupt activities and related issues that may arise in the Group’s course of business. The Group adopts a zero-tolerance approach to any forms of bribery and corruption and is committed to practice the highest level of integrity and ethics in its business activities.

This Policy is drafted in accordance to the Guidelines on Adequate Procedures pursuant to subsection (5) of Section 17A under the Malaysian Anti-Corruption Commission Act 2009 (Act 694) (as amended under the Malaysian Anti-Corruption Commission (Amendment) Act 2018) (“**MACC Act 2009**”).

The Policy applies to all employees and directors of the Group (including temporary positions) and/or any person(s) associated with the Group. As defined under Section 17A of the MACC Act 2009, “associate” in relation to a person means:

- (a) Any person who is a nominee or an employee of such person;
- (b) Any person who manages the affairs of such person;
- (c) Any organisation of which such person, or any nominee of his, is a partner, or a person in charge of, or is in control of, or has a controlling interest in its business or affairs;
- (d) Any corporation within the meaning of the Companies Act 2016, of which such person, or any nominee of his, is a director in charge of or is in control of its business or affairs, or which such person, alone or together with any nominee of his, has or have a controlling interest, or shares to the total value of not less than thirty per centum of the total issued capital of the corporation; or
- (e) The trustee of any trust, where:
 - i. The trust has been created by such person; or
 - ii. The total value of the assets contributed by such person to the trust at any time, whether before or after the creation of the trust, amounts, at any time, is not less than twenty per centum of the total value of the assets of the trust.

2.0 DEFINITION OF CORRUPTION, BRIBERY AND GRATIFICATION

Bribery and corruption refer to any kind of action which would be considered as an offence of giving or receiving ‘gratification’ as defined under MACC Act 2009. It is a direct or indirect offer to give or receive gratification or anything of value with the intention of corruptly influencing the behaviour of someone to obtain or retain commercial, contractual, regulatory or personal advantage.

Corruption is a form of dishonesty or criminal offence undertaken by a person or an organisation entrusted with a position of authority, to acquire illicit benefits or abuse their given power for one’s personal gains.

Bribery is a subset of corruption. It typically involves some form of transaction or transfer of value in exchange for doing something or refusing to do something. A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

Gratification means:

- (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 from any actions or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise of the forbearance from the exercise of any rights or any official power or duty; and
- (g) Any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the means in any preceding from paragraphs (a) to (f) above.

3.0 CONFLICT OF INTEREST

A conflict of interest can arise in situations where an employee is in the position to influence a decision that may result in personal gain for the employee, his/ her family members, friends and/or the Group.

All employees should avoid situations in which personal interest could conflict with their professional obligations or duties. Employees must not use their position, official working hours, the Group's resources and assets, or any information made available to them for their personal gains or to the Group's disadvantage.

The Group's Code of Business Conduct ("COBC") sets out the procedures on how to deal with conflicts of interests arising with a selected group of individuals and entities, including:

- i. Dealing with suppliers, customers, agents and competitors;
- ii. Personal dealings with suppliers and customers;
- iii. Outside employment and activities outside the Group ;
- iv. Board membership;
- v. Family members and close personal relationships; and
- vi. Investment activities.

Employees are required to declare the matter in accordance with the Human Resources Policy Handbook Manual Guide.

4.0 GIFTS, CORPORATE HOSPITALITY AND ENTERTAINMENT

4.1 Gifts

The Group adopts a 'No-Gift Policy' whereby all employees shall not be accepting from or be giving any gift(s) to any third parties that may have direct or indirect business interest with the Group. Any forms of gifts be it in cash or cash value (e.g., vouchers, coupons, loans, commissions, etc.) are strictly prohibited.

The Group requires all employees to abide by this Policy in order to avoid conflict of interest between the Group and the person(s) associated, as gifts can be seen as a bribe that may tarnish the Group's reputation or be in violation of the MACC Act 2009.

However, there are some exceptions whereby receiving and providing gifts are allowed and is stated as in the following situations:

Token gifts with an approximate or actual value amounting to not more than RM1000 provided the offering/ acceptance of such gifts would not place the employees (including directors) in a position where if offering/ refusing the gift would jeopardize business relationships with customers. Token gifts are gifts offered or accepted in the form of e.g., vouchers, cash or in cash value, or in any other form, etc.

Aside from token gifts, festive season gifts, be it in the form of giving/ accepting, are acceptable, should the approximate or actual value of such gifts (e.g., festive hampers, festive gift packs, etc) amounts to not more than RM1000.

Any Token or Festive Gifts received shall be shared with colleagues or placed at common area(s) in the office for all employee's consumption.

