

Anti-Corruption and Bribery Policy

1. Introduction

The Director (“Director”) of Excel Commerce Solutions Sdn. Bhd. (“EXCELCOMMS” or “Company”) has established and adopted this Anti-Corruption and Bribery Policy (“Policy”).

This Policy provides principles, guidelines and requirements on how to deal with bribery and corrupt practices that may arise in the course of daily business and operation activities within EXCELCOMMS.

EXCELCOMMS is committed to conducting the business ethically, as well as complying with all applicable laws, which include compliance with the Malaysian Anti-Corruption Commission Act 2009 and any of its amendments or re-enactments that may be made by the relevant authority from time to time.

Unless otherwise stated, any references to “we”, “us” and “our” in this Policy are to our Company.

2. Purpose

The purpose of this Policy is to:

- 2.1. set out our responsibilities to comply with laws against bribery and corruption; and
- 2.2. provide information and guidance to those working for EXCELCOMMS on how to recognize and deal with corruption and bribery issues.

We will undertake a bribery and corruption risk assessment across our business when appropriate to understand the bribery and corruption risks it faces and ensure that it has adequate procedures in place to address those risks.

3. Scope and Application

This Policy applies to all individuals working for EXCELCOMMS and at all levels and grades.

This includes employees, senior managers, managers and all individual working at all levels and grades (collectively the “Employees”) and the Director (whether full time, part-time, contract or temporary) and any third parties associated with us.

In this Policy, the associated third parties shall refer to any individual or organization that an associate may come into contact during the course of his/her engagement with the EXCELCOMMS, which may

include but not limited to suppliers, contractors, agents, consultants, outsourced personnel, distributors, advisers, government and public bodies including their advisers, representatives and officials (hereafter together defined as “Associated Third Parties”).

4. Definitions

For the purpose of this Policy, the terms listed below represent its respective definitions and shall exclude food and drinks, flowers and contribution/sponsorship to EXCELCOMMS official events:

“Benefits” : Any form of advantages or profits gained by the Director, the Employees, or the Associated Third Parties.

“Bribery” : Offering, promising, giving, accepting or soliciting of an undue advantage of any value (which could be financial or non- directly or indirectly in violation of applicable law, as an inducement or reward for a person acting or refraining from acting in relation to that person’s duties, action or decision.

“Corruption” : The provision or receipt of monetary or non-monetary bribe or reward of high value for performing in relation to the Director, the Employees’ or the Associated Third Parties’ duties. This includes misuse of a public office or power for private gain or the misuse of private power in relation to business outside the realm of government.

“Entertainment” : (a) The provision of recreation; or
: (b) The provision of accommodation or travel in connection with or for the purpose of facilitating entertainment of the kind mentioned in item (a) above, with or without consideration paid whether in cash or in kind, in promoting or in connection with a trade or business activities and/or transactions.

“Facilitation Payments” : Small sums or bribe, unofficial payment made to secure or expedite the performance of a routine or administrative duty or function by the Director, the Employees, or the Associated Third Parties.

“Gifts” : Any form of monetary or non-monetary such as goods, services, cash or cash equivalents, fees, rewards, facilities, or benefits given to or received by the Director, the Employees, or the Associated Third Parties, his or her spouses or any other person on his or her behalf,

without any or insufficient consideration known to the Director, the Employees, or the Associated Third Parties.

“Kickbacks” : Any forms of payment intended as compensation for favourable treatment or other improper services. This includes the return of a sum already paid or due as a reward for awarding of furthering business.

5. Our Principles

- 5.1. We take a zero-tolerance approach to corruption and bribery.
- 5.2. We conduct all of our business in an honest and ethical manner. We are committed to acting professionally, fairly and with integrity in all our relationships and business dealings in accordance with our Code of Business Conduct and Ethics Policy, and to implement and enforce effective system to counter bribery.
- 5.3. We will uphold all laws relevant to countering corruption and bribery. We remain bound by the laws of Malaysia, including the Malaysian Anti-Corruption Commission Act 2009, the Malaysian Anti-Corruption Commission (Amendment) Act 2018 and any of its amendments or re-enactments that may be made by the relevant authority from time to time in respect of our conduct both at home and abroad.
- 5.4. To address these risks, we have taken the following steps:
 - a) Implement and periodically review this Policy;
 - b) Perform regular corruption risk assessment on our operations and review findings;
 - c) Take steps to implement training programmes for all individuals operating in areas of the organization that are identified as high risk;
 - d) Issue instructions on communicating this Policy;
 - f) Encourage the use of reporting (whistleblowing) channels for the reporting of any suspected or real corruption incidents or inconsistency with this Policy; and
 - g) conduct due diligence on any relevant parties or personnel prior to entering into any formalised relationship.

