

## ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

### 1. INTRODUCTION

- 1.1. The Bubble Gum X Group is a group of companies led by BUBBLE GUM X SDN. BHD. (Company No.: 201101032254 (960389-W)) and includes its respective subsidiaries, associate companies and related companies in which it has direct or indirect interest in (collectively, the "**Group**"). Reference to "**Group**" shall also be a reference to any one of the entities within the Group.
- 1.2. This anti-bribery and anti-corruption policy ("**Policy**") sets out the principles, core policies and standard operating procedures of the Group to combat against all forms of Bribery and Corruption (as defined below), in compliance with the ABC Laws (as defined below).
- 1.3. This Policy shall take effect on and from the date written hereof.

### 2. APPLICATION

- 2.1. This Policy applies to:
  - (a) any directors, shareholders, officers, appointees, employees (permanent, temporary and/or any other form of employment), agents, subsidiaries, related companies, representatives, intermediaries, any person/entity who is a nominee of the Group or within the organisation of the Group, any person/entity who manages the affairs of the Group and/or any person/entity appointed (expressly or impliedly) or is placed in a position (expressly, impliedly, by delegation of duties or otherwise) to represent and act on behalf of the Group in any dealings and/or transactions, and includes any entity/person appointed and/or entrusted to carry out actions/omissions for the Group by any of the persons listed above ("**Associated Person(s)**");
  - (b) any party who is not part of the organisation of the Group and is not an Associated Person, but is currently engaged with the Group (contractually or otherwise) and/or Associated Persons or has the intention to engage with the Group and/or Associated Persons, for purposes of business and/or any other commercial opportunities, and includes customers, independent contractors, service providers, joint venture partners, suppliers, distributors, collaborators and/or any other party engaging with and/or looking to engage with the Group and/or Associated Persons ("**Third Party(ies)**").

- 2.2. Associated Persons and Third Parties are expected to read, understand and comply with the provisions set out in this Policy.
- 2.3. In executing tasks, duties and/or responsibilities for and on behalf of the Group, all Associated Persons are required to adopt, practise and implement the core policies and standard operating procedures set out under this Policy. This Policy is intended to provide all Associated Persons with standard operating procedures and/or a code of conduct which they are to practise on a day-to-day basis in execution of their duties for and on behalf of the Group, particularly when facing any potential Bribery and Corruption events and/or risks.
- 2.4. Third Parties are expected to comply with this Policy in their engagements, dealings, interactions and/or relationships with the Group and/or Associated Persons.
- 2.5. The core policies and standard operating procedures set out hereunder are intended to be interpreted broadly in support of the Group's intention to combat and/or prevent Bribery and Corruption. Accordingly, any examples and/or categorisation made under this Policy are intended to be holistically applied to all transactions and dealings connected to the Group, internally or externally. This Policy is therefore not intended to be a conclusive document and/or guide to all potential Bribery and Corruption events.
- 2.6. The Group reserves the right at any given time to identify and categorise circumstances, situations and/or events which may occur as acts of Bribery and Corruption premised on this Policy and/or the ABC Laws.

## 3. NON-COMPLIANCE

- 3.1. In respect of Authorised Persons, compliance with this Policy is mandatory and failure, refusal and/or negligence to comply with this Policy entitles the Group to initiate and execute disciplinary procedures and/or take legal actions against any Associated Persons found or suspected to be in violation of this Policy.
- 3.2. In respect of Third Parties, subject to existing contractual obligations, the Group reserves the right to terminate contractual and/or other forms of commercial relationships (with no liabilities on the Group regardless of any contractual terms) owing to any non-compliance of this Policy and take legal action against such Third Parties, with the Group's entitlement to claim for damages arising from such non-compliance.

## 4. DEFINITIONS AND INTERPRETATIONS

For the purpose of this Policy, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning as may generally be accepted within the industry based on the context used herein:

**"ABC Laws"** means the MACC Act (as defined below), and any other applicable laws, statutes, regulations, rules, orders and guidelines relating to Bribery and Corruption (as defined herein) as may be in force in Malaysia from time to time;

**"Bribery and Corruption"** means the act of accepting gratification, giving or accepting gratification by agent, intending to deceive principal by agent, corruptly procuring withdrawal of tender, bribing officer of public body, bribing foreign public officials, using office or position for gratification and any other acts as may be described and identified as an offence under the MACC Act from time to time, including but not limited to acts carried out for the purposes of obtaining or retaining business or an advantage for the Group.