In the event that any such gifts exceed the stated amount as permitted in this Policy, approval from the Managing Director or any one (1) of the Executive Directors must be obtained before giving/ receiving such gifts. Further, employees are required to declare all the aforementioned gifts received to the Human Resource ("HR") Department every quarter by filling in the Gifts, Entertainment and Corporate Hospitality Declaration Form.

In addition to Token & Festive Gifts, Corporate Gifts from the Group, or external parties in relation to official events, functions, trainings, and celebrations (e.g., door gifts, corporate mementos, etc.) with an

approximate or actual value amounting to not more than RM1000 are also required to be declared to the HR Department accordingly.

Further, this sort of gifts giving shall be subjected to the Managing Director or Executive Director's approval whereby the gifts-giving are solely Company's corporate gifts (bearing Company's Name or Logo) and used mainly as a business courtesy or where the gifts are distributed during a corporate event/function. All expenses incurred to provide such corporate gifts must be properly kept, documented and recorded by the HR Department and

Accounts Department for audit and records purposes.

Any gifts which violate any of the 'No-Gift Policy' terms must be politely declined and requested that the external parties' kindly understand and adhere with this Policy.

4.2 Corporate Hospitality and Entertainment

The Group strictly prohibits employees (including directors) from soliciting corporate hospitality (including travelling) and entertainment nor are they allowed to accept hospitality (including travelling) and entertainment that is excessive, inappropriate or given in response to, in anticipation of, or to influence a favourable business decision from parties engaged in a tender or competitive bidding exercise.

The Group recognises that the occasional acceptance or giving of an appropriate level of hospitality (including travelling) and entertainment given in the normal course of business is usually a legitimate contribution to building appropriate networks and good business relationships. Accordingly, the Group's employees and directors may accept or provide corporate hospitality and entertainment for legitimate business purposes such as strengthening business relationships. Accepting or providing hospitality (including travelling) and entertainment is permitted with the approval of the Managing Director or Executive Directors, only if it is occasional, is reasonably related to legitimate business purposes and is not given/ received to influence or perceived to influence the outcome of any business decisions.

A gift or gift giving in the form of Corporate Hospitality (including travelling) and Entertainment whether offering or accepting must be of an approximate or actual value amounting to not more than RM1000 per transaction.

Employees shall notify HR Department and seek approval from the Managing Director or Executive Directors before pursuing any forms of corporate hospitality and entertainment. Such approval will be at the sole discretion of the Managing Director or Executive Directors and only after obtaining said approval, are the employees permitted to proceed with the acceptance or giving of such corporate hospitality. Any corporate hospitality (including travelling) and entertainment offered or received shall

be declared to the HR Department every quarter using the Gifts, Entertainment and Corporate Hospitality Declaration Form. All expenses incurred to provide corporate hospitality and entertainment must be properly kept, documented and recorded by the HR Department and Accounts Department for audit and records purposes.

4.3 Donations and Sponsorships

The Group only allows for charitable donations and sponsorships for legitimate reasons as permitted by the existing laws and regulations. Donation and sponsorship activities 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 or money laundering activities.

All donations and sponsorships request must be carefully assessed for legitimacy and not be made to improperly influence a business outcome. The proposed recipient must be a legitimate organisation and appropriate due diligence must be conducted, in particular to ascertain that the benefits will indeed reach the intended recipients whilst the programme should also meet the intended objectives.

The Group does not make or offer monetary or in-kind political contributions to any beneficiary who is controlled or influenced by any political parties, political party officials or candidates for political offices.

4.4 Facilitation Payment

Facilitation payments are payments with the purpose of expediting or facilitating the performance by a person performing a routine or administrative duty or function. These payments are intended to influence only the timing of the person's actions but not their outcome. Facilitation payments need not involve cash or other financial asset, it can be any sort of advantage with the intention to influence them in their duties.

The Group prohibits accepting or obtaining (either directly or indirectly) any kinds of facilitation payments from any person for the benefit of the employee or for any other person. The reason underlying this prohibition is that facilitation payment is seen as a form of bribery and corruption.

All employees must not offer, promise, give, request, accept or receive anything which might reasonably be regarded as a facilitation payment. If an employee receives a request or is offered facilitation payments, he/ she must immediately report such incident(s) to the HR Department, Managing Director and Executive Directors.

5.0 CONTROL MEASURES

The Group adopts the following control measures as part of its efforts to prevent corruption risks in its business dealings.

