

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

This Policy applies to LEFORM BERHAD (the “Company”), all its subsidiaries (collectively referred to the “Group”)

1.0 Policy Commitment

- 1.1** This anti-bribery and anti-corruption policy (“**ABAC Policy**”) sets out the responsibilities of directors and employees of the Group (All employees, whether fixed-term, temporary or permanent including secondees and interns) and the Persons Associated with the Group in regards to observing and upholding the Group’s zero-tolerance position on bribery and corruption (See Annexure for definition of “**Persons Associated**”).
- 1.2** The ABAC Policy exists to act as a source of information and guidance for directors and employees of the Group and Persons Associated to help them recognise, deal with and understand their responsibilities in connection with offences relating to the corrupt giving, agreement to give, promises or offers any gratification whether for the benefit of the employee or Person Associated or another person with the intent to obtain or retain business for the Group or to obtain or retain an advantage in the conduct of business for the Group.
- 1.3** The Group is a commercial organisation subject to the law on Corporate Liability as covered under Section 17A, Malaysian Anti-Corruption Commission Act, 2009 (“**MACCA**”) and the Companies Act, 2016.
- 1.4** 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.
- 1.5** Failure to comply with this Policy, may lead to disciplinary action and criminal liability for the individual(s) involved.

2.0 Policy Statement

- 2.1** The Group is committed to conducting business in an ethical and honest manner and is committed to implementing and enforcing systems that ensure bribery is prevented. The Group has zero-tolerance for bribery and corruption activities which will expose the Group to reputational and legal risk. We are committed to acting professionally, fairly and with integrity in all business dealings and relationships, where we operate, within or outside of Malaysia.
- 2.2** The Group will uphold all laws relating to anti-bribery and corruption in all jurisdictions in which we operate. We are bound by the MACCA in regards to our conduct both in Malaysia and abroad.
- 2.3** Any person commits an offence under sections 16, 17, 20, 21, 22 and 23 of the MACC Act shall be on conviction be liable to:-

- a) Maximum twenty (20) years imprisonment; and
 - b) A minimum fine of RM10,000.00 or five (5) times the value of the gratification where such gratification is capable of being valued or is of a pecuniary nature, whichever is higher.
- 2.4** If a commercial organisation is found guilty under Section 17A, the penalty under Section 17A (2) is a fine of not less than 10 times the value of the bribe or RM 1 million, whichever is higher, or imprisonment for up to 20 years, or both.
- 2.5** The Group and its employees will not offer or pay anything of value or accept any gratification for any purpose whether directly or indirectly or through any Person Associated to improperly influence any act or decision relating to the Group (see Annexure for definition of “Gratification”). For all our employees and Person Associated, we will carry out *Anti-Bribery & Anti-Corruption: Due Diligence Checklist* based on bribery and corruption risk assessment and ensure their commitment to ethical and lawful conduct.
- 2.6** The Group will exercise caution when interacting with officials of public bodies and will not offer any gratification to any officers of public bodies, whether local or oversea (see Annexure for definition of “Public Bodies”).
- 2.7** The Group strictly prohibits the making of facilitation payments and will not agree to make such payments for and on behalf of anybody (see definition of “Facilitation Payments” in Annexure).
- 2.8** 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, employees involved are to abstain from negotiations, decision making or assessments. Employees are not to use their position, official working hours, company resources and assets or information available to them for personal gain or to the Group’s disadvantage. Where the situation is unavoidable, the employee is to make a declaration in *Declaration of Conflict of Interest Situations Form* and may proceed subject to consent being obtained from the Board of Directors of the Company.

3.0 Applicable Parties

The ABAC Policy applies to all persons associated with the Group but is not limited to:

- (a) Board of Directors and committee members at all levels;
- (b) Officer or partner of the Group;
- (c) All employees, whether fixed-term, temporary or permanent including secondees and interns;
- (d) All vendors / external providers under contract / purchase value above **1 million** per order / yearly order **12 million**;
- (e) Customers (acknowledgement in writing that they have read, understood and abide the Policy)

wherever located within Malaysia or abroad.

All parties named above shall acknowledge in writing that they have read, understood and will abide by the ABAC Policy. All business partners / external provider / vendors who are categorised on the above shall acknowledge the *Anti-Bribery & Anti-Corruption Declaration Form for Person Associated* before any work can commence. The acknowledgement shall be documented and retained by the Human Resources Department (“HRD”) / Managing Director (“MD”) for the duration of the employees’ service with the Group. For Persons Associated, the acknowledgement shall be retained by the HRD / MD.