The term **"gratification"** is as defined under the MACC Act from time to time, and includes:

- (a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;
- (b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- (e) any forbearance to demand any money or money's worth or valuable thing;
- (f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and

(g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the above paragraphs (a) to (f).

**"Conflict of Interest"** means when an Associated Person's own interest(s) has the potential to interfere with such Associated Person's objectivity in performing his/her duties and/or roles in favour of the Group and/or where such interests either influence, have the potential to influence or are perceived to influence his/her decision-making process for and on behalf of the Group;

**"Corporate Hospitality"** means any form of donation, sponsorship, contributions and/or any corporate events and/or activities organised for the fun, leisure and benefit of the Associated Persons by Third Parties and/or organised by the Associated Persons for Third Parties, including but not limited to sporting events, gala dinners, tournaments and/or any other forms of activities;

**"Facilitation Payment(s)"** means any payment made (in cash or in kind) to influence, secure or expedite the performance of a routine or administrative duty or function by a person who is obliged to perform the same, regardless of the value;

**"Gifts"** means any cash money, funds, fares, vouchers, shares, entertainment, club memberships, commission, movable properties, immovable properties, services and/or any other forms of handout and/or contribution;

**"MACC"** means the Malaysian Anti-Corruption Commission;

**"MACC Act"** means the Malaysian Anti-Corruption Commission Act 2009, the applicable regulations, guidelines, orders and any statutory amendments or re-enactments made pursuant thereto;

**"Policy"** means this anti-bribery and anti-corruption policy issued by the Group, including any revision(s) thereof;

**"Public Officials"** means an individual having a public official function or acting in a public official capacity, either in Malaysia or in other country, and includes any of the following:

(a) *Yang di-Pertuan Agong, Yang di-Pertua Negeri, Sultan, Raja Muda or Tengku Mahkota;*

- (b) an official or employee of any government, agency, statutory body, ministry or department of the government (of any level);
- (c) police, military and judicial official (of any level);
- (d) Member of *Dewan Undangan Negeri*;
- (e) Member of *Dewan Negara*;
- (f) Member of Parliament;
- (g) an individual acting in an official capacity for a government (of any level);
- (h) an official or employee of a company/enterprise wholly or partially government-owned or state-owned (of any level);
- (i) a political party or official of a political party (of any level);
- (j) a candidate for political office;
- (k) an individual serving such public body and/or receiving any remuneration from public funds;
- (l) a member serving an international organisation; and
- (m) an immediate family member of all the above identified individuals;

**"Vulnerable Position"** means any offices, positions, departments, designations and/or roles identified by the Group as being especially exposed to Bribery and Corruption risks and/or events based on the risk assessment carried out internally by the Group. Such positions ordinarily involve the procurement department, contract management, financial-related functions, human resources and/or positions dealing directly and consistently with the Public Officials;

**"Whistleblowing Policy"** refers to the provisions as set out under **Paragraph 16**; and

**"Whistleblower(s)"** has the meaning ascribed to it under **Paragraph 16.2**.

## 5. THE GROUP'S STANCE AGAINST BRIBERY AND CORRUPTION

- 5.1. The Group is at all times committed to conduct its business with integrity, in an ethical, transparent and honest manner and in compliance with the ABC Laws. The Group upholds, practises and implements a zero-tolerance approach against all forms of Bribery and Corruption.
- 5.2. The Group abides by the ABC Laws and any anti-bribery and anti-corruption laws in countries which the Group carries out its business. The Group does not in any way participate in and/or condone any forms of Bribery and Corruption within and out of the organisation.

- 5.3. No Associated Persons can be reprimanded, censured, demoted, terminated and/or in any way negatively impacted for refusing to accept and/or solicit an act of Bribery and Corruption even if such refusal causes the Group to lose out on commercial opportunities and/or experience operational hurdles.
- 5.4. The Group views any contravention of the ABC Laws by an Associated Person as his/her severe misconduct and is committed to cooperate with the MACC and other relevant authorities in respect of any confirmed or suspected acts of Bribery and Corruption and/or investigation connected to such Associated Person.