6. Gifts, Benefits and Entertainment

- 6.1. All persons who are subject to this Policy shall NOT:

- a) Offer, give, or promise to give a bribe or anything which may be viewed as a bribe to secure or award an improper business advantage;
 - b) Offer, give, or promise to give a bribe or anything which may be viewed as a bribe to a government official, agent or representative to facilitate, expedite, or reward any action or procedure;
 - c) Request or receive a bribe or anything which may be viewed as a bribe from a third party knowing or suspecting it is offered with the expectation that it will obtain a business advantage for them; or
 - d) Engage in any activity that might lead to a breach of this Policy.
- 6.2. All persons who are subject to this Policy are dehorted from accepting or receiving Gifts, Benefits and/or Entertainment from a third party or stakeholder of the Company that might create a sense of obligation and compromise their professional judgement or create appearance of doing so.
- 6.3. All persons who are subject to this Policy shall not accept or receive any Gift, Benefits and/or Entertainment from a third party or stakeholder of the Company except if it is made from gestures that are construed to be legitimate contribution and provided that (a) the Gifts, Benefits and/or Entertainment are presented in good faith which may be directly or indirectly offered as a result of or in anticipation of the Director's, employee's or Associated Third Party's position or performance of duties with the Company or for cultivating good business relationship; and (b) there must be no expectation of any specific favour or improper advantages from the intended recipients.
- 6.4. All persons who are subject to this Policy shall exercise proper care and judgement in respect of giving or receiving any Gifts, Benefits and/or Entertainment on a case-to-case basis.
- 6.5. All persons who are subject to this Policy shall take into consideration the impact of their actions with regards to how their actions are perceived (i.e. Influencing their decision) and its impact towards the business operations of the Company prior to giving or accepting any Gifts, Benefits and/or Entertainment.
- 6.6. We encourage the use of good judgement when giving or accepting the Gifts, Benefits and Entertainment. All the Benefits including Gifts and Entertainment must be: -
- a) Reasonable in value;
 - b) Infrequent in nature;

- c) Transparent and open;
 - d) Not given to influence or obtain an unfair advantage; and
 - e) Respectful and customary
- 6.7. Whilst we generally adopt a “No Gift” policy, the following gifts shall be exempted from the prohibition under this Policy: -
- a) Exchange of gifts at the company-to-company level (e.g. gifts exchanged between companies as part of an official company visit/courtesy call and thereafter the said gift is treated as company property);
 - b) Gifts provided in conjunction with an official function, event or celebration (e.g. commemorative gifts or door gifts offered to all guests attending the event);
 - c) Perishable items (e.g. fruits, flowers, cakes etc.) given and received during festivals or special occasions not on a personal basis, to be shared and distributed to all the Employees; and
 - d) Token gifts of nominal value normally bearing the donor company’s name or logo (e.g. t-shirts, pens, diaries, calendars and other small promotional items) that are given out equally to members of the public, business partners, customers, shareholders and other stakeholders, and form part of the donor company’s brand building or advertising activities.

Gifts must not exceed a monetary value equivalent to RM500/-, and must not occur more than 3 times a year with the same party. Gifts in the form of cash, cash equivalents, kickbacks and loans are strictly prohibited under any circumstances within the EXCELCOMMS.

7. Facilitation Payment and Kickbacks

- 7.1. EXCELCOMMS adopts a strict policy of disallowing the use of Facilitation Payments and Kickbacks in its business.
- 7.2. We do not make, and will not accept Facilitation Payments or Kickbacks of any kind. All associates must avoid any activity that might lead to Facilitation Payments or Kickbacks being made or accepted.
- 7.3. Any individual with any suspicious, concerns or queries regarding a payment made on our behalf or improper business practices, he or she should raise these by reporting to the Company via the channel as outlined in our Whistleblowing Policy.

8. Associated Third Parties and Procurement Process

- 8.1. We had processes and adheres to the system of internal controls on supplier selection. Supplier selection should never be based on receipt of the Gifts, Benefits or Entertainment.
- 8.2. Tendering process is open to all qualified bidders and no parties having the unfair advantage of separate, prior, close-door negotiations for a contract.
- 8.3. Selection of supplier shall subject to clear adherence to this Policy.
- 8.4. Appropriate assessment shall be conducted to individuals or third parties to ensure the business and background of the potential business partners are free from bribery elements or conflict of interest prior to procurement process.

9. Political Donations and Contribution

- 9.1. We do not make charitable donations or contributions to political parties. Whilst our Employees and the Associated Third Parties acting in their personal capacity as citizens are not restricted to make any personal political donations, EXCELCOMMS will not make any reimbursement for these personal political contributions back to its Employees or the Associated Third Parties.