5.1 Due Diligence

Due diligence serves as a checking point when making any decisions whether to pursue or continue a business relationship with any external party i.e., potential and existing customers, suppliers, business contacts, agents, advisers, government and public bodies, etc.). Methods for due diligence exercises may include but is not limited to the following:

- Background checks on the person or entity through web searches, searches in Companies Commission of Malaysia (“**CCM**”), external databases and screening tools/ solutions;
- Verification of supporting documents;
- Conducting interview(s) with the person or entity to be appointed; or
- Any other methods or mechanisms so long as the same is permitted by the law.

Any unsatisfactory outcome pursuant to the due diligence process shall be treated as red flags for potential corruption risk(s) by the Group. Based on the results, the Group reserves the right to either decline, suspend or terminate said relationship with the relevant external party.

5.2 Obtaining Declaration from External Parties

External parties (i.e., potential and existing customers, suppliers, business contacts, etc.) shall be made aware of this Policy and encourage to complete the External Party Declaration Form that:

- They understand and will comply with all applicable laws and regulations relating to this Policy.
- They have not been convicted nor is subjected to any investigations, inquiries or enforcement proceedings by the relevant authorities for any actual or suspected breach and will report any actual or suspected breach as soon as reasonably practicable and to the extent permitted by the law, to the Company.
- They undertake to immediately prompt the Company in the case of any breach and/or alleged/ suspected breach of the requirements and cooperate with the Group in any investigation(s) of such breach involving the Group’s employee.
- They acknowledge that the provisions set out in the declaration form shall form part of the terms and conditions of their contract/ agreement.
- They further acknowledge that the Group has the right to suspend or terminate their contract/agreement and disqualify them from future contracts/ agreements if they were found to have breached the requirements or any other terms and conditions which may be implemented by the Group pursuant to the contract/ agreement.

5.3 Obtaining Acknowledgement from the Employees

All the employees of the Group shall be made aware of this Policy. This Policy shall be distributed to the existing and newly hired employees via by any electronic means and displayed on the notice board in the office. The employees are also required to declare on their acknowledgement their receipt and understanding of this Policy via Acknowledgement Form as attached herewith as “**Appendix A**”.

5.4 Screening of Potential Employee Candidate’s Background

Background checks shall be conducted on a potential employee candidate prior to employment offer. This is to ensure that the potential employee has not been convicted of any bribery or corruption case(s). In line with this, background checks shall include (non-exhaustive) past employment, education, referee, etc.

5.5 Separation of Duties and Delegation of Authorities

The Group shall ensure there is no specific or one (1) employee has exclusive control over an area of financial operations of the Group.

As a general principle, all transactions initiated by any functional department must be reviewed and approved by the Managing Director or an authorised personnel member, in line with the approved limit of authority as endorsed by the Board. All employees are expected to be familiar with and adhere to their respective authorisation limits. Each department is responsible for maintaining complete, accurate, and up-to-date records of all transactions and expenditures made on behalf of the Group.

In addition, all forms of payment must be approved by the Managing Director or an authorised personnel member, in accordance with the board resolution and subject to the authorised bank signatories.

5.6 Reporting Channel

Employees shall discuss any potential bribery or corruption situation with the Managing Director, any Director or the HR Manager of the Company as soon as possible, to determine and to undertake the next course of action(s).

As for personnel of external parties, they are encouraged to report on instances of bribery, corruption or any other suspicious activity or wrongdoing. Reports shall be made in good faith, either anonymously or otherwise, and shall be placed in a sealed envelope marked “Strictly Private and Confidential” and addressed to the Company, AT612 LEVEL 6, TOWER A1, ICOM SQUARE, JALAN PENDING , 93450 KUCHING SARAWAK or alternatively send an email to complaint@reach10.com. or Audit Committee Chairman, email address armc@reach10.com

6.0 RECORDS RETENTION

The Group will maintain written records which contains evidence of the due diligence that has taken place and sets out that any risk(s) identified in the course of the due diligence process, have been carefully considered and mitigated as practically as possible.

All records, whether financial and non-financial related, shall be retained for not more than seven (7) years.

7.0 REPORTING

Any employee who knows of, or suspects, a violation of this Policy, is encouraged to report the incident/ violation through the established mechanism set out in Section 5.6 – Reporting Channel of this Policy. Reports shall be made in good faith, either anonymously or otherwise, and in a timely manner. No individual will be discriminated against any sort or manner of retaliation for raising genuine concerns or reporting in good faith on a violation or suspected violation of this Policy. All reports will be treated with strict confidentiality.

8.0 CORRUPTION RISK MANAGEMENT

8.1 Corruption Risk Management (“CRM”)

CRM is a management process that helps to identify and control weaknesses that may facilitate corruption. It provides a framework for all employees to take part in identifying potential risk factors and treatments; and embeds corruption prevention deeply within the Group’s operating environment.