## 6. NO GIFT AND CORPORATE HOSPITALITY POLICY

- 6.1. As a general rule, the Group exercises a "*No Gift and Corporate Hospitality Policy*", whereby in the course of carrying out duties, all Associated Persons are strictly prohibited from directly or indirectly giving, receiving, organising or attending to Gifts and/or Corporate Hospitality to or from Third Parties, where such Gifts and/or Corporate Hospitality are provided to or by the Associated Persons in their professional capacity and in connection to or as a result of the Associated Persons' designation and/or position in the Group. The same also applies to scenarios where the Associated Persons receive and/or provide such Gifts and/or Corporate Hospitality in furtherance of or in association to any business deals, tenders, projects, sales and/or any other commercial opportunities in favour of the Group.
- 6.2. In the event of doubt in respect of the Associated Person's capacity at that relevant time, there is a presumption that any Gifts and Corporate Hospitality given, received, organised and attended to by such Associated Person from or to Third Parties occur in his/her professional capacity.
- 6.3. The Associated Persons are expected to inform all Third Parties of the Group's "*No Gift and Corporate Hospitality Policy*" and request for such parties' acceptance and adherence to such policy.
- 6.4. Notwithstanding the generality of the aforesaid policy, in exceptional circumstances as provided hereunder, the Associated Persons can give, receive, organise and attend to Gifts and/or Corporate Hospitality, PROVIDED THAT all of the following standard operating procedures are strictly complied with at any given time for any such scenario:

- (a) Declaration

The Associated Persons are required to declare to the Group's human resources department and record in a gift register any Gifts and/or Corporate Hospitality given,

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received, organised and/or attended to at the earliest opportunity. Associated Persons are expected to be honest, open and transparent with the Group about any Gifts and/or Corporate Hospitality and respond to any queries which the human resources department may have on the same.

To facilitate monitoring and review, the Group's human resources department is required to record all the following details in the gift register as and when they receive a declaration of Gift and/or Corporate Hospitality from the Associated Persons:

- (i) details of the Associated Person making the declaration, including his/her role as a provider or a recipient;
  - (ii) details of the provider or recipient (as the case may be), including his/her/its connection with the Group;
  - (iii) details of the Gifts and/or Corporate Hospitality given, received, organised and/or attended to, including but not limited to its nature, value, date and time it was given, received, organised and/or attended to;
  - (iv) basis/purpose for the provision or receipt (as the case may be) of such Gifts and/or Corporate Hospitality;
  - (v) date and time of the declaration made;
  - (vi) in the case of a Gift and/or Corporate Hospitality received and attended to, the manner in which the Group/Associated Person handled or has handled the same; and
  - (vii) any other details which are relevant and appropriate to the circumstances.
- (b) Providers/Recipients (as the case may be)

The person/entity providing or receiving the Gifts and/or Corporate Hospitality (as the case may be) must not be a person/entity which is connected to any ongoing, pending and/or prospective business/commercial decisions or transactions in respect of the Group or any person/entity which can give rise to a Conflict of Interest with any Associated Persons or the Group.

Where there is a potential ability to influence and/or a perception of influence in any manner whatsoever, the Associated Persons and/or the Group must refuse to give, receive, organise or attend to any Gifts and/or Corporate Hospitality.

- (c) Value of Gifts and/or Corporate Hospitality

The value of any Gifts and/or Corporate Hospitality permitted under this Paragraph 6.4 shall be reasonable as against the basis/purpose of such Gift and/or Corporate

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Hospitality. In determining reasonableness, the Group shall carry out its own assessment on a case-to-case basis and make necessary enquiry into the Gift and/or Corporate Hospitality in question. The Group's assessment of the standard of reasonableness is conclusive.

(d) Basis/Purpose of Gifts and/or Corporate Hospitality

If the Group, at its sole discretion, holds the view that the basis/purpose in respect of the Gifts and/or Corporate Hospitality is not reasonable, unjustified and/or can be perceived to allow unwarranted advantage to or from any party, the Associated Persons must refuse to give, receive, organise or attend to any Gifts and/or Corporate Hospitality.

6.5. In complying with the above standard operating procedures and in dealing with the Gifts and/or Corporate Hospitality, Associated Persons are expected to:

- (a) exercise independent good judgement and proper care;
- (b) evaluate situations on a case-to-case basis; and
- (c) take into consideration the manner in which their actions may be perceived by the Third Parties and/or the general public.

