

SHOPPER360 GROUP OF COMPANIES

ANTI-BRIBERY AND CORRUPTION POLICY

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SHOPPER360 GROUP OF COMPANIES

ANTI-BRIBERY AND CORRUPTION POLICY

1. PURPOSE

The Board of Directors ("The Board") of Shopper360 Ltd ("Company") and its subsidiaries (collectively "S360" or "Group") is committed in conducting its business ethically, as well as complying with all applicable laws to where it operates, which include compliance with international laws and local laws such as MACC Act 2009, MACC Amendment Act 2018, and any of its amendments or reenactments that may be made by the relevant authority from time to time.

This policy is to showcase S360's commitment in upholding the highest level of ethics and integrity in the daily conduct of doing the business. It is also intended to provide employees the guidelines in combating bribery and corruptions.

The purpose of this Policy is to: -

- 1.1 Set out the responsibilities of S360 staff in observing and upholding S360's position on bribery and corruption;
- 1.2 Provide information guidance on how to recognize and deal with bribery and corruption issues; and
- 1.3 Foster the growth of a business environment that is free of corruption

Our principles

- (i) We take a zero-tolerance approach to bribery and corruption;
- (ii) We conduct all of our business in an honest and ethical manner;
- (iii) We prohibit any receiving, giving or promising of facilitation payments;
- (iv) We do not entertain support letters and request for special privileges;
- (v) We are committed to act professionally, fairly and with integrity in all our relationship and business dealings we operate, and to implement and enforce effective system to counter bribery;
- (vi) We will uphold laws relevant to countering bribery and corruption. We remain bound by the laws of the countries we operate in, including Malaysia, Singapore and Myanmar. This includes latest amendments or re-enactments that may be made by the relevant authority from time to time; and
- (vii) To address these risks, we have taken the following steps: -
 - Implement this policy;
 - Perform regular corruption risk assessment on our operations and review findings;
 - Take steps to implement training programmes for all individuals operating in areas of the organization that are identified as high risk; and
 - Perform regular review and update to this Policy

This Policy should be read in conjunction with the other policies of the Group to ensure that the Group operates with integrity, and in an ethical and professional manner. Such policies, as may be amended from time to time, include:

- Whistleblowing Policy;
- Gifts, Hospitality and Entertainment Policy; and
- Anti-Bribery and Corruption Due Diligence Procedures.

2. DEFINITIONS

Benefit	Any form of advantages or profits gained by the business partner/supplier/third party.
Board	All Directors of Shopper360 Limited.
Bribery	Offering, promising, giving, accepting or soliciting of an undue advantage of any value, directly or indirectly in violation of applicable law, as an inducement or reward for a person to act or refrain from acting in relation to that person's duties, action and decision.
Business Partner/Supplier/Third Party	<p>An external party with whom S360 has, or plans to establish, some form of business relationship. This may include clients, customers, joint ventures, joint venture partners, consortium partners, outsourcing providers, contractors, consultants, subcontractors, suppliers, vendors, advisers, agents, distributors, representatives, intermediaries and investors.</p> <p>A business associate may also be referred to as a third party, particularly if the associate is acting on behalf of the organisation.</p>
CEO	Chief Executive Officer
Corruption	<p>Corrupt practices including the receiving, obtaining or soliciting, offering, promising, giving, directly or indirectly, anything of value ('gratification') to improperly influence the action(s) of another party, by misusing the authority of their position.</p> <p>Offences under the MACC Act 2009 include:</p> <ul style="list-style-type: none">(a) Accepting/receiving/soliciting gratification (Sections 16(a) and 17(a))(b) Offering/giving gratification (Section 16(b) and 17(b))(c) Making false claim (Section 18)(d) Using public office or position for gratification (Section 23)(e) Companies using gratification to win or retain business, or to secure an advantage in business (Section 17A) <p>Forms of corruption include bribery, kickbacks, facilitation payments, conflict of interest, charitable donations and sponsorships, political donations, patronage, cronyism, nepotism, entertainment/hospitality, bid rigging, discounts, commissions, rent seeking, false claims and abuse of position.</p>
Directors	Group Managing Director, Executive Director and non-executive Directors of Shopper360 Limited.
ED	Executive Director
Facilitation Payment	Any payment made as a bribe to secure or expedite the performance of a routine or necessary action to which the payer of the facilitation payment has legal or other entitlement.
FC	Financial Controller
GM	General Manager
GMD	Group Managing Director

Gratification	Anything of value which can be offered, given, requested or received to illicitly influence the actions of a person in a position of trust within an organisation as an act of corruption.
Kickbacks	Any form of payment intended as compensation for favourable treatment or other improper services such as the return of a sum already paid or due as a reward for awarding or furthering business.
Officers	All employees (full-time, part-time and temporary employees), Senior Management and Board of Directors of the Group.
Senior Management	GMD, ED, CEO, GM and FC

3. MALAYSIAN ANTI-CORRUPTION COMMISSION ACT 2009 ("MACC ACT")

3.1 Under the MACC Act, "**gratification**" or more commonly known as "**bribery**" means offering, promising, giving, accepting or soliciting of an undue advantage of any value, directly or indirectly in violation of applicable law, as an inducement or reward for a person to act or refrain from acting in relation to that person's duties, action and decision.