4.0 Exceptional Condition and Expectation

4.1 Gifts & Hospitality

4.1.1 The Group accepts customary and appropriate gestures of hospitality and goodwill (whether given to / received from third parties) so long as the giving or receiving of gifts meets the following requirements:

- It is not made with the intention of influencing the party to whom it is being given, to obtain or reward the retention of a business or business advantage, or as an explicit or implicit exchange for favours or benefits;
- It is not made with the suggestion that a return favour is expected;
- It is in compliance with local law;
- It is given in the name of the company, not in an individual’s name;
- It does not include cash or a cash equivalent (e.g. gift vouchers or gift certificates);
- It is appropriate for the circumstances (e.g. small gifts exchange during festive seasons or official meetings / visits);
- It is of an appropriate type and value and given at an appropriate time, taking into account the reason for the gift;
- It is given / received openly, not secretly;
- It is not selectively given to a key, influential person, clearly with an intention of directly influencing him / her;
- It is not above a value of RM5000.00;
- It is not offered to, or accepted from, an officer of a public body or representative of politician or political party, unless prior approval of the MD is obtained.

4.1.2 Where it is inappropriate to decline the offer of a gift, the gift may be accepted so long as it is declared to the MD, who will assess the circumstances. All gifts given and received, regardless of whether from suppliers, clients or investee companies, should be disclosed via the *Gift & Hospitality Declaration Form*.

4.1.3 The Group recognises that the practice of giving and receiving business gifts varies between countries, regions and cultures. Kindly refer to the Group Gift and Hospitality Policy as to what is acceptable and not acceptable. Where there is any uncertainty, advice should be sought from the MD.

4.2 Facilitation Payments & Kickbacks

4.2.1 The Group does not accept and will not make any form of facilitation payments of any nature and at whoever request (see Annexure for definition of “Facilitation Payments”).

4.2.2 The Group does not allow kickbacks to be made or accepted (see annexure for definition of “Kickbacks”).

4.3 Charitable Contributions & Sponsorships

4.3.1 The Group accepts and encourages the act of philanthropy and donation to charities, whether through services, knowledge, time or direct financial contributions in cash or otherwise. The Group will disclose all charitable contributions it makes.

4.3.2 The Group recognises that solicitation for sponsorships from charitable organisations, sports bodies, welfare associations, community projects, environmental causes, club / association dinners, staff parties, etc, may happen from time to time.

4.3.2 Employees must be careful to ensure that charitable contributions or sponsorships are not used to facilitate or conceal acts of gratification or given in order to secure a commercial advantage. Employee shall perform background screening on the organisation to ensure they are legitimate charitable organisation via **Anti-Bribery & Anti-Corruption: Due Diligence Checklist**.

4.3.3 All charitable contributions and sponsorships should be reported to MD via the use of the **Gift & Hospitality Declaration Form**.

4.4 Political Contributions

The Group will not make donations, whether in cash, kind or any other means, to support any political parties or candidates recognising that any contributions may be perceived as an attempt to gain an improper business advantage.

5.0 Responsibilities of Employees and Persons Associated

5.1 As an employee of the Group or Person Associated, you must ensure that you read, understand and comply with the information contained within this policy, and with any training or other anti-corruption information you are given.

5.2 All employees of the Group or Persons Associated are responsible for the prevention, detection and reporting of gratification given or received. You are to avoid any activities that could lead to, or imply a breach of, this ABAC Policy.

- 5.3** If any employee or Person Associated has reason to believe or suspect that an instance of gratification has occurred or will occur in the future that may be in breach of this ABAC Policy, you must notify the MD or immediately via the ***Whistle Blowing Form***.
- 5.4** Any employee or Person Associated found to be in breach of the Group's ABAC Policy will face disciplinary action and could face dismissal for gross misconduct. Fines imposed by the employee or Person Associated will not be paid by the Group and the Group reserves the right to terminate a contractual relationship with the affected employee or Person Associated.
- 5.5** The Group will not condone the action of, nor to be held liable for, any Person Associated who may have made any gratification whilst acting for the Group, whether with or without the Group's knowledge. Therefore, proper due diligence of all employees and Person Associated via ***Anti-Bribery & Anti-Corruption: Due Diligence Checklist*** representing the Group will be undertaken before the Group engages or enters into business relationships with any such Person Associated. The MD shall review and approve the due diligence checklist. Where non-compliance with the Group's ABAC Policy has been confirmed any Person Associated who had violated the said policy, any contractual relationship will be terminated. Further legal action may also be taken in the event the interest of the Group has been harmed by the action of the Person Associated arising from the non-compliance.

