



# **ANTI-BRIBERY AND CORRUPTION POLICY**

**REV. NO: 0**

**APPROVED BY THE BOARD OF DIRECTORS ON 26 AUGUST 2020**

**Custodian: Group Risk Manager**

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## Document Revision History

| Version No | Effective Date | Section Reference | Summary of Changes |
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| 1          | 26 August 2020 | All               | Original Document  |
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## Definition

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| Bribery                                      | Any act considered to be the offence of giving or receiving “gratification” under the Malaysian Anti-Corruption Commission Act 2009 (“MACCA”). This includes offering, promising, giving, accepting or soliciting any “gratification”, directly or indirectly, and irrespective of location(s), to illicitly influence the decisions or actions of a person of position of trust within an organisation or a function.   |
| Corruption                                   | Any unlawful or improper behaviour that seeks to gain an advantage through illegitimate means. For the purpose of this policy, corruption, is defined primarily as any action considered as an offence of giving or receiving “gratification” by the MACCA.  |
| Gratification                                | Defined by the MACCA as:-<br>(a) Money, donation, gift, loan, fee, reward, valuable security, property or interest in property of any description whether movable or immovable, financial benefit, or any other similar advantage;<br>(b) Any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;<br>(c) Any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;<br>(d) Any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;<br>(e) Any forbearance to demand any money or money’s worth or valuable thing;<br>(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<br>(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). |
| Hospitality                                  | Hospitality includes, but is not limited to, considerate care provided to or received from third parties, which may include:<br>(a) Meals or refreshments;<br>(b) Organisation of corporate events or activities;<br>(c) Entertainment of individuals, especially at sporting or other public events; and<br>(d) Travel and accommodation expenses.  |
| Officer of a public body/<br>Public official | Defined by the MACCA as:-<br>Any person who is a member, an officer, an employee or a servant of a “public body”, and includes a member of the administration, a member of Parliament, a member of a State Legislative Assembly, a judge of the High Court, Court of Appeal or Federal Court, and any person receiving any remuneration from public funds, and, where the public body is a corporation sole, including the person who is incorporated as such.   |

**Definition (cont.)**

|                      |  |
|----------------------|--|
| Public body          | <p>Defined by the MACCA as:-</p> <ul style="list-style-type: none"> <li>(a) The Government of Malaysia;</li> <li>(b) The Government of a State;</li> <li>(c) Any local authority and any other statutory authority;</li> <li>(d) Any department, service or undertaking of the Government of Malaysia, the Government of a State, or a local authority;</li> <li>(e) Any society registered under subsection 7(1) of the Societies Act 1966;</li> <li>(f) Any branch of a registered society established under section 12 of the Societies Act 1966;</li> <li>(g) Any sport body registered under section 17 of the Sports Development Act 1997;</li> <li>(h) Any co-operative society registered under section 7 of the Co-operative Societies Act 1993;</li> <li>(i) Any trade union registered under section 12 of the Trade Unions Act 1959;</li> <li>(j) Any youth society registered under section 9 of the Youth Societies and Youth Development Act 2007;</li> <li>(k) Any company or subsidiary company over which or in which any public body as is referred to in paragraph (a) - (j) has controlling power or interest; or</li> <li>(l) Any society, union, organization or body as the Minister may prescribe from time to time by order published in the Gazette.</li> </ul> |
| Third party          | Any external individual or organisation with whom Deleum Group has, or plans to establish, some form of business relationship. This includes (but not limited to) existing or prospective agents, representatives, intermediaries, joint venture partners, customers, consultants, advisers, contractors, subcontractors, vendors and service providers.   |
| Top level management | Top level management of Deleum Group, which comprises of the Group Managing Director, Group Chief Financial Officer and Chief Executive Officer of the respective entities within Deleum Group.  |