3.2 This Policy refers to "bribery and corruption" as a standard term to cover all types of gratification.

The MACC Act sets out, inter alia, the following as offences committed by a person:

- (i) corruptly **solicits, receives or agrees to receive** gratification for himself or any other person;
- (ii) corruptly **gives, promises or offers** gratification to any person whether for the benefit of that person or of another person;
- (iii) corruptly **gives, promises or offers** gratification to public officials;
- (iv) **failure** of a commercial organisation **to prevent an act of corruption** committed by its employees, directors, partners, suppliers, service providers, etc.

If a commercial organisation is charged for an offence under Paragraph 3.2(iv) above, the directors of the commercial organisation, among others, are deemed to have committed such offence unless he/she can prove that the offence is committed without his/her consent and he/she has exercised due diligence to prevent such act.

It is a defence for a commercial organisation to prove that it had in place **adequate procedures** designed to prevent persons associated with it from undertaking any act of corruption.

The penalties for offences committed under the MACC Act are as follows:

- (i) individuals guilty of the offences under Paragraph 3.2(i) to (iii) above could be subject to:
 - imprisonment for a term not exceeding 20 years; and
 - a fine of not less than 5 times of the value of the gratification, or RM10,000, whichever is higher.
- (ii) commercial organisations guilty of an offence under Paragraph 3.2(iv) above for failing to prevent corruption acts could be subject to:
 - a fine of not less than 10 times of the value of the gratification, or RM1,000,000, whichever is higher; or
 - imprisonment for a term not exceeding 20 years; or
 - both.

- 3.3 The Group shall take reasonable and adequate measures to ensure that its businesses do not participate in corrupt activities and internal fraud for its advantage or benefit, and at the same time to act in the best interests of the Group, its shareholders and other stakeholders.
- 3.4 These initiatives are in line with the requirements which were formed on the basis of five (5) principles¹ which serve as defense mechanism against corporate liability, namely:
- (a) Top Level Commitment
 - (b) Risk Assessment
 - (c) Undertake Control Measures
 - (d) Systematic Review, Monitoring and Enforcement
 - (e) Training and Communication

4. SCOPE

The policy is applicable to:

- 4.1 All Officers
All employees (full-time, part-time and temporary employees), Senior Management and Board of Directors
- 4.2 Business Partner /Supplier /Third Party
Business Partner /Supplier /Third Party includes clients, suppliers, contractors, sub-contractors, consultants, agents, representatives and other parties including its directors, employees of an organisation or the person who performs work or services for or on behalf of S360; and
- 4.3 All parties that are currently engaged with the Group and any individual, party and entity intending to have a business relationship with S360.

Each employee has a duty to read and understand the Policy. Violation of any of the Policy's Provision may result in disciplinary action, including termination of employment or they may have to face the consequences of the prosecution of laws.

All Employees including the Senior Management must sign an annual **Employee/Senior Management/Directors Anti-Bribery & Corruption Policy Declaration Form** as appended in **Appendix A** indicating that they have read and understood this Policy, and that they agree to comply with it.

In addition, all personnel, regardless of their position or role, are responsible to communicate this ABC Policy to their Business Partner /Supplier /Third Party of the Group.

If a Director requires further clarification on the Policy, the Director may liaise with the Board. For Senior Management, they may liaise with the Group Managing Director/Executive Director and whereas for employee, the employee may refer or highlight any concerns to the immediate superior, Head of Department, Chief Executive Officer/General Manager.

5. LOCAL AND INTERNATIONAL LEGISLATION

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

¹ Section 17A(5) of the Malaysian Anti-Corruption Commission Act 2009

5.2 These laws include but not limited to the following:

- (a) Malaysia:
Malaysian Penal Code;
MACC Act and its amendments;
Companies Act 2016;
- (b) Myanmar:
Myanmar Anti-Corruption Law;
Myanmar Penal Code;
- (c) Singapore:
Singapore Prevention of Corruption Act
Singapore Penal Code
Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap. 65A) (the CDSA).

Officers of the Group shall be aware of the bribery and corruption laws where S360 operates. In the event of conflict between the mandatory laws and the principles herein contained, the former shall prevail.

6. RESPONSIBILITIES

- 6.1 S360 takes bribery and corruption seriously. Any violation of this Policy will be regarded as a serious matter and will result in disciplinary actions, including termination and dismissal in accordance with local laws.
- 6.2 The Board has oversight of this policy. The Group Managing Director, Executive Director, Chief Executive Officer/General Manager, Financial Controller, Head of Department are responsible for ensuring the compliance of this Policy. Every individual and employee are required to be familiar and comply with this Policy.
- 6.3 Any individual and employee with any suspicion, concerns or believes regarding a violation against this Policy has occurred or may occur should raise up, notify and report to the Company via the channel outlined in our **Whistleblowing Policy**.
- 6.4 Bribery is a criminal offence. 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 or anti-bribery or anti-corruption laws. Punishment for violating the law is against him or her as an individual personally and may include imprisonment, probation, mandated community service and monetary fines of which S360 will not be responsible for.
- 6.5 S360 reserves the right to report any actions or activities suspected of being criminal in nature to the police or other relevant authorities.

