



GROUP ANTI BRIBERY AND CORRUPTION POLICY

19 February 2020

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1. Introduction

- (a) IGB Berhad and its subsidiary companies (**IGB Group**) adopt a zero-tolerance approach against any and all forms of bribery and corruption. This Policy (as defined hereafter) has been established to enshrine such principles, provide guidance to Employees (as defined hereafter) on dealing with improper solicitation, bribery and other corrupt activities that may arise in the course of executing or undertaking their professional duties, obligations and responsibilities.
- (b) Engaging in bribery or corrupt practices may result in dire and severe consequences for the IGB Group and Employees engaged in such illegal and undesired practices. Any Employee involved in bribery or corrupt practices of any kind -
 - (i) exposes the IGB Group to damage to or loss of reputation, financial losses, legal liability, including criminal proceedings and sanctions; and
 - (ii) shall be liable for dismissal from employment, legal proceedings, and where charged and found liable by authorities, applicable fines and imprisonment.
- (c) The Policy is not a comprehensive guide on anti-bribery and anti-corruption practices, but is intended to provide Employees with basic guidelines on combating Bribery and Corruption (as defined hereafter) in furtherance of the IGB Group's commitment to ethical, righteous and lawful behavior and conduct at all times.

2. Anti Bribery and Corruption Commitment

- (a) The IGB Group is fully committed towards conducting its business and operations with integrity, probity and in compliance with all applicable laws and regulations, while avoiding and eschewing any and all forms of Bribery and Corruption (as defined hereafter) under any and all circumstances and situations.
- (b) The Policy expands on the values and core principles set out in the Professional Code of Conduct and Business Ethics. Full compliance by Employees and Business Associates (as defined hereafter) with this Policy is mandatory.
- (c) Directors and Employees must not influence or be influenced by any party, whether directly or indirectly, by giving or receiving bribes or Gratification (as defined hereafter) or any other measures that are deemed unethical or will tarnish the IGB Group's reputation in any way.

3. Objective

This Policy -

- (a) sets out the responsibilities of Directors, Employees and Business Associates in complying with and upholding the IGB Group's position against Bribery and Corruption; and
- (b) provides guidelines and information to Directors, Employees and Business Associates on refraining from and where applicable, dealing with acts of Bribery and Corruption.

4. Scope

- (a) The Policy applies to all Directors (as defined hereafter) and Employees (as defined hereafter).
- (b) The IGB Group shall exercise its best endeavours to ensure that jointly-controlled and associate companies in Malaysia and elsewhere adopt the Policy.
- (c) The IGB Group also requires all its Business Associates and other parties providing goods and services to or on behalf of the IGB Group in any capacity to comply with all applicable provisions of the Policy, in the course of providing goods and services to the IGB Group.

5. Definitions

In this Policy, unless specified otherwise –

Audit Committee means the Audit Committee of the Board of Directors of the IGB Group;

Board means the board of directors of the IGB Group.

Bribery and Corruption means any action which would be considered as an offence of giving or receiving 'gratification' under the Malaysian Anti-Corruption Commission Act 2009 (MACCA), which in practice means offering, giving, receiving or soliciting something of value in an attempt to illicitly influence the decisions or actions of a person who is in a position of trust within an organization, and may either be (a) 'outbound', where someone acting on behalf of the IGB Group attempts to influence the actions of a party, including government officials or decision makers, or (b) 'inbound', where an external party is attempting to influence an Employee, notably a Director or C-Suite Employee (as defined hereafter), or any Employee with access to confidential

information of any kind or otherwise.

Business Associate means an external party with which or whom the IGB Group has, or intends to establish a business relationship, which includes advisors, agents, clients, contractors, sub-contractors, consultants, customers, consortium partners, joint venture partners, intermediaries, investors, representatives, service providers, subcontractors, suppliers, vendors and any associations, bodies or entities formed by law, wherever located.