## 1.0 Introduction

### 1.1 Policy Statement

- 1.1.1 This Anti-Bribery and Corruption Policy (“this Policy”) has been developed as part of the Anti-Bribery Management System of Deleum Berhad (“Deleum”) and its subsidiaries (collectively referred to as “Deleum Group” or “the Group”), which has been designed to help prevent, detect and address bribery and corruption, by establishing a culture of integrity, transparency and compliance.
- 1.1.2 The objectives of this Policy are as follows:
- To set out Deleum Group’s position on bribery in all its forms, and matters of corruption that may be faced in the course of its operations; and
  - To provide information and guidance on how to recognise and deal with potential acts of bribery and corruption.
- 1.1.3 Deleum Group adopts a zero tolerance approach against all forms of bribery and corruption. Refusal to engage in bribery, refusal to participate in acts of corruption, actively raising concerns, or the reporting of possible wrongdoing, will not be penalised even if such actions may result in Deleum Group losing business, not meeting its targets or suffering disadvantage.
- 1.1.4 This Policy leverages on the values and core principles set out in the Group’s Code of Business Conduct. This Policy shall be read together with other related documents stated in **Section 1.3** below.
- 1.1.5 This Policy is not intended to be exhaustive. It is incumbent upon the reader to seek immediate guidance from the Risk Management Department of Deleum Group (“Group RMD”) in the event that any person subject to this Policy finds themselves in a scenario not dealt with in this Policy, or has any doubt about the scope of applicable laws, or the application of this Policy.

### 1.2 Application

- 1.2.1 This Policy applies to any person, either individually or collectively, in discharging their duties on behalf of Deleum Group, including but not limited to:
- All employees within the Group;
  - Directors of the Group; and
  - Any third parties performing work or services for or on behalf of Deleum Group.
- 1.2.2 Joint-venture, co-ventures and associated companies, in which Deleum Group is a non-controlling stakeholder, are encouraged to adopt these or similar practices.
- 1.2.3 In the event where a subsidiary, non-controlling stakeholder or third party of Deleum Group has its own Anti-Bribery Management System and/or Policies and Procedures, the stricter shall be applied.

### 1.3 Related Documents

#### 1.3.1 This Policy shall be read together with:

- Deleum Group’s various other policies, procedures and guidelines for both the Group and individual entity level, including but not limited to the Group’s Code of Business Conduct, Whistleblowing Policy, Delegation of Authority Guidelines (“DAG”) and Gifts, Hospitality, Donations and Sponsorships (“GHDS”) Policy and Procedure;
- All applicable laws and regulations as amended from time to time including any re-enactment thereof, in particular with respect to anti-bribery and corruption laws including but not limited to Malaysian Penal Code 1936, Malaysian Anti-Corruption Commission Act 2009 (“MACCA”), Malaysian Anti-Money Laundering Act 2011, and Malaysian Companies Act 2016; and
- The Prime Minister’s Department Guidelines on Adequate Procedures pursuant to Subsection (5) of Section 17A of the MACCA (as may be amended from time to time).

### 1.4 Compliance with Laws and Regulations

1.4.1 This Policy extends across all of Deleum Group’s business dealings in all countries in which the Group operates. All persons covered by this Policy, in discharging their duties on behalf of Deleum Group, are required to comply with not only the Malaysian laws and regulations but also the laws and regulations applicable in the location of the business activities, in particular with respect to anti-bribery and corruption laws, rules and regulations.

1.4.2 In the event where there is a conflict between applicable laws and the provisions contained in this and other policies, the law shall prevail. In jurisdictions where local laws and regulations set stricter rules than those set out in this Policy, the stricter rules must always prevail. However, the provisions in this Policy are to be adhered to in the event of any conflict or inconsistencies with a local custom or practices.

## 2.0 Payments, Gifts, Hospitality, Donations and Other Benefits

### 2.1 Payments

2.1.1 All payments made by Deleum Group must be warranted, transparent and proper. No payments may be made as a scheme or disguise for any acts of bribery or corruption.

2.1.2 Deleum does not permit any employees or directors discharging their duties on behalf of the Group to **offer, promise, authorise, give, solicit, accept or receive**, either directly or indirectly, to or from any person, any financial or other advantages which may raise suggestions of impropriety, or with the intent to obtain or retain business, or other advantages.

2.1.3 The Group does not condone the making or receiving of corrupt payments, including facilitation payments to secure or expedite the approval of certain business transactions or activities.