7. WHAT SHOULD I DO WITH THIS POLICY?

- 7.1 All Employees, Senior Management and Directors must read, understand, comply and declare their acceptance and compliance with this ABC Policy.
- 7.2 We also expect all parties including Business Partner /Supplier /Third Party who intends to, or that are engaging with the Group to read, understand and comply with this ABC Policy.

8. GIFTS, HOSPITALITY AND ENTERTAINMENT

As a general rule, the Group practices a “No Gift Policy”. In this respect, Employee, Senior Management and Directors are prohibited from directly or indirectly, giving or receiving gifts that may influence good judgement and decision making. Subject to certain limited exceptions, normal business courtesies or hospitality are allowed as long as it is reasonable, appropriate, modest and bona fide corporate hospitality.

No obligation	does not place the recipient under any obligation
No expectations	expectations are not created in the giver or an associate of the giver or do not have a higher importance attached to it by the giver than the recipient would place on such a transaction
Made openly and for the right reason	It should be given clearly as an act of appreciation and for a bona fide business person. Furthermore, it should not be made secretly or hidden as the purpose/motive will then be suspect
Accords with stakeholder perception	would not be viewed unfavourably by stakeholders if it were to be made known to them
Reasonable and Proportionate	the gifts and hospitality is appropriate to the relationship and accords with general business practice and local customs. It should not be lavish or excessive
Legality	it is in compliance with laws and this Policy
Infrequent	the gifting and receiving of gifts and hospitality is not overly frequent between the giver and the recipient
Documented and Reported	the gifts and hospitality are fully documented for record purposes and reported to the respective level of management set out in this Policy

8.1 We encourage the use of good judgement, discretion and moderation when giving or accepting the gifts or entertainment or hospitality in business settings. Below are some of the guiding factors that may help in making good judgement: -

8.2 Gifts

This Policy does not prohibit normal business hospitality, as long as it is reasonable, appropriate, modest and bona fide corporate hospitality. Some examples of acceptable gifts are as follows: -

Receiving Gifts:

Employee, Senior Management, and Directors may accept gifts in the following circumstances without disclosure, i.e. **without** submitting the GH&E Disclosure Form:

- (i) gifts or hampers which are appropriate to the circumstances such as festive occasions, cultural tradition or local custom, and are considered reasonable within the local business community and permitted by local laws.
- (ii) gifts sponsored by any Business Partner /Supplier /Third Party for events organised by the Company provided that there are proper document trails of such request, receipt and distribution of gifts.
- (iii) promotional gifts such as t-shirts, pens, bags and other articles that are handed out by the hosts or organisers to all invitees or participants at corporate or industry related events such as conferences, seminars, trade shows, presentations, talks or other events.
- (iv) corporate branded stationery or mementos such as plaques, mugs, pens, photo frames and calendars, bouquet of flowers, box of chocolates, fruit basket, commemorative

books or other appropriate reading materials given or received as a token of appreciation. For example:

- (a) in relation to hosting or organising corporate or industry related events such as conferences, seminars, trade shows, presentations, talks or other events;
- (b) as an invited speaker or panellist at a corporate or industry related events such as conferences, seminars, trade shows, presentations, talks or other events.

Such Gifts shall not exceed, in any case, **RM250** (or its equivalent in value). If the Gifts received are more than **RM250**, it should be registered in the **GH&E Register** and approved by either a superior, the Management, Director or a designated officer (depending on hierarchy of approval).

Providing Gifts

Gifts provided shall not exceed, in any case, **RM250** (or its equivalent in value). If the Gifts value exceeds RM250, it should be registered in the **GH&E Register** and approved by either a superior, the Management, Director or a designated officer (depending on hierarchy of approval).

Exceptions to Providing Gifts:

Employee, Senior Management and Directors may offer or provide the following gifts to Business Partner/Supplier/Third Party, but subject always to the **GH&E limits**:

- (i) promotional gifts bearing the Company's logo e.g. pens, mugs, diaries, lanyards etc.), and is part of an approved marketing or promotional campaign;
- (ii) gifts exchanged at a company-to-company level (e.g. for official events or launches);
- (iii) gift that is a token of appreciation at an official function or public event (e.g. door gifts at conferences, open house etc.);
- (iv) gifts given as part of the Company's Corporate Social Responsibility programme; or
- (v) gifts offered in conjunction with any festive season or occasion provided that the value of such gifts does not exceed the Nominal Value of **RM250**.

If the Gifts value exceeds RM250, it should be registered in the **GH&E Register** and approved by either a superior, the Management, Director or a designated officer (depending on hierarchy of approval).

Even with the exceptions provided, Employee, Senior Management and Directors are required to exercise proper care and judgement in the handling of gifts. This is not only to safeguard the Company's reputation but also to protect directors and employees from any allegation of impropriety or undue influence.

8.3 Hospitality and Entertainment

Hospitality and entertainment may come in many forms, such as meals, accommodation, recreation (leisure activities), etc. The Group recognises that the occasional offering or acceptance of a reasonable and modest level of hospitality in the normal course of business is a legitimate way to network and build good business relationships.