6.0 Raising Concerns and Incidence Reporting

- 6.1** If you suspect that there is an instance of gratification or any bribery or corruption activities that had occurred or will be occurring in relation to the Group, you are encouraged to raise your concerns as early as possible.
- 6.2** If you are uncertain whether a certain action or behavior can be considered as gratification you should speak to the MD.
- 6.3** Concerns or Incidence Reporting can be made via:
- a) The ***Whistle Blowing Form*** which can be easily downloaded from the Group website.
 - b) MD, email address: ktlaw@leform group.com.my
 - c) Chairperson of ARMC, email address: complaints_ceo@leformgroup.com.my
 - d) Telephone to: 03 – 60990666 (Monday – Friday: 9.00AM – 5.30PM)
 - e) Send directly to the HQ:
Attention to: MD or Chairperson of ARMC (*select which applicable*)
PT16077 and PT16078, Jalan Kesidang 4, Kawasan Perindustrian Sungai Choh,
48200 Serendah, Selangor Darul Ehsan.
- 6.4** The Group will train and make known to all employees and Persons Associated with its Whistle Blowing procedures.

- 6.5** If you are exposed to the following, you are advised to immediately report to the MD as soon as possible
- offered gratification by anyone;
 - if you are asked to give / promise to make gratification;
 - If you suspect that you may be offered gratification in the future;
 - If you suspect that you may be asked to give gratification in the future; or
 - If you have reason to believe that you are a victim of any corrupt activity

7.0 Protection

- 7.1 The Group understands that you may feel worried about possible detrimental treatment if you refuse to accept or offer gratification or participate in such conduct or if you report a concern or incident or questionable conduct relating to potential act(s) of gratification. The Group will support anyone who raises concerns in good faith under this ABAC Policy even if investigations find the incident to be one of mistaken circumstance.
- 7.2 The Group will ensure that no one suffers any detrimental treatment as a result of refusing to accept or offer gratification or because you reported concern or incident relating to potential act(s) of gratification.
- 7.3 Detrimental treatment refers to repercussions, reprisals, victimisation, retaliation, discrimination, harassment, intimidation, threats, demotion, suspension, adverse or unfavorable treatment or subject to disciplinary action in relation to the individual who makes the report.
- 7.4 If you have reason to believe that you have been subjected to detrimental treatment as a result of a concern or refusal to accept gratification, you should inform the MD immediately.
- 7.5 Any employees of the Group found to have deliberately acted against the interest of a person who has in good faith reported a violation or possible violation of the ABAC Policy shall be subject to disciplinary action including demotion, suspension, dismissal or other actions, and may include legal action and reporting to the authorities or police.

8.0 Training and Communication

- 8.1 The Group will provide training on this ABAC Policy as part of the induction process for all new employees. Employees will also receive regular, relevant training on how to adhere to the Group's ABAC Policy and will be asked annually to affirm that they formally accept and agree to comply with the ABAC Policy.
- 8.2 The Group's ABAC Policy and zero-tolerance principle will be clearly communicated to all Persons Associated at the onset of business relations and as appropriate thereafter.

- 8.3 The Group will provide relevant Anti-Corruption training to employees and Persons Associated where it feels their knowledge of how to comply with the MACCA needs to be enhanced.

9.0 Record-Keeping

- 9.1 The Group will keep detailed and accurate financial records and will have appropriate internal controls in place to govern all payments made. We will keep written records of the amount and reason for hospitality or gifts accepted and given and accept that the gifts and acts of hospitality are subject to managerial review.
- 9.2 All such documents shall be retained for at least 7 years.

10.0 Monitoring and Review

- 10.1 The Board of Directors of the Company is responsible for monitoring the effectiveness of this ABAC Policy and will review the scope, policies, procedures, controls and implementation of it on a regular basis to assess its suitability, adequacy and effectiveness in view of the risks faced by the Group.
- 10.2 All levels of employees are responsible to control the risk of gratification.
- 10.3 Internal control systems and procedures designed to prevent gratification are subject to regular audits to ensure they are effective in practice.
- 10.4 The Group's ABAC Policy does not form part of an employee's contract of employment and the Group may amend it at any time so as to improve its effectiveness at combatting corruption.
- 10.5 Regular audits shall be conducted to ensure compliance with this policy. Such audits may be conducted internally or by an external party and the report of the audit will be tabled to the Board of Directors for notation or remedial action, where necessary.
- 10.6 Risk Management Department will conduct regular risk assessments to identify the bribery and corruption risks facing the business, set anti-bribery and corruption objectives and assess the effectiveness of existing controls in achieving those objectives.

The Board and senior management of the Company will review the ABAC policy once every three (3) years to ensure its effectiveness and consistency with the applicable legislation and regulatory requirements, reputational demands and changes in the business.

Revised on 23 May 2024.

ANNEXURE

Definitions

1.0 Commercial Organisation

A commercial organisation as referred to under Section 17A of MACCA includes:

- (a) A company incorporated under the Companies Act, 2016 and carries on a business in Malaysia or elsewhere;
- (b) Partnership set up under Partnership Act, 1961 including limited liability partnerships under the Limited Liability Partnership Act, 2012 and carried on a business in Malaysia or elsewhere;
- (c) Any company, wherever incorporated and carries on a business or part of a business in Malaysia; and
- (d) Any partnership wherever formed and carries on a business or part of a business in Malaysia.

2.0 Persons Associated

Person Associated means a person who performs services for or on behalf of a commercial organisation which includes third-party service providers, agents or representatives of the commercial organisation such as consultants, contractors, trainees and interns, seconded staff, volunteers, home workers, casual workers, sponsors or any other person or persons associated with the commercial organisation.

In the context of the Group's ABAC Policy, Persons Associated refers to any individual or organisation that the Group meets and works with and includes actual and potential clients, suppliers, distributors, business contacts, agents, advisers, consultants and government and public officers and other public parties.

Any arrangements made by the Group with a Person Associated is subject to clear contractual terms, including specific provisions requiring the Person Associated to comply with the ABAC Policy standards and procedures relating to anti-bribery and corruption.

3.0 Gratification

3.1 Means (*Section 3 of MACCA 2009*)

- (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.

3.2 Gratification refers to the act of soliciting, giving, receiving, offering, promising “something of value” or of an advantage so as to secure, induce, reward, influence an action or decision or keep an improper or unfair advantage.

3.3 Gratification can be solicited, offered, paid or received in relation to inducement or reward directly or indirectly through third parties. Indirect or third parties may include relatives, associates, favorite charity, private business, political party or election campaign. “Relatives” & “Associates” are as defined under Section 3 of MACCA 2009.

3.4 Something of value in not only cash but can include (but not limited to) cash equivalents, as defined in para 3.1 above and may also include titles of distinction, promises, sexual or other favours, shares, information, entertainment, travel or any similar advantage.

3.5 Gratification can be presumed when the solicitation, offer, receipt or giving is done with corrupt intent. *Section 50 of MACCA 2009*

3.6 Gratification includes solicitation, offer, receipt or giving of facilitation payments.

4.0 Corruption

Corruption is defined as the giving or receiving of gratification through the misuse of office or power as a means to induce or reward unlawful or improper behavior that seeks to gain or secure an advantage for a person or his associates. Corruption is illegal.

5.0 Bribery

Bribery means the giving or receiving of an unearned reward or something of value, financial or otherwise in exchange or to influence one’s behavior to do or not to do any act or an inducement to obtain improper gain personally, commercially, regulatory or contractually. Bribery is illegal.

6.0 Facilitation Payments

Means payments made to Person Associated to expedite or secure routine action or to avoid bureaucratic delays. Facilitation payments are illegal.

7.0 Kickbacks

The return of a sum already paid or due, as a reward for awarding of furthering business.

8.0 Public Bodies

“Public bodies” include any Federal or State Government of Malaysia, local authorities, town or city councils, any society incorporated under the Societies Act, 1966, any sports body set up under

the Sports Development Act, 1997, any co-operative society under the Co-operative Societies Act, 1993, any trade union established under the Trade Unions Act, 1959, any youth society set up under the Youth Societies & Youth Development Act, 2007 and any company or subsidiary company in which any of the public bodies has controlling power or interest.

9.0 Officer of a public body

Officer of a public body means any person who is a member, an officer, an employee or a servant of a public body, and includes a member of the administration, a member of Parliament, a member of a State Legislative Assembly, a judge of the High Court, Court of Appeal or Federal Court, and any person receiving any remuneration from public funds, and, where the public body is a corporation sole, includes the person who is incorporated as such.

10.0 Gifts & Hospitality

Gifts mean physical items which can be perishable or non-perishable. Gifts should never be in the form of cash or cash equivalents such as gift certificates, stocks, bonds, and virtual currency.

Hospitality means the care of guest, which may include refreshments, accommodation and entertainment at a restaurant, hotel, club, resort, convention center, concert, sporting event or other venues such as company officers, with or without the presence of the host, provision of travel, provision of guides, attendants and escorts, provision of use of wellness or beauty spas, golf course, ski resort, theme parks or holiday tours.

11.0 Contact For ABAC Incident Reporting

The contact details are as follows:

- i. MD, email address: ktlaw@leformgroup.com.my
- ii. Chairperson of ARMC, email address: complaints_ceo@leformgroup.com.my
- iii. Telephone to: 03 – 60990666 (Monday – Friday: 9.00AM – 5.30PM)
- iv. Send directly to the HQ:
Attention to: MD or Chairperson of ARMC (select which applicable)
PT16077 and PT16078, Jalan Kesidang 4, Kawasan Perindustrian Sungai Choh,
48200 Serendah, Selangor Darul Ehsan,.