#### 2.1.4 All payments made by the Group must conform to the following:

- (i) Any payment made to any person, such as an agent, representative or intermediary, represents no more than an appropriate remuneration for legitimate goods or services rendered by such person;
- (ii) No part of any such payment is permitted to be passed on by the agent, representative or intermediary as bribe;
- (iii) All payments must be supported with proper and adequate supporting documents to evidence the validity, accuracy, and legitimacy of payments made;
- (iv) All payments must be reviewed and approved in accordance with Deleum Group's DAG and requirements stipulated in this Policy, before making the payment; and
- (v) All payments must be accurately recorded in the financial records of the respective entities under the Group, and retained in accordance with **Section 5** of this Policy.

## 2.2 Gifts and Hospitality

2.2.1 The giving and receiving of modest gifts and reasonable acts of hospitality are **allowed** by Deleum Group **only** as a legitimate means of building goodwill in business relationships. Under no circumstances shall an employee or director of the Group be soliciting any gifts or hospitality from any third party that has or may have business interest with the Group.

2.2.2 Any gift-giving and/or receiving of event of hospitality must be in accordance with the Group's DAG and GHDS Policy and Procedure, whilst fulfilling the following conditions:

- (i) They are of nominal and reasonable value, not lavish or extravagant, and infrequent. Corporate gifts such as calendars, diaries, umbrellas, mouse pads and the like which are inexpensive, openly distributed during festivities and special occasions such as flowers or fruit baskets, and deemed trivial are acceptable;
- (ii) They are connected to a legitimate business promotional activity or performance of any existing contract consistent with Deleum Group's business practices;
- (iii) They are appropriate to the official responsibilities of the employees offering or receiving the gifts and hospitality;
- (iv) They must be carried out in an open and transparent manner;
- (v) They must be in accordance with applicable laws and regulations, customer's internal gift policy, and generally accepted business practices and customs;
- (vi) They must not be given with a corrupt intent namely to improperly influence relationships or decisions, or to obtain special treatment in connection with Deleum Group's business; and
- (vii) They must be properly recorded and substantiated to support the above, and retained in accordance with **Section 5** of this Policy.

2.2.3 The giving and receiving of the following gifts and hospitality by any personnel of Deleum Group are prohibited:

- (i) Cash and cash equivalents, including but not limited to cash, discounts, vouchers, provision of free products and services, loans, commissions or rebates in exchange for undue influence;
- (ii) Delivery or provision of gifts off-site (e.g. to personal address of the recipient) to/from third parties;
- (iii) Provision of gifts, whether directly or indirectly, to public officials. Provision of hospitality may be allowed subject to the fulfilment of conditions above and **Section 4.2** of this Policy;



- (iv) Entertainment to any participant of business meetings, congresses, or comparable events, unless such entertainment are appropriate and incidental parts of such events. Giving and receiving of any side or extended entertainment such as sight-seeing trips is strictly prohibited; and
- (v) Travel, accommodation and entertainment of any person who accompanies the participant to a business meeting, congresses, or comparable event, unless specifically permitted by the Group Managing Director and relevant policies and procedures.

## 2.3 Donations and Sponsorships

- 2.3.1 Deleum Group prohibits the use and receipt of donations and sponsorships as a scheme or disguise for bribery to influence a business outcome or favourable decision.
- 2.3.2 Any donations or sponsorships in cash or in kind offered by Deleum Group to charitable organisations, non-governmental organisations, community groups will be evaluated on a case to case basis and with due regard to the merits of the donation/ sponsorship request in accordance with the Group's DAG and GHDS Policy and Procedure.
- 2.3.3 The following conditions must be fulfilled when granting donations or sponsorships:
  - (i) Appropriate due diligence shall be conducted on the charitable or sponsored organisation to verify that recipients are bona fide and that recipients themselves are not engaged in bribery;
  - (ii) They should generally be related to the industry in which Deleum Group operates as well as the locations where Deleum Group is based;
  - (iii) They must be made directly to a registered organisation in an open and transparent manner, and lawful under the circumstances;
  - (iv) They must not be seen as intended for, or capable of, achieving undue influence in relation to a business transaction or public policy engagement; and
  - (v) They must be properly recorded and substantiated to support the above, and retained in accordance with **Section 5** of this Policy.