Further, prior to offering or accepting any hospitality, the Employee, Senior Management or Director shall ensure that the criteria set out in **Paragraph 8.1** above are adhered to.

8.4 Providing Hospitality and Entertainment

Employee, Senior Management and Directors may offer hospitality or entertainment provided that it is intended to facilitate business goals without any intention to improperly cause undue influence on any party in exchange for some future benefit or result.

Any hospitality or entertainment offered shall not exceed **RM150 per person**. For any amount exceeding **RM150 per person**, the hospitality and entertainment shall be registered into **GH&E Register** and approved by either a superior, the Management, Director or a

designated officer (depending on hierarchy of approval). The hierarchy of approval may take the following:

- the HOD (in the case of an employee);
- the Senior Management (in the case of HOD's)
- the GMD/ED (in the case of Senior Management); or
- the S360 Board (in the case of GMD/ED).

Employee, Senior Management, GMD/ED shall submit a copy of the completed **GH&E Disclosure Form** if the value of the hospitality exceeds the Nominal Value of **RM150 per person**.

8.5 Receiving Hospitality and Entertainment

It is important for Employees, Senior Management and Directors to exercise proper care and judgement before accepting the hospitality and entertainment. This is not only to safeguard the Company's reputation, but also to protect directors and employees from allegations of impropriety or undue influence. Examples of entertainments could include theatre, concerts movies, karaoke, spa, orchestra, etc. As for corporate hospitalities, the examples could include event tickets or invitation for events dining, conference, training, open-house, additional discounts given on items bought from customer's companies etc.

Hospitality that is **extravagant** or **frequent** may often appear inappropriate, and cannot be taken as business norm. Therefore, Employees, Senior Management and Directors should politely and appropriately **decline** any hospitality that is extravagant, lavish or excessive.

In the event the Employee, Senior Management or Director is unable to decline or it will be perceived as discourteous to decline the hospitality offered, any hospitality received that is above **RM150** per person must be registered in the **GH&E Register** and approved by the superior or the Management, Directors or designated officer and reported to:

- the HOD (in the case of an employee);
- the Senior Management (in the case of HOD's)
- the GMD/ED (in the case of Senior Management); or
- the S360 Board (in the case of GMD/ED),

as soon as practicable, but no later than two (2) business days after the event takes place by submitting a copy of the completed **GH&E Disclosure Form** and registered in the **GH&E Register**.

The **GH&E Disclosure Form** (Appendix C) and **GH&E Register** (Appendix D) can be found at the end of this Policy.

8.6 Travel Expenses

Subject to the exception set out below, as a general rule, the Company prohibits Employee, HOD and Senior Management from giving or receiving travel expenses (travel, transportation, accommodation and incidental expenses) to or from any Business Partner /Supplier /Third Party or public officials, unless otherwise specified or instructed by the Company. Any exception to the general rule above requires the prior approval of:

- the HOD (in the case of an employee);
- the Senior Management (in the case of HOD's);
- the GMD/ED (in the case of Senior Management); or
- the S360 Board (in the case of GMD/ED).

Exception to travel expenses:

The incurring and charging of travel expenses for business purposes or as provided under contracts for services (e.g. consultants/advisers providing services and charging the Company for travel expenses incurred).

8.7 Summary of GH&E Limits

The following GH&E Limits are applicable:

DESCRIPTION	VALUE (RM)	REGISTER IN GH&E REGISTER
Giving GH&E		
Gifts	<RM250	
	>RM250	✓
Entertainment and Hospitality (Per Person)	<RM150	
	>RM150	✓
Receiving GH&E		
Gift	<RM250	
	>RM250	✓
Entertainment and Hospitality (Per Person)	<RM150	
	>RM150	✓

**If Gifts are received and are addressed to Company/Group (such as hampers etc) it will be shared among staff members. Person who receives Gift on behalf of Company/Group which are not directed to a specific person shall notify and declare in the GH&E Disclosure Form.*

Note: If you encounter doubts or uncertain of the value, fill up GH&E Disclosure Form in Appendix C (of GH&E Policy) and obtain approval

8.8 Cash

The giving or receiving of Cash are strictly prohibited.

9. FACILITATION PAYMENTS AND KICKBACKS

- 9.1 We do not make and will not accept Facilitation Payments or Kickbacks of any kind.
- 9.2 Any individual with any suspicion, 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**.
- 9.3 The Company acknowledges that there are certain situations or circumstances where a director or employee may face with having to make facilitation payments in order to protect his/her life, limb or liberty. In the circumstances where the party has no alternative but to make a facilitation payment to protect themselves from injury, loss of life or liberty, he or she should immediately report it to superior or Head of Department, Senior Management or GMD/ED.