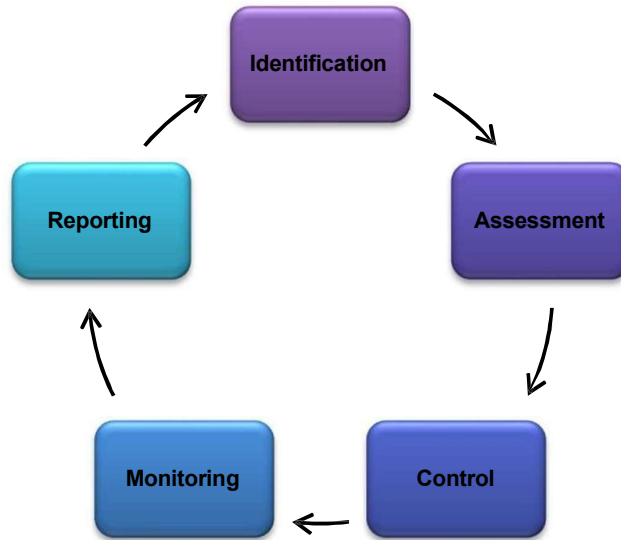
8.2 Risk Management Approach

The risk-based approach helps the Group to focus on key processes or activities that has a higher risk of exposure to potential corruption. These guidelines encourage a top-down approach where critical risks are linked to the strategic goals and objectives of the Group.

CRM focuses on analysing root causes, it’s impact to the Group and risk treatment plans. In the event if a corruption does occur, the short and long-term consequences for the Group includes, amongst others:

- Loss of reputation
- Loss of customer’s confidence
- Wasted resources and finances in the event of an investigation by MACC
- Hampered employee’s morale

8.3 Corruption Risk Assessment Process



8.3.1 Risk Identification

Potential corruption and bribery risks in the Group’s processes, activities, and systems are identified.

8.3.2 Risk Assessment

Root cause(s), likelihood of occurrence and consequences of the identified risks are determined, which serves as an input for risk evaluation and decision making on whether the risks identified needs to be treated and further to apply the most appropriate risk treatment strategies and methods.

8.3.3 Risk Control

Effectiveness of the existing control strategies/ methods for the identified risks shall be periodically evaluated. Additional and improved control measures shall be identified and implemented for risks that are classified as high-risk cases and for existing control strategies/ methods which are ineffective.

8.3.4 Monitoring

The identified risks as well as its controls and action plans shall be continuously reviewed for appropriateness. An effective monitoring process is essential in detecting and correcting any deficiencies in the departmental policies and procedures.

8.3.5 Reporting

The reporting of any corruption risk shall be immediately or upon seven (7) working days from the date of occurrence.

9.0 AWARENESS AND TRAINING AND COMMUNICATION

This Policy is made publicly available in the Group's website and has been and ongoingly will be formally communicated to all employees (including directors).

The Group conducts awareness programmes for all Employees to refresh awareness of antibribery and anti-corruption measures, and to continuously promulgate integrity and ethics. This includes the online COBC training, assessment and attestation.

In addition, the Group provides anti-bribery and anti-corruption training to:-

- a. New recruits; and
- b. Employees promoted / transferred to Exposed Positions.
- c) Group Compliance & Integrity may at any time recommend that certain trainings be repeated to any Employee / Group of Employees in any operating unit / Region if deemed necessary based on circumstantial requirements.

10.0 REVIEW AND AMENDMENT TO THE ANTI-BRIBERY AND CORRUPTION POLICY

This Policy will be updated, amended or revised from time to time to ensure its adequacy in implementation.

Appendix A

ACKNOWLEDGEMENT OF ANTI-BRIBERY AND CORRUPTION POLICY

I, _____, NRIC No. / Passport No. _____ hereby declare that I have read, understood and agreed to comply with the Anti-Bribery and Corruption Policy (“**Policy**”) of Reach Ten Holdings Berhad (the “Company”) and its subsidiaries (collectively known as the “Group”) required of me in relation to the Policy. I will abide by the requirements and provisions set out in the said Policy which shall be read together and forms part of my employment contract with the Group and the Malaysian Anti-Corruption Commission Act 2009.

I acknowledge that any failure by me to comply with the Policy may result in disciplinary action, up to and including termination of employment, taken against me.

I declare that all information provided herein is, to the best knowledge and belief, true, complete and accurate.

Signature : _____

Full Name : _____

Designation : _____

Date : _____

The signed original copy of this acknowledgement form shall be kept inside each employee’s Personal File.

The Policy is the property of the Group and shall be shared via all the accessible electronic media and a hard copy of the same will be placed at the notice board and general office for any employee to refer to.