## 2.4 Political Contributions

- 2.4.1 Deleum Group is apolitical and prohibits any forms of contributions to political parties, organisations or their representatives.

## 3.0 Recruitment

- 3.1 Deleum Group recognises the importance of integrity in its employees and directors.
- 3.2 Deleum Group's recruitment, performance evaluation, remuneration, recognition and promotion for employees and directors shall be objective and show no favour.
- 3.3 Appropriate due diligence shall be conducted on prospective employees and directors, in proportion to the risk profile of the position. The assessment shall include background checks to ensure the prospective employee or director has not been convicted in any bribery or corruption case(s) nationally or internationally.

- 3.4 Deleum Group will not offer employment to prospective employees or directors in return for previous favour or in exchange for improper favour, such as awarding of contracts. Deleum Group shall award contracts and employee positions based on merit. Support/referral letters in all forms shall not be recognised as part of the business decision making process.

## 4.0 Managing Relationships

### 4.1 Dealings with Third Parties

- 4.1.1 Any dealings between Deleum Group and its prospective or existing third parties must be carried out in compliance with all relevant laws and regulations, Deleum Group's policies and procedures, and consistent with the values and principles of its Code of Business Conduct. As part of this commitment, all forms of bribery and corruption are strictly prohibited.
- 4.1.2 Deleum Group expects all its third parties to share the Group's values and ethical standards as their actions can implicate the Group legally and tarnish the Group's reputation.
- 4.1.3 Where practical and relevant, Deleum Group shall conduct appropriate due diligence to ensure that the prospective third party is not likely to commit an act of bribery or corruption in the course of its work with Deleum Group.
- 4.1.4 The extent of the required due diligence shall be based on the circumstances of the proposed transaction. Such due diligence may include searches through relevant databases, checking for relationships with public officials, and documenting the reasons for choosing one particular third party over another.
- 4.1.5 Standard clauses will be included in all legal documents and/or contracts with the Group's third parties, requiring them to comply with this Policy and other applicable laws besides granting Deleum Group the right to terminate any contract or business relationship in which an act of bribery or corruption has been observed, suspected or proven to have occurred.
- 4.1.6 In the absence of contracts or other legal documents stipulating the aforementioned clauses, the third parties acting for and on behalf of Deleum Group are required to declare their adherence to this Policy via **Third Party Declaration Form** as appended in **Appendix 1** of this Policy.

### 4.2 Dealings with Public Officials

- 4.2.1 A *public official* is defined in the Definition section of this Policy.
- 4.2.2 Caution must be exercised when dealing with public officials. Providing hospitality or other forms of benefit, whether directly or indirectly, to public officials is generally considered a red flag situation in most jurisdictions.
- 4.2.3 In the event where such provision is required, it must be conducted in accordance with the circumstances and conditions set out in **Section 2** above. Additional scrutiny and approval shall be obtained from the Group RMD (in consultation with the Group Legal, as

deemed necessary by the RMD), in addition to the approval as prescribed in the Group's DAG, before making such provisions.

### 4.3 Conflict of Interest

- 4.3.1 Conflict of interest arises when a person is in a position to derive personal benefit from actions or decisions made in their official or professional capacity.
- 4.3.2 Any person discharging their duties on behalf of Deleum Group must avoid situations that create or appear to create conflicts of interest. The use of their position, Deleum Group's assets and resources, or information available to them for their personal gain, or benefit of others, is strictly prohibited.
- 4.3.3 In situations where a conflict occurs or is perceived to occur, the person is required to declare the matter to the Group RMD immediately, in accordance with the Conflict of Interest Policy and Procedures, for appropriate actions to be taken.