10. MONEY LAUNDERING

- 10.1 Money laundering occurs when persons or groups attempt to conceal the proceeds of illegal activities or try to make the sources of their illicit funds appear legitimate.
- 10.2 S360 will comply with all laws that prohibit money laundering or financing for illegal or illegitimate purposes. S360 will not enter into transactions involving funds generated through

criminal activities such as fraud, terrorism or drug-dealing. Doing so may violate anti-money laundering and anti-terrorism laws

- 10.3 S360 shall conduct its business with reputable customers or business partners, for legitimate purposes, with legitimate funds. Therefore, an Officer should be aware of "red flags," such as requests for cash payments or other unusual payment terms.
- 10.4 Money laundering and anti-terrorism issues can be complicated. If you encounter any transaction that does not seem right, you should report them immediately.

11. DEALING WITH PUBLIC OFFICIALS

- 11.1 Care and prudence should be exercised when dealing with public officials whom the Group have or are seeking to have business dealings with. Gifts, hospitality or any financial or other advantage shall not be offered, promised, given to or received from public officials. Local laws may restrict or even prohibit the offering of gifts and entertainment to public officials.
- 11.2 A public official includes a person who works for or is an agent of a government-owned or government controlled entity. Public officials also include elected and appointed officers or employees of national, municipal or local governments (including individuals holding legislative, administrative and judicial positions), officials of political parties and candidates for political offices, and employees of government or state-controlled companies.

12. DONATIONS AND POLITICAL CONTRIBUTIONS

- 12.1 S360 does not make charitable donation or contributions to religious or political parties. Contributions or donations made by S360 to community projects or charities body shall be made in good faith. All charitable donations must be approved in accordance with S360's Authority Limit.
- 12.2 S360 may utilise sponsorships to promote the company and its business. All sponsoring relationships shall be strategic and aligned with S360's integrity principles. There must be documented tangible benefits for S360 associated with any sponsorship, such as commercial gain, professional development, enhanced profiling, etc. All sponsorship shall follow S360's Authority Limit.
- 12.3 There shall be no personal conflict of interest involved in the decision to sponsor an organisation. In situations where a conflict of interest exists, the individual with a conflict shall withdraw from any associated decision-making process.
- 12.4 Whilst employees are permitted to make personal political contributions, S360 will not make any reimbursement for these personal political contributions back to the employees.
- 12.5 The funds, services, property, facilities and employees' time of S360 shall not be used for or contributed to any political party or candidate of public office to avoid any suspicion of bribery or corruptions which may arise as a result of doing so.
- 12.6 All contributions and donations must comply with the following criteria:
 - (a) the donations are allowed by applicable laws;
 - (b) proper due diligence or background checks on the relevant charity bodies or entities are conducted;
 - (c) the donations are made to well-established charities or entities having adequate organisational structure to guarantee proper administration of the funds;
 - (d) the donations are accurately stated in the Group's books and records;

- (e) the donations are not to be used as a means to cover up an undue payment or bribery;
- (f) there is no risk of a perceived improper advantage for the Group.

13. CONFLICT OF INTEREST

- 13.1 Officers shall declare conflicts of interest where actual, potential or perceived conflicts arises.
- 13.2 The term "**conflict of interest**" describes any circumstances that could cast doubt on a director or an employee's ability to act with total objectivity with regard to the Group's interests. No director or employee shall knowingly place himself/herself in a position that would be in conflict with the interest of the Group.
- 13.3 For instance, a "**conflict of interest**" may arise where a director or employee taking advantage of his/her role by using power, confidential information, assets or intellectual property of the Group for the benefit of himself/herself or a relative.
- 13.4 Relative, in relation to a person as defined in the MACC Act, means:
 - (a) a spouse of the person;
 - (b) a brother or sister of the person;
 - (c) a brother or sister of the spouse of the person;
 - (d) a lineal ascendant or descendant of the person;
 - (e) a lineal ascendant or descendant of a spouse of the person;
 - (f) a lineal descendant of a person referred to in paragraph (b);
 - (g) the uncle, aunt or cousin of the person; or
 - (h) the son-in-law or daughter-in-law of the person;
- 13.5 In avoiding situations of conflict of interest, directors and employees shall ensure that their personal financial circumstances and transactions do not jeopardise their independent and objective judgement or adversely affect their job performance.
- 13.6 While it is impossible to specify all situations where a conflict of interest may arise, the following are examples of situations that constitute a conflict:
 - (a) employees in any outside employment or hold any position without the prior written consent from the Group;
 - (b) ownership by employee or director's immediate family member of a financial or other beneficial interest in any entity which does business with or is a competitor of the Group;
 - (c) where such director or employee acting in the official capacity as a member of any tender/purchasing committee of the Group but has a direct or indirect interest in the person or entity that has a relevant matter for consideration before the said tender/purchasing committee;
 - (d) any direct or indirect financial or other interest in a person or entity which has dealings with the Group or its related companies where the director or employee can influence decisions with respect to the Group's dealings with such person or entity;
 - (e) serving on the board of directors or assuming employment in any capacity (with or without remuneration) with any person or body that has dealings with the Group unless authorised by the Group.
- 13.7 Where a conflict of situation arises:
 - (a) in the case of an employee, he/she shall disclose such conflict or potential conflict in

writing to the Head of Department (“**HOD**”), CEO/GM (in the case of a HOD) or GMD/ED and where relevant, abstain from voting as a member of the relevant committee on any matter in which he/she may have an interest (direct or indirect) or where there may be a potential conflict of interest. Failure to disclose fully the nature and scope of a conflict of interest will result in disciplinary action against the employee; or

- (b) in the case of a Director, he/she shall disclose such conflict or potential conflict during the board meeting or in the absence of board meetings, a Director shall disclose such conflict or potential conflict to the company secretary, which conflict will then be set out in the Directors’ circular resolution to be circulated.