Conflict of Interest means when a person's own interests either influence, have the potential to influence, or are perceived to influence their decision making which affects the IGB Group.

Corporate Gift means something given by one organisation to another, with the appointed representatives of each organisation giving and accepting such gift, and may take the form of promotional items given out equally to the general public at events, trade shows and exhibitions as a part of building the Company's brand, with such gifts given transparently and openly with the express or implied approval of all parties involved, as well as normally bearing the IGB Group's name and logo, such as diaries, table calendars, stationery and plaques.

C-Suite means Employees with job grades of SM3, SM2 and SM1.

Directors mean any and all directors in the IGB Group, including independent, non-independent, executive, non-executive and alternate, wherever located.

GCEO means the Group Chief Executive Officer of the IGB Group.

DGCEO means the Deputy Group Chief Executive Officer of the IGB Group.

Donation and Sponsorship means charitable contributions and sponsorship payments made for charitable, communal, educational and social causes and purposes.

Employees mean all employees as defined and included in Section 1.1 of the Employee Handbook, which may be amended from time to time.

Employee Handbook means the IGB Group's employee handbook dated 1 January 2014, including any and all amendments, revisions and updates thereto.

Exposed Position means a staff position identified as vulnerable to Bribery and Corruption through a risk assessment, including without limitations, positions involving procurement, contract management, financial approvals, human capital, relations with government officials or government

departments, sales, positions where negotiations with external parties is required and such other positions which the IGB Group has identified or identifies from time to time as vulnerable or being vulnerable to Bribery and Corruption.

Facilitation Payment means payments made to secure or expedite the performance by a person performing a duty, function or responsibility of any kind, and include cash, payments in kind and financial and non-financial advantages with the intention of influencing them in the performance of their duty, function or responsibility.

Gratification is defined in the MACCA (as defined hereafter) 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 wholly 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).

Group Human Capital means the Group Human Capital Division of the IGB Group.

Hospitality means the considerate care of Business Associates, which may include food and beverages, refreshments, accommodation, transportation/travel and entertainment at restaurants, hotels, clubs, resorts and other similar facilities, including leisure, sporting and healthcare activities or services of any kind.

MACCA means the Malaysian Anti-Corruption Commission Act 2009.

Policy means this Anti Bribery and Corruption Policy.

Professional Code of Conduct and Business Ethics means the code of conduct and business ethics in Section 10 of the Employee Handbook, as amended from time to time.

Whistleblowing Committee means the whistleblowing committee of the IGB Group.

6. Anti Bribery and Corruption Policy

- (a) The IGB Group upholds a zero tolerance approach to and prohibits all forms of Bribery and Corruption. In addition, Employees must not participate in any activity with elements of abuse of power, breach of trust, collusion, embezzlement, extortion, fraud or money laundering.
- (b) Bribery and Corruption may take the form of anything of value, including money, goods, services, property, privilege, employment position or preferential treatment. As such, Employees must not offer, give, receive or solicit any item of value, whether directly or indirectly, in any attempt to illicitly influence the action or decisions of persons in positions of trust within an organisation, either for the intended benefit of the IGB Group or the Employees and/or any Business Associates involved in the transaction.
- (c) No Director or Employee will suffer demotion, penalty or other adverse consequences for refusing to participate in acts of Bribery and Corruption or other illicit behaviour, even if such refusal may result in the IGB Group losing business or experiencing delays in its business operations.
- (d) The IGB Group upholds the value of integrity in its Directors and Employees. The IGB Group's policy on recruitment, training, performance evaluation, remuneration, rewards and promotion of Employees is premised on, amongst others, integrity. The IGB Group also conducts due diligence on Employees who holds or may hold Exposed Positions.
- (e) The IGB Group does not offer employment to prospective employees in return for previous favours or in exchange for improper favours.
- (f) The IGB Group awards contracts and offers of employment based solely on merit, with no regard whatsoever for any support letters in any form or kind by any third parties.