## 5.0 Record Keeping

- 5.1 Deleum Group shall keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties, in accordance with the Group's Retention Policy and for a period of time subject to prevailing laws and regulations on record keeping.
- 5.2 All gifts, hospitality, donations, sponsorships, facilitation, extortion or other benefits accepted from or offered to third party, in discharging duties on behalf of Deleum Group, must be declared and properly recorded in a register, in accordance with the Group's GHDS Policy and Procedure. A summary of declarations and red flags noted shall be tabled to the Audit Committee on a quarterly basis, or at a shorter interval, in accordance with the level of risk identified, for deliberation and necessary course of action.
- 5.3 All accounts, invoices, memoranda, due diligence forms and other documents and records relating to dealings with third parties should be maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

## 6.0 Employee/ Director Declaration

- 6.1 All employees and directors of Deleum Group shall certify in writing that they have read, understood and will abide by this Policy via **Employee/ Director Declaration Form** as appended in **Appendix 2** of this Policy. A copy of this declaration shall be documented and retained by the Group Human Resources ("HR") for the duration of the personnel's employment.
- 6.2 Deleum Group reserves the right to request any information, including on employees' and directors' assets, in the event that the person is implicated in any bribery and corruption-related accusation or incident.

## 7.0 Communication, Training and Awareness

- 7.1 This Policy is published on Deleum's website at [www.deleum.com](http://www.deleum.com). All employees, directors, and third parties discharging duties for or on behalf of Deleum Group must be informed whenever significant changes are made to this Policy.
- 7.2 Training and awareness programme on this Policy shall form part of the induction process for all new employees and directors. Training for existing employees and directors shall be provided on a regular basis, in accordance with the level of bribery and corruption risk related to the position.
- 7.3 The top level management shall review the effectiveness and coverage of the training programme to ensure Deleum Group's position, commitment and guidelines regarding anti-bribery and corruption are thoroughly communicated and made aware.
- 7.4 The Group HR shall maintain records of all training and awareness programmes, including details and attendance of participants.

## 8.0 Raising Concerns

- 8.1 Any person subject to this Policy who learns of any attempted, suspected or actual bribery or corruption activities and/or violations of this Policy or the related documents, or applicable laws, is responsible to report promptly in writing, by email or post, to the **Senior Independent Director of Deleum Berhad**, as prescribed by the Whistleblowing Policy of Deleum Berhad.
- 8.2 If the person makes a report through a reporting procedure not currently spelt out in Deleum's Whistleblowing Policy, e.g. senior management who may be the Group Managing Director, Group Chief Financial Officer, Chief Operating Officer, Head of Department, etc., then it is the responsibility of the person to escalate the report to the right channel as mentioned under clause 8.1.
- 8.3 Reports made in good faith, either anonymously or otherwise, shall be addressed in a timely manner and without incurring fear of reprisal regardless of the outcome of any investigation, as provided by Deleum's Whistleblowing Policy.
- 8.4 Further details on the whistleblowing policy, procedures and guidelines can be found at Deleum Group's Whistleblowing Policy, which is available on Deleum's website at [www.deleum.com](http://www.deleum.com).

## 9.0 Governance, Monitoring and Compliance

### 9.1 Responsibility for this Policy

- 9.1.1 The Board of Directors of Deleum shall oversee the setting of commitment towards prohibition of bribery and corruption in the business conduct of Deleum Group, including the approval of this Policy, and ensuring this Policy complies with Deleum Group's legal and ethical obligations.

- 9.1.2 Deleum's Audit Committee and Board Risk Committee shall assist its Board of Directors to oversee the compliance of this Policy by the Group and ensuring the effectiveness of risk assessment and management respectively.
- 9.1.3 The top level management shall provide the overall direction on the establishment, implementation and periodic review of this Policy, and ensuring adequate resources for effective implementation and monitoring. The top level management is also responsible for effectively managing the key corruption risks of Deleum Group, besides promoting an anti-bribery and corruption culture within the Group.
- 9.1.4 The Group RMD has primary responsibility for monitoring the implementation, compliance, and effectiveness of this Policy through periodic reviews and risk assessments, and reporting any non-compliance issues or concerns to the top level management, Audit Committee and Board of Directors in accordance with the level of risk identified. The RMD also acts as the point of contact for this Policy and any bribery and corruption-related matters.

## **9.2 Audits and Compliance**

- 9.2.1 Internal control systems and procedures will be subject to audits to provide assurance that they are effective in countering bribery and corruption. Audit documentation should include performance improvement action plans. Any deficiencies identified must be rectified as soon as possible.
- 9.2.2 Such audits shall be conducted by the Internal Auditor of Deleum Group at least once every year. The outcome of the audits shall be reported to the top level management, including the Board of Directors, and acted upon.