14. DEALING WITH BUSINESS PARTNER / SUPPLIER / THIRD PARTY

- 14.1 Engaging with Business Partner /Supplier /Third Party is a further area where the Group is potentially exposed to liability as a result of bribery and corruption.
- 14.2 The Group also expects Business Partner /Supplier /Third Party dealing with S360 to apply the highest ethical standards in their business relationships and that they have an appropriate anti-bribery and corruption compliance framework in place.
- 14.3 All existing Business Partner /Supplier /Third Party that already have an agreement in place with the Company or Group and any party who intends to establish a business relationship with the Group are expected to sign the **Business Partner /Supplier /Third Party Anti-Bribery & Corruption Declaration Form** as appended in **Appendix B** indicating that they have read and understood this Policy, and that they agree to comply with it.
- 14.4 The Group may not enter into, or continue, a relationship with any Business Partner /Supplier /Third Party if it cannot be satisfied that such Business Partner /Supplier /Third Party will behave in a manner consistent with this Policy and in accordance with applicable anti-bribery and corruption laws.
- 14.5 To protect directors, employees and the Group from potential liability for bribery or corruption committed by Business Partner /Supplier /Third Party, the following steps should be taken:
 - (a) to conduct due diligence on Business Partner /Supplier /Third Party prior to entering a business relationship with the Business Partner /Supplier /Third Party;
 - (b) to ensure appropriate anti-bribery provisions are included in the agreements with Business Partner /Supplier /Third Party;
 - (c) to conduct on-going monitoring and re-evaluation on Business Partner /Supplier /Third Party; and
 - (d) to monitor and consider any red flags in the course of the business relationship with Business Partner /Supplier /Third Party.
- 14.6 In relation to the above, the Group will undertake the following as set out below:
 - (i) Due Diligence
Due diligence must be conducted on all Business Partner /Supplier /Third Party by the respective departments engaging with them according to the Group’s Due Diligence procedures.
 - (ii) Including appropriate provisions in the agreements with the Business Partner /Supplier /Third Party
Arrangements with Business Partner /Supplier /Third Party must be transparent and documented in a written agreement with the relevant Business Partner /Supplier /Third Party. The following should be included in the agreement to be entered into with a relevant Third Party:
 - a warranty or undertaking that the Business Partner /Supplier /Third Party has

not and will not engage in corrupt conduct or bribery;

- an undertaking that the Business Partner /Supplier /Third Party will comply with all relevant anti-bribery and corruption laws and this Policy;
- a continuing obligation on the Business Partner /Supplier /Third Party to advise the Group if any contravention of the above provisions occurs; and
- a right of termination/right of exit if the Business Partner /Supplier /Third Party pays bribes or acts in a manner which is inconsistent with the agreement, all relevant anti-bribery and corruption laws and this Policy.

Agreements to be entered into between the Company and the Business Partner /Supplier /Third Party should therefore, contain anti-bribery and corruption clauses. The relevant Officer engaging with the Business Partner /Supplier /Third Party must ensure that the Business Partner /Supplier /Third Party complies with all the clauses in such contractual arrangements that he/or she manages.

15. RECORD KEEPING

- 15.1 We must keep 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.
- 15.2 We must ensure all expenses claims relating to gifts or benefits or entertainment or hospitality made to third parties are submitted in accordance with the Company's Reimbursement policy and procedures and specifically record the reason for such expenditure.
- 15.3 All documents, invoices, accounts, memorandum and records relating to dealing with third parties, such as customers, suppliers, contractors and business contractors, should be prepared and maintained with strict accuracy and completeness. No accounts should be kept "off-book" to facilitate or conceal improper payments.

16. COMPLAINTS CHANNEL

- 16.1 The Company encourages openness, transparency and accountability in ensuring prompt action is taken where necessary, in order to mitigate any potential financial or reputation damage arising from the violation of this Policy or any applicable law.
- 16.2 In this respect, if anyone, including Third Parties and any outsiders, becomes aware that another person subject to this Policy has violated or is about to violate this Policy or the applicable law, whether deliberately or inadvertently, he/she is encouraged to make a report.
- 16.3 The Company has adopted a **Whistleblowing Policy** to encourage the reporting of concerns and violations (or suspected violations) of this Policy and to provide effective protection to those reporting by implementing systems for confidentiality and report handling.

17. CONFIDENTIALITY AND PROTECTION

- 17.1 Individuals who refuse to accept or offer bribe, or those 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.
- 17.2 We ensure that no one will suffer any detrimental treatment as a result of refusing to take

part in corruption, or because of reporting concerns under this Policy in good faith.

18. COMMUNICATION AND TRAINING

- 18.1 Our zero-tolerance approach to corruption and bribery must be communicated to all Business Partner /Supplier /Third Party at the outset of our relationship with them and as appropriate thereafter. We shall always refer them to this Policy on our Company Website.
- 18.2 This Policy and any amendments thereof must be communicated in a timely manner to the following parties as follows:

Party	Person responsible	Time of communication
Directors	Company Secretary	Upon joining the Company and regularly throughout their appointment.
Employees	HR	Upon onboarding the Company and regularly throughout their employment.
Business Partner/Supplier/Third Party	Personnel from the respective departments engaging with the Business Partner/Supplier/Third Party	Prior to engagement or renewal of contracts, and as appropriate during the course of their engagement.

- 18.3 S360 will on a continuing basis provide training on this Policy, and on how to implement and comply with this Policy for all new and existing employees, especially those employees who operate in areas that are perceived as high-risk areas and that such training is refreshed on an annual basis.

19. MONITORING AND REVIEW

- 19.1 All the employees and external parties are responsible for the success of this Policy and should ensure they use it to disclose any suspected danger or wrongdoing.
- 19.2 Internal control systems and procedures will be subjected to regular audits to provide assurance that they are effective in countering corruption and bribery.
- 19.3 We encourage and welcome all parties to comment and suggest ways to improve and enhance this Policy.
- 19.4 The Board will monitor compliance with this Policy and review the Policy regularly to ensure that it continues to remain relevant and appropriate.
- 19.5 The Management and GMD/ED will:
 - provide leadership, guidance, advice and direction to employees to promote compliance with this Policy;
 - communicate and ensure compliance with this Policy within their respective departments, business functions or units;
 - report, escalate and resolve any bribery and corruption compliance issues; and
 - report to the Board of S360 as appropriate.

20. BREACH AND NON-COMPLIANCE OF THIS POLICY

- 20.1 The Group regards bribery and corruption as a serious matter. The Group may take appropriate disciplinary action including termination of employment or appointment or dismissal of any employee who fails to comply with this Policy, or the applicable laws. In addition, a director or employee who breaks the law may be reported to the police and other relevant authorities, and may face prosecution, criminal proceedings, fines or imprisonment, and be subject to the active pursuit of recovery of loss or damages by the Company.
- 20.2 For Business Partner /Supplier /Third Party, non-compliance with this Policy and the applicable laws will be considered a material breach of contract and may result in the termination of any relationship with the Group and the matter being reported to the police and other relevant authorities, and be subject to the active pursuit of recovery of loss or damages by the Group.

APPENDIX A – EMPLOYEE/SENIOR MANAGEMENT/DIRECTORS ANTI-BRIBERY & CORRUPTION POLICY AND CONFLICT OF INTEREST DECLARATION FORM

Section A: Anti-Bribery and Corruption Policy Declaration

I, _____, hereby declare that I have read and understood the Anti-Bribery and Corruption Policy (“Policy”) issued by Shopper360 Limited (“Company”), a copy of which is [available on the Company’s intranet **OR** provided to me by the [Company Secretary / Human Resources Department¹].

I acknowledge that the Company takes a zero tolerance approach to bribery and corruption. I will abide by the requirements and provisions set out in the Policy and the applicable anti-bribery and corruption laws, and any related policies as may be issued by the Company at all times, as part of my terms of appointment/employment² with the Company.

I acknowledge and agree that a breach of the Policy and/or the applicable anti-bribery and corruption laws:

- (a) may be treated as a disciplinary matter and the Company may take appropriate disciplinary action including termination of my appointment/employment³;
- (b) may be reported by the Company to the police and other relevant authorities, and I may face prosecution, criminal proceedings, fines or imprisonment, and
- (c) may result in the Company taking any other remedial action as the Company deems appropriate, including the active pursuit of recovery of loss or damages suffered by the Company.

Section B: Conflict of Interest Declaration

I understand that if I, my family members and close relatives and personal friends have any direct or indirect interest in any company which has business dealings with the Group, I shall make a declaration to the Head of Department/Senior Management/Director/Board.

I would like to declare the following existing or potential conflict of interest situation arising from the discharge of my duties. (If there is no conflict please input “N/A”).

No	Name	Role	Relationship	Company Name	Interest (Shareholder/Employee)
1					
2					

If a conflict of interest situation has or may occur, I will inform my superior, Head of Department/Senior Management/Director/Board immediately. I will ensure that I excuse myself from any decision making and influencing role when it comes to business dealings with the above existing or potential conflict. The decision making should be passed on to a committee or my superior or to level of higher authority.

 Name:
 Position:

¹ To delete as appropriate
² To delete as appropriate
³ To delete as appropriate

APPENDIX B – BUSINESS PARTNER /SUPPLIER /THIRD PARTY ANTI-BRIBERY & CORRUPTION DECLARATION FORM

I, _____ (Name¹), being the [director/principal/authorised representative²] of _____ (Company/ Business Name) (hereinafter referred to as “[X]”) hereby:

1. DECLARE THAT:

- (a) The [X] and its directors, officers, employees (each a “**Representative**”) have not offered, promised, given, authorised, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the contract that it had entered into with the Company (“**Contract**”) and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence (“**Business Partner/Supplier/Third Party**”), from doing so.
- (b) So far as the [X] is aware, at the date of this Declaration, neither it or its Representatives are involved in any pending or threatened investigation, inquiry or enforcement proceedings by or before any governmental, administrative or regulatory body regarding any offence or alleged offence under any applicable laws for the prevention of fraud, bribery and corruption.
- (c) The [X] agrees that, at all times in connection with and throughout the course of the Contract and thereafter, it will take reasonable measures to ensure that its Business Partner /Supplier /Third Party will not promise, authorise, offer or ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to:
- (i) any director or employee or other individual(s) representing the Company;
 - (ii) any government official at the international, national or local level;
 - (iii) any person connected to any political party and office; or
 - (iv) any other person,
- in order to obtain or retain a business or any improper advantage in connection with the Contract.
- (d) The [X] agrees that, if required by the Company, it shall execute and deliver any such additional documents, supplemental agreement, side letter or agreements in the form satisfactory to the Company in order to confirm and reflect its obligations and declaration contemplated herein.

2. UNDERTAKE THAT:

- 2.1 The [X] shall, and shall procure that its Representatives shall comply with the Company’s Anti-Bribery and Corruption Policy (a copy of which has been provided to the [X]), as may be amended by the Company from time to time (“**Policy**”);
- 2.2 The [X] shall maintain in place its own policies and procedures, including but not limited to adequate procedures to ensure compliance with the Policy and the Malaysian Anti-Corruption Commission Act 2009⁴, and will enforce them where appropriate. The [X] agrees to maintain and implement such policy and procedures at least throughout the lifetime of the Contract; and
- 2.3 The [X] shall, and shall procure that its Representatives shall declare any conflict of interest situation that may occur to the Company.

3. AGREE THAT:

¹ To insert as appropriate

² To insert as appropriate

³ To insert the appropriate third party i.e. adviser, agent, consultant, contractor, vendor, lender, etc.

⁴ Modify/Update as appropriate

- (a) In the event that the Company in good faith, has a reasonable belief to suspect that a breach of Paragraph 1(c) of this Declaration may take or has taken place, the Company will notify the [X] accordingly and require the [X] to take the necessary remedial action in a reasonable time. If the [X] fails to take the necessary remedial action or if such remedial action is not possible, this shall constitute a material default by the [X] and:
- (i) the Company shall be entitled to terminate the Contract immediately; and
 - (ii) The Company may take any other remedial action as the Company deems appropriate.
- (b) Should any individual representing the Company attempt to solicit any bribe or advantage (whether financial or otherwise) from the [X] or its Representatives or where the [X] has reasonable grounds to suspect any breach or potential breach of the obligations in the Policy, the [X] will report such act immediately in accordance with the whistleblowing channel of the Company.

Signed: _____

Name: _____

Position: _____

Name of Company/ Company stamp: _____

Date: _____

APPENDIX C – GIFTS, HOSPITALITY AND ENTERTAINMENT (“GH&E”) DISCLOSURE FORM

SHOPPER360 LIMITED			
GIFTS, HOSPITALITY AND ENTERTAINMENT (“GH&E”) DISCLOSURE FORM			
TYPE OF GH&E:	GIFTS > RM250		Select
	HOSPITALITY/ ENTERTAINMENT > RM150		Give/Receive
	OTHERS - DONATION ETC		Give/Receive
YOUR INFORMATION			
EMPLOYEE NAME			
POSITION			
PHONE NUMBER/E-MAIL			
DEPARTMENT/COMPANY			
DESCRIPTION OF GH&E (include sufficient details on item, venue, location and dates)			
ANTICIPATED VALUE OR EXPENSE (include value of item, cost per person and/or payment method)	RM:		
BUSINESS JUSTIFICATION			
OTHERS INVOLVED (offerors, recipients, participants, etc.) Note: expenses may only be incurred for persons with legitimate business reason to attend	NAME/TITLE	COMPANY/ ORGANISATION	GOV'T OFFICIAL?
RELATIONSHIP CONSIDERATIONS (describe any pending business (e.g., agent, customer) or existing contract obligations (e.g., required site visit)			
PROVISION OR RECEIVING OF GIFT, HOSPITALITY AND ENTERTAINMENT			
Is the provision or receiving of GH&E satisfies the criteria as per Appendix A?			Y/N
<i>*If the answer to any of the above question is YES, you should consider refraining from the provision or receiving of GH&E</i>			
APPROVAL & CERTIFICATION			
CERTIFICATION	TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION PROVIDED IN THIS FORM IS TRUE, ACCURATE AND COMPLETE		
	SIGNATURE:		
	DATE:		
APPROVAL (WHERE APPLICABLE)	HOD/CEO/GM		
	SIGNATURE: DATE:		
	GMD/ED/FC		
	SIGNATURE: DATE:		
	BOARD		
	SIGNATURE: DATE:		

APPENDIX D – GIFT, HOSPITALITY AND ENTERTAINMENT (“GH&E”) REGISTER

Serial Number	Date	Details of or Person or Organisation Giving or Receiving the GH&E	Details of the GH&E	Estimated Value	Names of those receiving or offering	Reason for GH&E	Details/ Remarks (occasion & country)

Note : The information contained in the GH&E register is derived from the Appendix C GH&E register form