10. Responsibilities

- 10.1. The Director has oversight of this Policy. All EXCELCOMMS's personnel are required to carry out those responsibilities and obligations relating to EXCELCOMMS's anti-bribery and corruption stance. All relevant personnel are required to be familiar with this Policy and are responsible for ensuring the compliance of the same.
- 10.2. We have a zero-tolerance approach to corruption and bribery. Any violation of this Policy will be regarded as serious matter and will result in disciplinary action, including dismissal and termination in accordance with local law.
- 10.3. Any individual and employee with any suspicious, concerns or believes regarding violation with this Policy has occurred or may occur in future, should raise up, notify and shall make report to the Company via the channel outlined in our Whistleblowing Policy.
- 10.4. An employee will be accountable individually whether he or she pays a bribe himself or herself or whether he or she authorizes, assists or conspires with someone else to violate this Policy and/or an anti-corruption or anti-bribery. Punishment for violating the law are against

him/her as an individual and may include imprisonment, probation, mandated community service and monetary fines and others which will not be paid by EXCELCOMMS.

- 10.5. Further indications that may indicate corruption and bribery (“red flags”) are set out in Section 15 of this Policy below.

11. Record Keeping

- 11.1. We must keep all financial records and have appropriate internal controls in place which will evidence, substantiate and justify that business reason for making payments to, and receiving payments from, third parties.
- 11.2. We must ensure all expenses claims relating to gifts or entertainment made to third parties are submitted in accordance with the Company’s reimbursement procedures and/or applicable policy and specifically record the reason for such expenditure. All the parties shall further ensure that all expense claims shall comply with the terms and conditions of this Policy.
- 11.3. All documents, accounts and records relating to dealings with third parties, such as customers, suppliers and business contracts, should be prepared and maintained with strict accuracy and completeness. No accounts should be kept “off-book” to facilitate or conceal improper payments.

12. Confidentiality and Protection

- 12.1. Individuals who refuse to accept or offer a bribe, or those who raise concerns or report another’s wrongdoing, are sometimes worried about possible repercussions. We encourage openness and will support anyone who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken.

13. Communication and Training

- 13.1. EXCELCOMMS will on a continuing basis provide training on this Policy, and on anti-corruption and bribery laws and on how to implement and comply with this Policy, for all new and existing Employees.
- 13.2. Our zero-tolerance approach to corruption and bribery must be communicated to all the Associated Third Parties at the outset of our business relationship with them and as appropriate thereafter. Wherever possible, all the Associated Third Parties should be sent a copy of this Policy at the outset of the business relationship or shall always refer to this Policy published on our Company website.

- 13.3. Business associates acting on behalf of EXCELCOMMS 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 EXCELCOMMS.

14. Monitoring and Review

- 14.1. All the Employees and the Associated Third Parties are responsible for the success of this Policy and should ensure adherence to this Policy and use it to disclose any suspected danger or wrongdoing.
- 14.2. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering corruption and bribery.

15. Red Flags

The following is a non-exhaustive list of possible red flags (for illustrative purposes only) that may arise for an individual while working for EXCELCOMMS and which may raise concerns under various anti-corruption and anti-bribery laws.

If the Director, Employees or the Associated Third Party come across any of these red flags or believe it may occur potentially while working for EXCELCOMMS, he/she must make report promptly in accordance with the procedure as set out in our Whistleblowing Policy.

- (a) Become aware that a third party engages in, or has been accused of engaging in improper business practices, improper conduct or has a reputation for paying bribes or requiring bribes;
- (b) A third party demands gifts, benefits, commission or fees before committing or continue to sign up a contract;
- (c) A third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (d) A third party refuses to provide or provide insufficient, false, or inconsistent information in response to due diligence questions;
- (e) A third party requests the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us, or a shell entity serves as a middleman especially when domiciled in secrecy haven;

- (f) There are signs that the third party is not acting on his own behalf, but is trying to conceal the true beneficial owner's identity;
- (g) A third party has a reputation of having a "special relationship" with a government, political party or other public official or has been specifically requested by a public official;
- (h) A third party refuses to sign a commission or fee agreement or insists on the use of a side letter relating to the payment of funds;
- (i) A third party requests an unusually large or disproportionate commission, retainer, bonus or other fee or an unexpected additional fee or commission to "facilitate" a service;
- (j) A third party requests payment in cash or cash equivalent such a money order; refuses to provide an invoice or receipt;
- (k) A third party refuses to provide an invoice or receipt for a payment, or you receive an invoice or receipt that appears to be non-standard or customized;
- (l) A third party requests that a transaction is structured to evade normal record-keeping or reporting requirements;
- (m) A third party refuses to abide by this Policy or does not demonstrate that it has adequate internal anti-corruption and bribery policies and procedures in place;
- (n) Been offered an unusually generous gift or lavish benefits or entertainment by a third party.