- (g) The IGB Group is committed to conducting its business and operations ethically and in compliance with all applicable anti-bribery and corruption laws, regulations and treaties in all countries where the IGB Group operates.
- (h) Directors and Employees must not directly or indirectly -
 - (i) promise, offer, grant or authorise the giving of any gratification to any party to obtain or retain a business or an advantage in the conduct of business;
 - (ii) be involved in any corrupt conduct, which include but are not limited to abuse of authority, exerting influence over Business Associates and falsification of documents; and
 - (iii) engage in any activity or behavior that may give rise to a perception or suspicion of any corrupt conduct or any attempt thereof.
- (i) Any Director or Employee who promises, offers, provides or receives any Gratification to influence decisions of the recipient or to be so influenced shall result in dismissal from employment, in addition to fines and sanctions under applicable laws.
- (j) All Business Associates engaged by and/or representing the IGB Group are specifically prohibited from offering, giving or promising any Gratification on behalf of the IGB Group. Directors and Employees must exercise all reasonable endeavours to ensure that such Business Associates do not offer, give or promise any Gratification on behalf of the IGB Group.

7. Integrity Officer

- (a) The IGB Group shall appoint an Integrity Officer to oversee the design, implementation, compliance and review of the Policy.
- (b) The Integrity Officer shall -
 - (i) oversee the implementation of compliance controls related to the Policy;
 - (ii) provide advice and guidance to Directors and Employees on the Policy, including issues relating to Bribery and Corruption, and Gratification;
 - (iii) take appropriate steps to ensure that adequate and periodic monitoring, measurements, analysis and evaluation of the Policy are performed;

- (iv) conduct periodic risk assessments to identify Bribery and Corruption risks that potentially affects the IGB Group;
 - (v) implement and oversee routine anti-Bribery and Corruption measures as deemed appropriate to safeguard the IGB Group against potential exposure and liabilities, including where necessary, undertaking ad-hoc measures deemed required based on requirements from time to time; and
 - (vi) provide periodic reports on the Policy to the Board.
- (c) The Integrity Officer shall as far as possible be a member of the Whistleblowing Committee.

8. Custodian of Policy

- (a) The Board shall have overall responsibility for ensuring the Policy complies with all legal requirements from time to time.
- (b) The Integrity Officer shall have primary responsibility for -
 - (i) implementation of the Policy, monitoring its usage and effectiveness and dealing with all queries on its interpretation; and
 - (ii) monitoring records of gifts and hospitality and as a first point of call for possible concerns, with Employees at all levels being responsible for ensuring that Employees reporting to them are made aware of, understand and are given adequate and periodic training in connection with the Policy.

9. Gifts, Donations, Sponsorship, Entertainment and Hospitality

9.1 Gifts

- (a) All Directors and Employees are prohibited from receiving, seeking or soliciting gifts from Business Associates. The IGB Group prohibits the making and receiving of improper gifts, entertainment and travel which may influence business decisions. Directors and Employees must comply at all times with all applicable policies, procedures, laws and regulations related to the use of gifts, entertainment and travel in all countries in which the IGB Group operates.
- (b) The sole exception to such prohibition is the giving and receiving of

corporate gifts to and from Business Associates, which remains strictly subject to applicable limits of authority in Section 14(b) of the Policy and must fulfill the following conditions, being that such corporate gifts -

- (i) are limited, customary and lawful under the circumstances;
 - (ii) do not have or are perceived to have (by either the giver or receiver) any effect on actions or decisions;
 - (iii) are given or received with no expectation of any specific favour or improper advantages from the intended recipients;
 - (iv) will not cause the independent business judgment of the intended recipients to be affected in any way;
 - (v) must not involve any corrupt or criminal intent of any kind; and
 - (vi) the making of such gift must be performed in an open and transparent manner.
- (c) The intention behind the giving or receiving of corporate gifts must always be considered, so as not to create an appearance of bad faith and impropriety and should not be misunderstood by others to constitute Gratification. No Directors, Employees or Business Associates will suffer demotion, penalty, blacklisting or other adverse consequences for refusing to pay or receive bribes or participate in other illicit behavior.