## **9.3 Infringement of this Policy**

- 9.3.1 Any infringement of this Policy, including any acts of bribery or misconduct, shall constitute serious misconduct or offences warranting disciplinary action against the offenders, including termination of employment or business relationship.
- 9.3.2 Non-compliance/infringement issues identified by audits, whistleblowing or other means shall be reported to the top level management, including the Board of Directors in a timely manner, to be acted upon.
- 9.3.3 Deleum Group recognises that demands for bribes to be paid may be accompanied by threats to personal safety. These should be rare, but if any person discharging duties on behalf of Deleum Group is subjected to an immediate threat to his or her safety, the person may put personal well-being first, even if this means that the person makes a payment that would contravene this Policy.
- 9.3.4 However, the person must immediately report all of the circumstances of the threat and the payment to the Group RMD. If a threat is made but the person is able to notify the Group RMD before making such payment to avoid the harm, then the person should do so. The RMD shall document and report the matter in accordance with **Section 5.2** of this Policy.

#### **9.4 Risk Assessment and Policy Review**

- 9.4.1 Deleum Group is committed to continuously improving, and review at least once every three (3) years, its policies and procedures relating to anti-bribery and corruption.
- 9.4.2 Deleum Group shall monitor the legal and regulatory requirements, wherever it operates, and any changes to the Group's business environment and risks, to identify improvement opportunities to this Policy and overall management of bribery and corruption within the Group.
- 9.4.3 The risk assessment in relation to bribery and corruption risks shall form part of the Group's quarterly risk assessment. The results of the risk assessment shall be presented to the Board Risk Committee and the Board of Directors for review and approval, and incorporated into the Group's risk profile, that is categorised by the Group's individual entity level/ location, as an effective tool for risk handling and risk management.
- 9.4.4 In the event that the current management system is found to be inadequate, necessary revision and improvement shall be made to this Policy and the relevant policies and procedures. Any changes to this Policy shall be approved by the Board of Directors.

**APPENDIX 1****Third Party Declaration Form**

Our company, \_\_\_\_\_, which includes its directors, officers and employees who intend to conduct business transaction(s) with Deleum Berhad and/or its subsidiaries (“Deleum Group”) hereby to confirm that:

1. We shall observe and comply with Deleum Group’s Anti-Bribery and Corruption (“ABC”) Policy, and all applicable laws and regulations relating to anti-bribery and corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009 and its amendment or any law amending or replacing such Act.
2. We have not been convicted nor are we subject to any investigation or inquiry of any actual or suspected breach of any applicable anti-bribery and corruption laws.
3. We undertake to promptly inform Deleum Group of any breach and/or alleged/ suspected breach of Deleum Group’s ABC Policy and/or anti-bribery and corruption legislations as may be imposed by the relevant authorities.
4. We acknowledge that Deleum Group may suspend any commercial agreement or transaction entered into by and between Deleum Group and us if Deleum Group determines, or suspects, any violation of the obligations assumed by it hereunder, and Deleum Group shall have the right to terminate the commercial agreement or transaction with immediate effect and without any liability whatsoever on the part of Deleum Group to us. This is without prejudice to any other rights or remedies that Deleum Group may have or any other appropriate action which Deleum Group may seek under the terms of the applicable commercial agreement or the applicable rules and regulations.
5. We shall fully indemnify Deleum Group against any claims, fines, losses, expenses (including legal costs) and/or damages arising from and out of our breach herein.
6. We acknowledge that the provisions set out in this declaration form shall form part of the terms and conditions of our appointment and/or contract of service.

**Signature of Authorised Person:** \_\_\_\_\_

**Name and Position of the  
Company’s Authorised Signatory:** \_\_\_\_\_

**Company Name (and stamp):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX 2**

**Employee/ Director Declaration Form**

I, \_\_\_\_\_, hereby declare that I have read and understood Deleum Group's Anti-Bribery and Corruption Policy. I will abide by the requirements and provisions set out in the Policy, as required by my employment contract.

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Name:

Position: