



**CELCOM TIMUR (SABAH) SDN. BHD.**

# **ANTI-CORRUPTION POLICY**

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## 1. Definitions

Abbreviation	Description
<b>Bribery</b>	means a form of Corruption that entails an inducement or reward accepted, obtained, attempted to be obtained, solicited, given, offered, promised, or received to improperly gain any commercial, contractual, regulatory, or personal advantage or influence which includes passive and active bribery.
<b>Business</b>	means any activity carried out for the purpose of gain or profit and includes all property derived from or used in or for the purpose of carrying on such activity, and all the rights and liabilities arising from such activity.
<b>Business Partner</b>	<p>The term “Business Partner” or “Business Partners” in this context covers individuals or entities with whom the Company contractually engages or plans to contractually engage. These include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Suppliers/vendors, including any manufacturer, contractor, consultant, and service provider.</li> <li>• Distributors and franchisees</li> <li>• Agents, intermediaries, and lobbyists</li> <li>• Recipients of sponsorships, donations, and other contributions, including sustainability partnerships</li> <li>• Partners with digital or online Business models involving revenue, platforms, or other sharing arrangements.</li> <li>• Merger and acquisition, joint venture, and divestment partners</li> </ul>
<b>Corruption</b>	Corruption refers to the act of giving or receiving any Gratification or reward in the form of cash or in-kind to improperly gain any commercial, contractual, regulatory, or personal advantage or influence.
<b>Conflict of Interest</b>	a conflict of interest exists when our personal interest’s conflict, or could be perceived to conflict, with The Company’s interests.
<b>Facilitation Payment</b>	means any sums of unofficial payment made to secure, expedite, or facilitate an ordinary governmental action, process, or procedure to a government official (either locally or internationally).
<b>Family Members</b>	means a person’s spouse(s), children (including stepchildren and adopted children), parents, stepparents, siblings, stepsiblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and cousins, as well as any other persons who are members of his/her household.
<b>Gratification</b>	<p>means:</p> <p>(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.</p> <p>(b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity.</p> <p>(c) any payment, release, discharge or liquidation of any loan, obligation, or other liability, whether in whole or in part.</p> <p>(d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction, or percentage.</p>

Abbreviation	Description
	<p>(e) any forbearance to demand any money or money's worth or valuable thing.</p> <p>(f) any other service or favor 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 already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and</p> <p>(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).</p>
<b>Kickbacks</b>	means an illicit payment or commission made in return for facilitating a transaction, procurement of a project or furthering of a Business.
<b>Public Body</b>	<p>includes the following:</p> <p>(a) the Government of Malaysia.</p> <p>(b) the Government of a State.</p> <p>(c) any local authority and any other statutory authority.</p> <p>(d) any department, service or undertaking of the Government of Malaysia, the Government of a State, or a local authority.</p> <p>(e) any society registered under <b>Subsection 7(1)</b> of the Societies Act 1966.</p> <p>(f) any branch of a registered society established under <b>Section 12</b> of the Societies Act 1966.</p> <p>(g) any sports body registered under <b>Section 17</b> of the Sports Development Act 1997.</p> <p>(h) any co-operative society registered under <b>Section 7</b> of the Co-operative Societies Act 1993.</p> <p>(i) any trade union registered under <b>Section 12</b> of the Trade Unions Act 1959.</p> <p>(j) any youth society registered under <b>Section 9</b> of the Youth Societies and Youth Development Act 2007.</p> <p>(k) any company or subsidiary company over which or in which any public body as is referred to in paragraph (a) to (j) has controlling power or interest; or</p> <p>(l) any society, union, organization, or body as the Minister responsible for the Malaysian Anti-Corruption Commission may prescribe from time to time.</p>
<b>Third Party</b>	means any individual or organization that the Employee comes into contact with during the course of work and the running of The Company's Business, and includes Business Partners, actual and potential clients/customers, intermediaries, referrers of work, vendors, suppliers, contractors, sub-contractors, service providers, distributors, dealers, roaming partners, resellers, Business contacts, Business associates, consultants, agents or their Employees (which includes agency staff), representatives, advisers, Public Body (including their advisers, representatives and officials), politicians and political parties.



## 2. Purpose and Scope

- 2.1 The purpose of this Anti-Corruption Policy (“this **Policy**”) is to set out the responsibilities of the Directors, Senior Management and Employees of Celcom Timur (Sabah) Sdn. Bhd. (“the **Company**”) on
- What constitutes Gratification; and
  - How to deal with bribery and Corruption issues.
- 2.2 This Policy applies to all individuals under the employment of the Company at all levels, whether permanent, fixed term or temporary, and wherever located (collectively referred to as “**Employees**”) including the Directors and Senior Management of the Company.
- 2.3 Apart from the Employees, this Policy also applies to all Third Parties performing work or services for or on behalf of the Company who shall fully comply with this Policy.
- 2.4 The Directors, Senior Management, all Employees, Business Partners, and Third Parties engaging with the Company are expected to read, understand, and comply with the requirements set out in this Policy which is made available on the Company’s corporate website.

## 3. Policy Owner Mandate

- 3.1 The Policy Owner of this Policy is given the mandate to ensure that the Company’s zero tolerance to Corruption, such as stated in the Code of Conduct, is implemented throughout the Company’s business activities and that the Company is committed to work against Corruption through an adequate and risk based Anti-Corruption program.
- 3.2 The Company is committed to conducting business and servicing its clients and customers with integrity and honesty. Accordingly, the Company does not condone and tolerate any form of Corruption or bribery which is in contravention to the Malaysian Anti-Corruption Commission Act 2009 (“the **Act**”) or any similar or related legislations globally.
- 3.3 The Company strives to ensure that its Directors, Senior Management and Employees act professionally, fairly and with integrity in all its business dealing and relationships with all its Business Partners and any other Third Parties performing work or services for or on behalf of the Company and includes its customers and potential and long-standing clients.

## 4. Requirements

### 4.1 Zero tolerance for Corruption

The Company has zero tolerance towards any Employee who engages in acts of Corruption, including bribery, facilitation payments and trading in influence in both the public and private sectors. This also applies for acts of Corruption made through a Third Party on behalf of the Company.

## 4.2 General Principles


All Employees shall, at all times in making any business decision affecting the Company, comply with the following principles:

- (a) Comply strictly with the provisions of the Act.
- (b) Shall not participate or condone any acts or forms of Bribery.
- (c) The prevention, detection and reporting of any Gratification received, accepted, obtained, attempted to be obtained, solicited, given, promised, or offered, Bribery and other forms of Corruption are the responsibility of all Employees.
- (d) All Employees are required to avoid any activity that might lead to, suggest, imply, or cause a breach of this Policy or the Act.
- (e) Always exercise proper care and judgement.
- (f) Avoid conflicts of interest (as detailed in the Code of Conduct).
- (g) Conscientiously maintain the highest degree of integrity and ethics.
- (h) Comply fully with all applicable laws, regulatory requirements on Anti-Corruption and all regulations, procedures, and policies issued by the Company.
- (i) Comply with the no gifts policy as detailed in this Policy.
- (j) Notify the immediate supervisor and the Company's Compliance team as soon as possible if it is believed or suspected that a conflict with this Policy has occurred, or may occur in the future, or if they have been offered any form of Gratification, Bribery, are asked to make one, suspect that this may happen in the future, or believe that they are a victim of another form of unlawful activity.
- (k) If any Third Party or external party is aware of any activity by any Employees which might lead to, or suggest, a breach of this Policy, they should raise their concerns to the Company's Head of Compliance.

## 4.3 Gifts

### 4.3.1 General Principles of Gifts

- (a) The Company adopts a **"No Gift"** Policy whereby, subject only to certain narrow exceptions, all Employees are prohibited from, directly or indirectly, receiving or providing gifts, entertainment, and hospitality.
- (b) All Employees shall abide by this Policy to avoid Conflict-of-Interest or the appearance of conflict of interest for either party in an on-going or potential business dealing between the Company and its Business partners or the Third Party as a gift can be seen as a form of bribery that may tarnish the Company's reputation or be in violation of the Act. To this end, this obligation extends to Family Members of Employees as well. In the event conflicts of interest occur, they are to be documented and entered precisely and accurately in the Conflict-of-Interest Register.
- (c) It is the responsibility of the Employees to inform the Business partners, or the service providers involved in any Business dealings with the Company that the Company practices a strict **"No Gift Policy"** and to request the Business partner's or the service provider's understanding for and adherence to this Policy.
- (d) Employees may only authorize, offer, give, accept, or receive gifts that are promotional items of minimal value, normally bearing a company logo and only when it would be customary to do so.

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- (e) Employees shall not authorize, offer, give, accept, or receive cash or cash equivalents.
  - (f) Exceptions can solely be made under the following circumstances as defined in 4.3.2 and subject to review by the Head of Compliance and prior written approval by the Company's CEO.
  - (g) Should an Employee receive a gift that is not within the exceptions defined in 4.3.2, it shall be returned. If that is not possible, the gift must be turned over to the Company as soon as possible and it will be considered as the property of the Company.

#### 4.3.2 Exceptions for Offering and Accepting Gifts


Although the general principle is to immediately refuse or return such gifts, accepting a gift on behalf of the Company is allowed only in very limited circumstances, subject to the review of the Head of Compliance, prior written approval of the Company's CEO and in compliance with this Policy, the Act and local laws and regulations in all relevant countries as follows:

- (a) May offer gifts to Third Parties or accept gifts from Third Parties which are of minimal/nominal value (not expensive and extravagant), bearing the company's logo (preferred) and only when it would be customary or reasonable to do so.
- (b) Reasonable circumstances where gifts may be offered or accepted include the celebration of various festivals in Malaysia.
- (c) Any gift offered or accepted must not be made with the intention to improperly influence the Business decision-making by a Third Party or Employee to obtain or retain Business or a Business advantage, or to reward the provision or retention of Business or a Business advantage, or in explicit or implicit exchange for favors or benefits towards the Company or the Employees.
- (d) The gift offered or accepted shall not include cash or a cash equivalent.
- (e) Any gift accepted shall not be illicit, illegal, or sexual in nature.
- (f) Gifts, if any, shall be offered or accepted openly/publicly and not secretly.
- (g) Any gift accepted shall not be concealed or wrapped; and
- (h) Gifts must not be offered to, or accepted from the Public Body, government officials or their representatives, politicians, or political parties, without the prior approval from the Company's CEO and Head of Compliance.

#### 4.3.3 Prohibited Gifts

Employees are prohibited from offering, obtaining, attempting to obtain, soliciting, or accepting and should immediately decline, reject and return (if accepted) the following:


- (a) any gift of cash or cash equivalent which includes but is not limited to vouchers, discounts, coupons, shares, commission, digital assets.

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- (b) any gifts involving parties engaged or to be engaged in a tender or competitive bidding exercise.
  - (c) any gifts that come with a direct/indirect suggestion, hint, understanding or implication that in exchange for the gift, some expected or desirable outcome is required, irrespective of whether it materializes as anticipated. This includes without limitation receiving or giving a business advantage or obtaining approvals, licenses, permits from the regulatory authorities.
  - (d) any gift that would be illegal or in breach of the Act or foreign bribery and Corruption laws; and
  - (e) any gift which is lavish or excessive.

## **4.4 Events and arrangements**

### **4.4.1 General Principles of Events and Arrangements**

- (a) When arranging or participating in events and arrangements if there is a clear and legitimate business reason, the costs are reasonable, and kept within reasonable limits, the context is open and transparent, and the immediate superior is informed.
- (b) Expensive or extravagant arrangements shall not be arranged or attended unless it is necessary from a Business perspective and documented approval is obtained from the Company's CEO.
- (c) The Company shall not pay for travel, accommodation, or other related expenses for third parties if the Company is arranging a business-related arrangement such as a meeting, seminar, or presentation.
- (d) A Third Party shall not pay for the Company's expenses in connection with a business-related arrangement arranged by any other party.
- (e) Exceptions can solely be made in special circumstances and subject to review by the Company's Head of Compliance and prior written approval by the Company's CEO.
- (f) In the case of events and arrangement, they must not be offered to, or accepted from the Public Body, government officials or their representatives, politicians, or political parties, without the prior review and recommendation of the Head of Compliance and approval by the Company's CEO.
- (g) Any events or arrangements shall not be illicit, illegal, or sexual in nature.
- (h) Invitation to participate in the events and arrangements should be addressed to the contracting legal entity of the Third Party to the Company's contract, and not to the individual Employee (with exception of sole traders) of the Third Party with clear and written agenda and adequate Business content.

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- (i) If an Employee is required to travel abroad on a business-related arrangement, travel, accommodation, and related expenses are to be borne by the Company. This is subject to prior approval which upon being granted must have proper justification and the agenda, content and cost of the said travel shall be properly recorded and documented.
  - (j) Events and arrangements that are offered as an incentive for performance, for instance to dealers, retailers, and other Business partners, must also be based on a clear contractual undertaking between the Company and the dealers and follow the same requirements to gifts, events & arrangements as described above.

#### **4.5 Facilitation Payments and Kickbacks**

The Company prohibits facilitation payments and kickbacks of any kind.

#### **4.6 Emergency Exceptions**

If an Employee has reason to believe that his or her own or other's life, health or property could be in danger, the restriction on facilitation payment and bribery shall not apply.

If such payments are made, they are to be documented and entered precisely and accurately in the gift, hospitality, and travel register. If making a payment subject to the above narrow exception, the Employee shall consult the Company's Head of Compliance and obtain an approval from the Company's CEO at the earliest opportunity.

#### **4.7 Political Activity**

The Company does not take political positions or associate with political movements, though we may participate in public debates which are of importance to our strategy and Business performance.

Unless specifically approved by the Company's Compliance Committee (CCC), the Company does not make any political donations or contributions to any political parties or politically motivated projects.

Whilst the Employees are not restricted from making any personal political contribution in their own personal capacity, the Company will not make any reimbursement for personal contributions for these personal political contributions back to its employees.

#### **4.8 Sponsorships and Donations**


Sponsorships and Donations, though permissible subject to the Company's sponsorship and donations process, must never be for the purpose of obtaining an unfair advantage. Employees should refer to **Section 4.14** below and should further consult the Company's Head of Compliance.

##### **4.8.1 General Principles for Sponsorship and Donations**

The following are general principles to adhere to in providing sponsorships or donations:

- (a) Ensure that such sponsorships, donations, or other contributions are allowed by the Act or any other applicable laws and regulations, both local and foreign.



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- (b) All requests for charitable donations and sponsorships must be evaluated through the GDS Assessment Matrix by the Company's Head of Compliance.
  - (c) All requests for charitable donations and sponsorships must require approval from the Company's Head of Compliance and obtain approval from the Company's CEO.
  - (d) Be only made to well established entities having an adequate organizational structure to guarantee proper administration of the funds.
  - (e) Be accurately recorded in the Company's accounting books and records; and
  - (f) Not used to cover up undue payment, Bribery or Gratification, or with the intent of obtaining or retaining Business or advantage in the conduct of Business for the Company.

#### 4.8.2 Suspicious Transactions

The following are the "red flags" to look out for:

- (a) The proposed recipient/organization has affiliations with a Public Body or its related officials.
- (b) The contribution is made on behalf of a Public Body or its related officials.
- (c) There is a risk of perceived improper advantage to the Company; and
- (d) The proposed recipient, request or activity originates from or is based in a high-risk country as defined in the Foreign Corrupt Practice Act ("**FCPA**").

#### 4.8.3 Commercial Assessment Matrix ("**CAM**")

Before making a commitment to provide a donation or sponsorship or other contributions, the Company's Head of Compliance is required to conduct proper CAM to ensure that the request is legitimate and that any "red flags" that are raised are resolved prior to committing the funds.

The following due diligence checklist should be adhered to in making a decision to provide a donation or sponsorship:

- (a) The request is properly evaluated against this Policy and related policies relating to sponsorship and donation.
- (b) There is no risk or perceived improper advantage for the Company.
- (c) The proposed recipient is a legitimate organization and proper due diligence/background checks has been conducted to the satisfaction of the Head of Compliance; and
- (d) The proposed recipient/organization does not have affiliations with a Public Body. However, the Company's Compliance Committee shall ensure that the Company's CEO approval is obtained for any final decision on sponsorships, donations or other contributions involving faith-based organizations or political, governmental, military, police, and/or other public institutions/entities.

## 4.9 Gift, Hospitality and Travel Register

In these limited circumstances, Employees are expected to immediately record any gift, hospitality or travel expenses offered or accepted in the gift, hospitality and travel register by completing the GDS form which will then be submitted to the Head of Compliance who will then decide whether to approve the offering or acceptance of the gift or require for the gift to be returned, to the extent capable of being returned. If the nature of gift is not capable of being returned, refund of money or credit equivalent to the value of gifts ought to be arranged.

## 4.10 Offence Under the Act

### A. Receives or Gives Gratification

- (a) **Section 16** of the Act, any person who by himself or by or in conjunction with any other person corruptly solicits or receives or agrees to receive for himself or any other person or corruptly gives, promises or offers to any person whether for the benefit of that person or of another person, any Gratification as an inducement to or a reward for, or otherwise on account of (i) any person doing or forbearing to do anything in respect of any matter or transaction, actual or proposed or likely to take place or (ii) any officer of Public Body doing or forbearing to do anything in respect of any matter or transaction, actual or proposed or likely to take place, in which the Public Body is concerned, commits an offence.
- (b) Any person who commits an offence under **Section 16** of the Act, shall on conviction be liable to imprisonment not exceeding twenty (20) years and a fine not less than five times the sum or value of the Gratification is capable of being valued or of a pecuniary nature, or ten thousand Malaysian Ringgit(RM), whichever is higher.

### B. Offence by a Commercial Organization

- (a) **Section 17A** of the Act provides that a commercial organization commits an offence if a person associated with the commercial organization corruptly gives, agrees to give, promises, or offers to any person any Gratification whether for the benefit of that person or another person with intent to obtain or retain a Business for the commercial organization or to obtain or retain an advantage in the conduct of the Business for the commercial organization.
- (b) On conviction, a commercial organization can be liable to a fine of not less than ten (10) times the sum or value of the Gratification, which is the subject matter of the offence, or One (1) million ringgit, whichever is higher or imprisonment for a term not exceeding twenty (20) years or to both.
- (c) Where an offence is committed by a commercial organization, its director, controller, partner, officer, or any person who is concerned with the management of the affairs of the company is deemed to have committed the offence unless he/she can prove that the offence was committed without his/her consent, and he/she has exercised proper due diligence.

#### 4.11 Whistleblower Protection

The Company encourages Employees and/or Third Parties to notify or report any improper conduct through the reporting procedure as provided under the Company's Whistleblowing Policy.

**Section 7** of the Whistleblower Protection Act 2010 provides protection to whistleblowers and extends such protection to any person related to or associated with the whistleblower upon receipt of the disclosure of improper conduct by any enforcement agency provided that such disclosure is not specifically prohibited by any written law.

For further information, please refer to the Company's Whistleblowing Policy.

#### 4.12 Breach

Any Employee who breaches this Policy may face disciplinary action, which could result in dismissal for gross misconduct. The Company reserves the right to terminate our contractual relationship with any Third Party if there is a breach of this Policy.

#### 4.13 Adequate Procedures

The Company shall have adequate procedures in place to prevent the Company from being involved in Corruption, including facilitation payments. This includes the following:

##### 4.13.1 Top level commitment

Senior Management shall demonstrate a visible and active commitment to the Company's zero tolerance for Corruption and the Anti-Corruption program.

##### 4.13.2 Risk assessment


The Company shall annually or at any periodic intervals assess external and internal risks and where there is a change in law or Business to identify, analyze, assess, and prioritize any risk related to bribery and Corruption. Based on the annual assessments, The Company shall implement adequate procedures and controls to prevent the company from being involved in Corruption. The risk assessment shall be properly recorded and documented. The risk assessment will include procedures, steps of improvement and enhancement to strengthen the Company's framework in combatting Corruption and bribery.

##### 4.13.3 Integrity Due Diligence

Due care shall be exercised before engaging with Third Parties to avoid unacceptable risk of being involved in or associated with Corruption.

###### a) General

The Company's dealings with any Third Party shall be carried out in compliance with the Act and all relevant local and foreign laws and consistent with the values and principles of this Policy. As part of this commitment, all forms of Bribery and Corruption are unacceptable and will not be tolerated.



The Company expects that all and any Third Party acting for or on its behalf to share the principles, values, and ethical standards to ensure that their actions does not implicate the Company legally and tarnish the Company's reputation for being involved with bribery or Corruption.

b) Suspicious Transactions

The following are common "red flags" involving a Third Party which includes but is not limited to:

- i. Business dealings involving Family Members or other "special" ties (which includes close relationships) with Public Body or its related officials.
- ii. a reference check reveals a flawed background or a reputation for "getting things done" regardless of the circumstances or suggests that for a certain amount of money, he can fix the problem.
- iii. objection to anti-bribery representations and warranties in commercial agreements or negative response when told of such requirements.
- iv. convoluted payment arrangements such as payment in cash, payment to a Third Party or into accounts in other countries or requests for upfront payment for expenses or other fees.
- v. the Third Party requires that his/her identity not be disclosed as part of the Business transaction.
- vi. inadequate credentials for the nature of the engagement or lack of an office or an established place of Business; and
- vii. refusal or reluctance to complete the Integrity Due Diligence Questionnaire.
- viii. Providing fraudulent information and transactional details in GDS Assessment Matrix.

4.13.4 Communication and Training

Training on this Policy and the Company's Code of Conduct is provided regularly to all Employees and the Company's zero-tolerance approach to Bribery and Corruption will, where appropriate, be communicated to any Third Party that is engaging with the Company through various formats which includes but is not limited to corporate training programs, seminars, townhall sessions, role-specific training, induction programs featuring Anti-Corruption elements, web based programs, other outreach programs and their declaration under an integrity pledge.

The Company also regularly communicate the requirements and obligations under this Policy and related policies through various mediums and platforms which includes but is not limited to emails, newsletters, posters, code of business conduct, the Company's website, and internal platforms.

#### 4.13.5 Record Keeping & Accounting

Any economic benefit or liability shall be recorded and maintained in designated company accounts utilizing clear terms to appropriately describe its nature and use in accordance with widely recognized and accepted accounting principles and practices in compliance with the Company's Finance Policy.

The Company ensures that all matters regarding the prevention of Corruption and bribery which includes but is not limited to risk assessment, proposed improvements, and amendments to process and procedures, annual reviews of policies, complaints, disciplinary and corrective actions taken on prohibited conducts is properly documented and recorded.

#### 4.13.6 Monitoring Yearly review

- (a) Anti-Corruption Policy Owner shall initiate effective periodic monitoring activities to ensure compliance with this Policy.
- (b) The Anti-Corruption Policy Owner shall conduct a yearly risk-based review of the adequate procedures in place in the Company and remediate any weaknesses. The review, including remediating actions, shall be reported to the Company's CEO.
- (c) The Company ensures that the Senior Management continuously monitors the effectiveness and reviews the implementation of this Policy annually and at appropriate intervals, considering its suitability, adequacy, and effectiveness. Any improvements identified are made as soon as possible. Internal control systems and procedures are also subject to regular review to provide assurance that they are effective in eliminating any risks of Bribery and Corruption.
- (d) The Company is also committed to ensuring the proper implementation and enforcement of the Anti-Corruption framework within the Company. These monitoring and enforcement steps may include the form of internal or external audits carried out by external reputable parties.
- (e) The Company also seeks to conduct continual evaluations and identify competent people and establish proper compliance functions to perform the adequate monitoring and implementation of Anti-Corruption measures within the Company.
- (f) All Employees are aware that they are responsible for the success of this Policy and should ensure they use it to disclose any suspected danger or wrongdoing. The Company's Management will monitor closely the performance of Employees in relation to the Anti-Corruption framework to ensure their understanding and compliance with their respective roles and functions.
- (g) The Management will not hesitate to conduct disciplinary proceedings including that of dismissal against any Employee found to be non-compliant with this Policy or its related policies.



## 5. Reporting

- 5.1 The Policy Owner shall always notify the Company's Head of Compliance and Head of Legal in case of:
  - i. Notice by public authorities commencing investigations into or intervention towards the Company under Anti-Corruption laws and regulations.
  - ii. Violations of Anti-Corruption laws and regulations.
- 5.2 Regularly inform the board of directors on matters relating to the implementation of this Policy and other relevant matters (including serious Corruption issues or incidents).