9.2 Donations and Sponsorships

- (a) While Donations and Sponsorships are permitted, the IGB Group strictly prohibits the giving and receiving of Donation and Sponsorship which may influence business decisions or gives rise to risks of perceived improper advantage to the IGB Group.
- (b) Directors and Employees must ensure that all Donation and Sponsorship by the IGB Group are made through legal and proper/prescribed channels, with particular care by way of proper due diligence or background checks made to ensure that the charities or sponsored organisations which benefit from such donations and sponsorship are licensed and legitimate organisations which are legally permitted to accept public donations and sponsorships.
- (c) Directors and Employees must at all times avoid situations where conflict of interest may arise when making any Donation and Sponsorship, especially those in favour of charities or sponsored organisations that may have links to government officials and/or their families, to avoid any possibility of improperly influencing any decisions by such government officials in favour of the IGB Group.

- (d) Directors and Employees must obtain approval(s) prior to making any Donation and Sponsorship on behalf of the IGB Group, with approved Donation and Sponsorship recorded accurately and made transparently. For the avoidance of doubt, the authority limits for all donations and sponsorships shall be -
 - (i) up to RM10,000.00, by C-Suite Employees; and
 - (ii) above RM10,000.00, by either the GCEO or the DGCEO.
- (e) Notwithstanding anything in the Policy, the IGB Group must not make or offer monetary or in-kind political contributions to any political parties, political party officials or candidates for political office.
- (f) While Directors and Employees are not prohibited from electing to make personal political contributions to any political parties, political party officials or candidates for political office, under no circumstances shall any Director or Employee be compensated or reimbursed in any way by the IGB Group for personal political contributions.
- (g) For the avoidance of doubt, educational scholarships are exempted from the Policy, which is and will continue to be governed by criteria and rules approved and established by the IGB International School, which include academic and/or sporting excellence.

9.3 Entertainment

- (a) Directors, Employees and their family members must not solicit any form of entertainment from Business Associates. While Directors and Employees may accept invitations to social events or entertainment within reason according to the scope of work provided, Directors and Employees must ensure that such entertainment are not elaborate, expensive, excessive, lavish or becomes a periodic feature that may in any way influence business decisions or gives rise to risks of perceived improper advantage to Business Associates which provide such entertainment.
- (b) Directors and Employees may accord Business Associates modest entertainment within their respective seniority and scope of work. When offering such entertainment, Directors and Employees must be sensitive to a Business Associate's entertainment receiving policy, and must consult and obtain prior approval from their relevant reporting directors or officers prior to providing any form of entertainment to Business Associates.
- (c) Directors and Employees must not accept, engage in or offer any entertainment that is or may be perceived to be indecent or immoral,

which may adversely affect the reputation of the IGB Group.

9.4 Hospitality

(a) Providing hospitality

- (i) Although hospitality is recognised as a legitimate way to network and build goodwill in business relationships, there exists a fine line between what is considered to be legitimate against illegitimate forms of corporate hospitality, with the question being whether there is any intention to influence or be perceived to influence the improper outcome of a business decision by providing such hospitality.
- (ii) Hospitality is illegitimate under the following circumstances -
 - (a) if it is provided with the intention of inducing the recipient to perform a function improperly; or
 - (b) if there is knowledge that acceptance of such hospitality would in itself be improper performance.
- (iii) Any hospitality provided must be -
 - (a) transparent, in that all hospitality is reported and written approval is obtained, all records of which are properly kept;
 - (b) proportionate, being that hospitality commensurate with the recipient's professional capacity and must not be excessive;
 - (c) reasonable, in that the corporate hospitality is not lavish; and
 - (d) bona fide, where the intention to offer and/or provide such hospitality is done without any improper or illegal intentions.

(b) Receiving hospitality

- (i) As a general principle, the IGB Group strictly prohibits Directors and Employees from soliciting corporate hospitality nor are they allowed to accept hospitality that is excessive, inappropriate, illegal or given in response to, in anticipation of, or to influence a business decision favourable to the IGB Group.
- (ii) Notwithstanding the above, the IGB Group recognises that the occasional acceptance of an appropriate level of hospitality given in the normal course of business is usually a legitimate factor to building good business relationships. However, it is important for Directors and Employees to exercise proper care and judgment

before accepting such hospitality, to safeguard the IGB Group's reputation and protect Directors and Employees from allegations of impropriety or undue influence.

- (iii) Following the above, Directors and Employees may accept accommodation, meals and transportation provided by Business Associates within the host country of such Business Associates for business trips and where prior approval has been obtained from their relevant reporting directors or officers. The cost of travelling to the host country of such Business Associates must be borne by the IGB Group.
- (iv) Such acceptance of hospitality by Directors and Employees must not be elaborate, expensive, excessive, lavish or becomes a periodic feature that may in any way influence business decisions.

10. Facilitation Payments

- (a) The IGB Group strictly disallows and prohibits Facilitation Payments of any kind.
- (b) Directors and Employees are required to notify their reporting directors or officers when encountered with any requests for Facilitation Payments, with such reporting directors or officers required to inform the GCEO or DGCEO of such requests for facilitation payments.
- (c) In view that the IGB Group prioritises the safety of its Employees, a Facilitation Payment may be permitted under exceptional circumstances where -
 - (i) an Employee's safety is at stake and the immediate available recourse to protect or secure the safety of such Employee is to make a Facilitation Payment; and
 - (ii) the prior approval of the GCEO or DGCEO to make such Facilitation Payment has been obtained.

11. Recruitment of Employees

- (a) The IGB Group is an equal opportunity employer and recruits qualified and competent individuals, regardless of background.
- (b) The recruitment of Employees is based on approved selection criteria to ensure that only the most qualified and suitable individuals are employed, and is crucial to ensure that no element of Bribery and Corruption is involved in the recruitment of Employees.

- (c) Due diligence and background checks will be conducted to ensure as far as possible that a potential Employee has not been convicted for any offences involving Bribery and Corruption, whether in Malaysia or overseas. Detailed background checks will be undertaken when recruiting Employees in positions of management responsibility with decision making authority and powers, or Employees in Exposed Positions.

12. Business Associates

- (a) All Business Associates are required to comply with this Policy.
- (b) All Business Associates are required to contractually agree to refrain from all acts of Bribery and Corruption at all times while they remain a Business Associate.
- (c) Due diligence should as far as possible be carried out on prospective Business Associates, to ensure that such prospective Business Associates are not likely to commit acts of Bribery and Corruption in the course of its association with the IGB Group.
- (d) The extent of such due diligence carried upon such prospective Business Associates should be based on a bribery and corruption risk assessment, and may include a search through relevant databases, checking for relationships with public officials, self-declarations and documenting the reasons for choosing one particular Business Associate over another. The results of such due diligence process must be documented and retained for not less than six years.
- (e) Business Associates shall not -
 - (i) object to anti-Bribery and Corruption representations and warranties in commercial agreements and contracts with the IGB Group;
 - (ii) seek or insist on convoluted payment arrangements, such as payments to a third party, accounts in foreign countries or make requests for excessive upfront payments for expenses or other fees; or
 - (iii) request or require that its/his/her identity be withheld.
- (f) The IGB Group shall include clauses in all contracts with Business Associates to enable the IGB Group to terminate such contracts with Business Associates in the event it is proven that a Business Associate has engaged in an act of Bribery and Corruption.

13. Responsibilities

- (a) All Directors and Employees are required to read, understand and comply with the Policy.
- (b) The prevention, detection and reporting of Bribery and Corruption shall be the responsibility of all Directors and Employees, all of whom are required to avoid and refrain from any activity of any kind that may lead to or suggest or result in a breach of this Policy.
- (c) All Directors and Employees must notify -
 - (i) their reporting director or officer; and
 - (ii) the Integrity Officer,immediately as soon as possible if they believe or suspect that a breach of this Policy has occurred, may occur in the future, or Gratification has been demanded or offered with a view of obtaining or seeking an improper business or personal advantage.
- (d) All Directors and Employees are required to uphold this Policy, which includes the following -
 - (i) being familiar with applicable requirements and directives of the Policy and communicate them to subordinates;
 - (ii) promptly record all transactions and payments accurately and with reasonable detail;
 - (iii) refer any and all queries in relation to the Policy to the Integrity Officer;
 - (iv) when in doubt, to raise any suspicious transactions involving Bribery and Corruption in accordance with Section 16 of the Policy;
 - (v) be alert to indications or evidence of possible violations of this Policy;
 - (vi) Attend required anti Bribery and Corruption training as and when required; and
 - (vii) not to misuse their position or the IGB Group's name for any professional or personal advantage of any kind.
- (e) In dealings with Business Associates, Directors and Employees shall not

under any circumstances -

- (i) express unexplained or unjustifiable preference for a Business Associate over another;
 - (ii) do or make any attempt to influence decisions of Business Associates by offering, promising or conferring any Gratification;
 - (iii) exert improper influence to obtain any benefit of any kind from any Business Associate; and
 - (iv) directly or indirectly offer or provide any Gratification for any favours or improper advantage.
- (f) During an active or anticipated procurement or tender exercise, Directors and Employees involved or participating in such exercise in any way whatsoever shall not -
- (i) receive any gratification or anything set out in Chapter 9 of this Policy from any Business Associate or potential Business Associate participating, planning to participate, or expected to participate, in such procurement or tender exercise;
 - (ii) be involved in any discussions regarding business, personal or employment opportunities with a Business Associate;
 - (iii) act beyond applicable authority limits; and
 - (iv) do anything to bypass standard operating procedures applicable to procurement or tender processes and procedures.
- (g) When dealing with any external parties which are in a position to make a decision to the IGB Group's benefit (including government officials or clients), Directors and Employees shall not -
- (i) offer, promise or make any attempt to improperly or dishonestly influence such person's decision, by directly or indirectly offering or making promises of Gratification;
 - (ii) be involved in any discussions regarding any business, personal or employment opportunities for personal gain or for the benefit of such external party;
 - (iii) abuse any authority limits and/or delegated powers to illicitly secure an outcome which is commercially advantageous to themselves and/or the IGB Group; and

- (iv) exert improper influence to obtain any benefits of any kind from any of them.

14. Records

- (a) The IGB Group keeps financial records and has appropriate internal controls in place which will evidence any business reasons for making payments to third parties, including Business Associates.
- (b) All Directors and Employees must provide to their reporting directors or officers and the Integrity Officer all written records of all gifts, entertainment, hospitality or any other benefit offered to or accepted by them, which exceeds the following monetary value -
 - (i) RM500.00 for all Employees, other than C-Suite Employees;
 - (ii) RM1,000.00 for Directors (other than the GCEO and the DGCEO) and C-Suite Employees; and
 - (iii) RM2,000.00 for the GCEO and the DGCEO.

and submit such records to the Integrity Officer on a quarterly basis, by March, June, September and December in a calendar year.

- (c) All Directors and Employees must also ensure that all expenses claims relating to gifts, entertainment and hospitality incurred for the benefit of Business Associates and other external parties are submitted in accordance with the IGB Group's finance policies for the time being, with the basis/reason for such expenses clearly recorded.
- (d) All accounts, invoices and other documents and records relating to dealings with Business Associates and other external parties must be prepared, maintained and submitted with full accuracy and completeness.

15. Conflict of Interest

- (a) Conflict of interest arise where there is personal interest that may potentially affect or interfere with objectivity in the performance of duties or exercising judgment on behalf of the IGB Group. All Directors and Employees must without exception avoid all circumstances in which personal interest may conflict with their professional duties, obligations and responsibilities. Directors and Employees must not use their position, official working hours, company resources and assets, or information available to them for personal gain or to the detriment of the IGB Group.

- (b) In the event of actual or potential conflict of interest, the provisions in the Employee Handbook shall apply.

16. Reporting Violations of Policy

Employees who encounter any actual or suspected breach of the Policy are required to report their concerns. Each Employee has a responsibility to ensure that suspected incidents of Bribery and Corruption are immediately reported either to -

- (a) such Employee's reporting director or officer;
- (b) the Senior Independent Non-Executive Director of IGB Group, at director-whistleblowing@igbbhd.com;
- (c) for violation of the Policy affecting IGB REIT, the Senior Independent Non-Executive Director of IGB REIT, at director-whistleblowing@igbreit.com;
- (d) the Integrity Officer, at Level 32, The Gardens South Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur; or
- (e) the Whistleblowing Committee, at Level 32, The Gardens South Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, or by email to whistleblowing@igbbhd.com.

17. Protection

- (a) The IGB Group is fully committed to ensuring that no Director or Employee suffers any repercussions arising from their refusal to take part in any act that breaches the Policy or reporting in good faith any suspicion that an actual or potential breach of the Policy has taken place or may take place in the future.
- (b) Part F of the IGB Group's Whistleblowing Policy shall apply.

18. Training

- (a) The IGB Group conducts awareness programmes for all Directors and Employees to introduce and refresh awareness of the Policy, and to continuously promulgate ethical conduct and integrity.
- (b) Training shall be provided on a regular basis, in accordance with the level of bribery and corruption risk related to the position. Training should be provided by Group Human Capital to -

- (i) new Directors and Employees; and
 - (ii) Directors and Employees appointed to or transferred to an Exposed Position.
- (c) Group Human Capital shall maintain records to identify Employees who have received training, and produce, communicate and update training schedules in relation to the Policy.

19. Monitoring and Continuous Review

- (a) The IGB Group is committed to continually enhancing, improving and strengthening the Policy,
- (b) The Integrity Officer shall monitor the implementation of the Policy and review the effectiveness of the same at least once every three years, with identified improvements to be implemented as soon as possible.

20. Declarations by Directors and Employees

- (a) All Directors and Employees shall certify in writing that they have read, understood and will comply with this Policy at all times.
- (b) The IGB Group reserves the right to request a Director or an Employee to declare information on his or her assets in the event that such Director or Employee is implicated in any Bribery and Corruption-related accusation or practice.

21. Audit and Compliance

Regular audits shall be conducted to ensure the IGB Group's compliance with the Policy, either internally or by an appointed external party.

22. Sanctions for Non-Compliance

- (a) Any Director or Employee who breaches this Policy shall be subject to disciplinary proceedings, and expressly agrees that the IGB Group reserves its right to terminate such Employee's employment with the IGB Group in the event such Director or Employee is found to have committed an act of breach of this Policy.
- (b) In addition, legal proceedings may be initiated against a Director or

Employee in the event the IGB Group's interests, reputations or standing have been affected as a result of such Employee's non-compliance with the Policy.

- (c) Where reports are lodged against a Director or Employee or former Director or former Employee who has been found to have committed an act of breach of this Policy, the IGB Group shall provide full cooperation to enforcement authorities to facilitate further action by such enforcement authorities against such Director or Employee or former Director or former Employee.
- (d) Non-compliance by Business Associates will result in penalties, including termination of contract and blacklisting, without prejudice to the right to initiate legal proceedings against them where the IGB Group's interests, reputations or standing have been affected by an act of breach of the Policy by Business Associates.

23. Waiver

Any waiver from the Policy must be approved by the Board of Directors of IGB Berhad.

This Policy was approved by the Board of Directors of IGB Berhad on 19 February 2020.