6.6. Notwithstanding the standard operating procedures above, the Group reserves the sole right to decide on the manner in which any Gift and/or Corporate Hospitality is handled and may require Associated Persons to refuse to give, receive, organise or attend to any Gift and/or Corporate Hospitality without assigning any reason.

6.7. The standard operating procedures for any Gifts and/or Corporate Hospitality as specified above shall NOT be applicable in the following situations:

- (a) exchange of Gifts and/or Corporate Hospitality on a company-to-company level, where the Gifts and/or Corporate Hospitality are received and/or funded by the Group as a corporate gesture;
- (b) any commemorative Gifts and/or Corporate Hospitality given or received pursuant to any event organised or attended by the Associated Persons on behalf of the Group;
- (c) marketing giveaways bearing the Group's name, details and/or logo to the general public and/or any section of the public; and
- (d) any other exceptions which may be decided and/or announced by the Group from time to time.



- 6.8. In the event that an Associated Person has received and/or rendered Gifts and/or Corporate Hospitality against this Policy, such Associated Person shall immediately make full disclosure of such act to his/her relevant head of department. Premised on the nature of such Gifts and/or Corporate Hospitality, the Group will require the Associated Person to either:
- (a) return any such Gifts and/or revert the Corporate Hospitality event (to the extent it can be returned and/or reverted to its original position);
  - (b) prevent an event of Conflict of Interest, Bribery and Corruption by taking the necessary actions and/or omission to ensure that the Group and/or the party who provided or received the Gifts and/or Corporate Hospitality is not favoured and/or exclude the relevant Associated Person from any such current/ongoing contracts, business deals, tenders, projects, sales and/or commercial opportunities; and/or
  - (c) any other necessary actions and/or omission as the Group deems fit.
- 6.9. In respect of Gifts and/or Corporate Hospitality relating to Public Officials or Associated Persons in Vulnerable Positions, the Group hereby reserves the right to carry out further assessment for the giving, receiving, organisation of or attendance to any Gifts and/or Corporate Hospitality.
- 6.10. Associated Persons are not allowed to pay for any Gifts and/or Corporate Hospitality on their personal accounts in an attempt to evade the Group's *"No Gift and Corporate Hospitality Policy"*.

## 7. DEALING WITH THIRD PARTIES

- 7.1. In the course of its business, the Group expects all Third Parties to share the Group's stance and commitment against Bribery and Corruption. When carrying out business with and/or engaging with the Group in any way, Third Parties are held on the same standards as Associated Persons under this Policy.
- 7.2. Prior to entering into formal relationships and/or dealings with any Third Parties, the Group shall conduct risk-based due diligence on them, to the extent and as the Group deems fit and appropriate. Such due diligence process shall enable the Group to obtain sufficient information for the purposes of identifying and assessing any risks of Bribery and Corruption which may be posed by such Third Parties. The Group shall particularly ascertain whether the Third Parties have a history of Bribery and Corruption.
- 7.3. The Group shall only engage with Third Parties who show acceptable standards of integrity and ethics in the conduct of their businesses, which assessment of standard will be based on the Group's reasonable due diligence on such Third Parties.

- 7.4. At the outset of any business/commercial relationship with Third Parties, they are to be informed of this Policy and the Group's expectations of them in connection with the same.
- 7.5. To the extent the Group deems necessary, the Group will periodically carry out refresher due diligence on Third Parties with long-term and/or consistent business/commercial relationships with the Group in order to identify and assess any Bribery and Corruption risks and instances of non-compliance with this Policy.
- 7.6. The Third Parties shall provide full cooperation to the Group and provide all information requested for any assessment and due diligence process conducted pursuant to this Policy, failing which an adverse inference will be drawn against such Third Parties and the Group will lodge the necessary complaints against the Third Parties to the MACC, to the extent the information available to the Group warrants such a complaint.
- 7.7. In relation to any mergers, acquisitions, investments and/or joint ventures which the Group undertakes, the Group must undertake reasonable due diligence on the exercise and the party(ies) involved (to the extent required), to ensure compliance with the ABC Laws and/or the equivalent laws in the country where the exercise takes place (as applicable).

## 8. DEALING WITH PUBLIC OFFICIALS

- 8.1. In respect of any dealings with Public Officials, the Associated Persons are required to inform his/her immediate head of department of such dealing at the earliest opportunity and to the extent requested by the head of department outline the details of his/her dealings with the Public Officials.
- 8.2. Notwithstanding the exceptions to the Group's "*No Gift and Corporate Hospitality Policy*" under **Paragraph 6** of this Policy, Associated Persons are at all times prohibited from offering, receiving and/or giving Gifts and/or Corporate Hospitality to or from Public Officials. Any receipt and/or offer of Gifts and/or Corporate Hospitality to or from Public Officials requires prior written authorisation from the Group's board of directors and shareholders.

If an approval is granted in this respect, Associated Persons must on a best effort basis ensure that the Gifts and/or Corporate Hospitality are not excessive, inappropriate and lavish, and that the Gifts and/or Corporate Hospitality must be commensurate with the official designation/office of such Public Official. Where applicable and to the extent such information is within the knowledge of the Associated Persons, Associated Persons must ensure that the Gifts and/or Corporate Hospitality (if approved) comply with the departmental or organisational rules and policies which may apply to the Public Officials.

- 8.3. The Group and/or Associated Persons are not permitted to make any contributions and/or donations to Public Officials, except with prior written authorisation from the Group's board of directors and shareholders.
- 8.4. No monetary or in-kind political contributions or donations are permitted, unless such contributions or donations are legitimately required or requested to be made during a time of calamity, pandemic, epidemic and/or other circumstances which affects the country at the state and/or national levels. A written authorisation from the Group's board of directors and shareholders is required before any political contribution or donation is made under the circumstances permitted above.
- 8.5. In examining all authorisations relating to dealings with Public Officials, the Group's board of directors and shareholders shall assess each situation in accordance with this Policy, the ABC Laws and other applicable laws in Malaysia or in the country where the Gifts and/or Corporate Hospitality is made/channelled (as may be applicable).
- 8.6. While Associated Persons are allowed to make political contributions to a political party or political candidate of their own choice within the ambit of laws, they must ensure that such contributions are made in their personal capacity and that they do not directly or indirectly involve funds of the Group. Associated Persons must not represent and/or cause to be perceived any personal contributions as being made on behalf of the Group.

## **9. FACILITATION PAYMENTS**

- 9.1. Associated Persons are strictly prohibited from directly or indirectly offering, promising, giving, requesting, soliciting, receiving or accepting Facilitation Payments. Associated Persons shall take all reasonable steps to avoid carrying out any action and/or omission which might lead to the making or acceptance of Facilitation Payments.
- 9.2. Where an Associated Person is uncertain whether a payment made or received is a Facilitation Payment, the Associated Person must immediately report the offer or request for such payment to the Group's human resources department for clarification before accepting or making the Facilitation Payment.
- 9.3. Where an offer or request for payment is assessed by the Group to be a Facilitation Payment, the Associated Person shall reject and/or refuse the payment or receipt of such Facilitation Payment. In the event where the Associated Person has paid or accepted the Facilitation payment, such Associated Person is required to immediately rectify the situation by requesting for a return of the amount paid or returning the amount received, failing which it will be deemed as a violation of this Policy.

## 10. RECRUITMENT OF EMPLOYEES

- 10.1. During recruitment process, the Group and/or Associated Persons must conduct reasonable due diligence on the background and history of potential candidates to ensure that he/she has no past history of Bribery and Corruption (whether convicted or not).
- 10.2. The Group and/or Associated Persons shall reject and/or refuse to employ any candidates with past history of Bribery and Corruption unless such past event can be reasonably explained by such candidates to the satisfaction of the Group.

## 11. CONFLICT OF INTEREST

- 11.1. Associated Persons shall take necessary actions and require disclosure from Third Parties to assess possible Conflict of Interest for any ongoing or potential business dealings, tenders, projects, sales and/or commercial opportunities involving the Group.
- 11.2. The Associated Persons must not use their roles, positions, official working hours, resources, assets of the Group and/or any information made available to them by the Group for their personal gain and/or interest, or to the disadvantage and/or detriment of the Group.
- 11.3. Where any transaction gives rise to a Conflict of Interest and/or a perceived Conflict of Interest, the relevant Associated Persons shall declare or report such discovery to his/her head of department. Any such transaction shall not be commenced without a written authorisation from the Group.

## 12. FINANCIAL AND NON-FINANCIAL CONTROLS

- 12.1. The Group has control mechanisms in place to enable checks and balances for financial activities or non-financial activities within the Group.
- 12.2. For financial activities, the Group adopts four (4) levels of authorisation, summarised in the following sequential order:

<u>Level of Authorisation</u>	<u>Responsible Party</u>
(I) Proposer	: The party proposing the financial proposal;
(II) Supervisor	: The person assessing the proposal;
(III) Approver	: The person who receives feedback from the supervisor and conducts his/her independent assessment of the proposal. Upon the assessment, this person either

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## Level of Authorisation

## Responsible Party

approves or rejects the proposal; and

- |                     |   |  |
|---------------------|---|--|
| (IV) Internal Audit | : | The party carrying out an internal audit verification of the proposal. |
|---------------------|---|--|

12.3. For non-financial activities, the Group adopts three (3) levels of authorisation, summarised in the following sequential order:

## Level of Authorisation

## Responsible Party

- |                 |   |   |
|-----------------|---|---|
| (I) Proposer    | : | The party proposing the non-financial proposal;   |
| (II) Supervisor | : | The person assessing the proposal; and  |
| (III) Approver  | : | The person who receives feedback from the supervisor and conducts his/her independent assessment of the proposal. Upon the assessment, this person either approves or rejects the proposal. |

## 13. BRIBERY AND CORRUPTION RISK ASSESSMENT

13.1. The Group will conduct an internal Bribery and Corruption risk assessment every three (3) years to assess, identify and understand any existing and new risk exposures to Bribery and Corruption.

13.2. As part of the internal risk assessment process, the Group will:

- (a) carry out interviews and/or discussions with relevant Associated Persons to better understand any risk exposures associated to their designation, scope of work or department; and
- (b) carry out due diligence on the relevant segments of the Group, with focus placed on identifying the risk events and exposures connected to the Group's business and operations.

13.3. Where needed, from time to time, the Group will consult external professional business consultants/advisors with expertise in risk assessment and seek their independent advice on the Group's risk exposures and recommended measures to manage and/or mitigate the same.

## 14. INDICATORS OF POTENTIAL ACT OF BRIBERY AND CORRUPTION

- 14.1. The following indicators serve as a guide for the Group in assessing potential acts of Bribery and Corruption by Associated Persons and/or Third Parties:
- (a) lavish lifestyle which is incompatible to the known income and earnings of such entity/person;
  - (b) unfounded accumulation and/or showcase of wealth;
  - (c) unusual close relationship with another Associated Person, Third Party and/or Public Official;
  - (d) unnecessary participation in any business deals, tenders, projects, sales and/or works not connected to such entity/person; and/or
  - (e) any other factor which the Group may assess to be a potential indicator of acts of Bribery and Corruption by such entity/person.
- 14.2. Where the Group identifies any indicators linked to any Associated Persons and/or Third Parties at any given time, the Group reserves the sole right to carry out reasonable assessment and due diligence without prior notice on such person/entity.
- 14.3. The relevant Associated Persons and/or Third Parties shall render all information requested and provide full cooperation to the Group's assessment and due diligence under this Policy, failing which an adverse inference will be drawn against such entity/person and the Group will initiate the necessary action to lodge a complaint against such entity/person to the MACC, to the extent the information available to the Group warrants such a complaint.

## 15. DONATIONS, CONTRIBUTIONS AND SPONSORSHIPS

- 15.1. Prior to making any donations, contributions or sponsorships, the Group and Associated Persons must abide by the following procedures:
- (a) conduct due diligence on the recipient. The recipient must not have any affiliations with the Public Officials (particularly, political parties);
  - (b) identify and assess the manner in which the donation, contribution or sponsorship will be utilised and/or be beneficial to the recipient;
  - (c) assess and resolve any red-flags (if so identified) prior to channelling the donation, contribution or sponsorship to the recipient; and
  - (d) ensure that the making of donation, contribution or sponsorship does not contravene any aspects of this Policy and any principles and/or code of conduct of the Group.

- 15.2. In the event of any doubt as to the recipient and/or the donation, contribution or sponsorship in question, the Associated Persons shall consult the Group's human resources department.

## 16. WHISTLEBLOWING POLICY

- 16.1. This **Paragraph 16** sets out the Group's whistleblowing policy ("**Whistleblowing Policy**") to encourage and enable all Associated Persons and members of the public to make reports and/or raise their concerns in connection with this Policy in confidence. Any Associated Person's improper conduct or wrongful act that is or may possibly be an act of Bribery and Corruption can be reported to the Group pursuant to this **Paragraph 16**. Similarly, any misconducts beyond the scope of Bribery and Corruption can also be reported for the Group's attention.
- 16.2. All Associated Persons are obligated, and members of the public may, make a report or disclosure in connection with this Policy to the Group's secured and confidential whistleblowing email address at [hr@bubblegumx.com](mailto:hr@bubblegumx.com). For purposes of this **Paragraph 16**, such Associated Persons or members of the public making a report or disclosure to the Group shall be referred to as "**Whistleblower(s)**".
- 16.3. All reports or disclosures by a Whistleblower must be made in good faith, without malicious intent, and based on such person's reasonable belief that a breach or violation, either actual or suspected, may have occurred or may about to occur.
- 16.4. When making a report or disclosure to the Group, a Whistleblower may request to remain anonymous in the report or disclosure subject to any requirement for disclosure required by the laws of Malaysia and/or the investigative authorities. To facilitate the investigation process, the Whistleblower is encouraged to provide accurate and detailed information, to the extent available.
- 16.5. The Group shall treat all reports or disclosures in a serious, fair and prompt manner, and accordingly commence a proper investigation into such report or disclosure. Where the circumstances allow, the Group may at its sole discretion provide updates during and upon completion of the said investigation.

## 17. MONITORING, REVIEW AND RECORD KEEPING

- 17.1. The Group and all heads of department are responsible to monitor the performance and compliance with this Policy by all Associated Persons at all times. In addition, if the Group deems necessary, the Group may also carry out annual internal audit to determine the effectiveness of this Policy and to identify any shortcomings. Where conducted and upon request from the board of directors, the findings of such internal audit must be documented and reported to the Group's board of directors. Upon perusing such reports, the Group shall carry out amendments and/or enhancements to this Policy, as may be necessary.
- 17.2. Where necessary and if the Group deems fit, the Group may engage an independent auditor to conduct an external audit on the implementation and effectiveness of this Policy once every three years.
- 17.3. All departments in the Group shall keep and maintain written records documenting the compliance with the relevant standard operating procedures, background checks, due diligence and such other actions required under this Policy. The records must sufficiently exhibit that any risks discovered were assessed, managed and mitigated, with details of the mitigative steps taken. All such records must be retained for three (3) years from the relevant event.

## 18. RESPONSIBILITIES OF THE GROUP AND ASSOCIATED PERSONS

- 18.1. The Group's management and board of directors are responsible to:
- (a) take cognisance of any Bribery and Corruption risks in respect of the Group's business and put in place reasonable and relevant preventive measures to deal with such risks;
  - (b) establish an effective Bribery and Corruption risk assessment and management framework to review and monitor any such risks;
  - (c) ensure that the Group establishes, maintains, periodically reviews and updates this Policy, procedures and controls to address the risks of Bribery and Corruption;
  - (d) ensure that this Policy adapts to the changes and developments in the Group's business and operations;
  - (e) take immediate actions upon receipt of a complaint or identification of an indicator in respect of any Bribery and Corruption risks or acts;
  - (f) train and educate the Associated Persons on compliance with the ABC Laws and this Policy; and
  - (g) carry out any other responsibilities as the Group may decide from time to time to enhance the Group's compliance with the ABC Laws.



18.2. The Associated Persons are responsible to:

- (a) read, understand and be well-versed with the terms of this Policy (as may be updated from time to time);
- (b) attend to all trainings and/or events organised by the Group in connection with the ABC Laws, this Policy and/or matters related to the same;
- (c) comply with the terms of this Policy by carrying out all actions required hereunder this Policy;
- (d) immediately report any violation of the terms of this Policy to the Group;
- (e) revisit this Policy from time to time to refresh and consolidate their understanding;
- (f) report to the Group any suspicious persons, activities and/or transactions which may contravene the ABC Laws and/or carry Bribery and Corruption risks;
- (g) consult the Group and/or the human resources department for any queries or concerns related to this Policy and the ABC Laws; and
- (h) carry out any other actions and/or omissions as the Group may require or direct from time to time in connection with this Policy and the ABC Laws.

## 19. GENERAL PROVISIONS

19.1. Modification / Variation / Revision: The Group has the absolute right to modify, vary, delete, replace and/or amend all or any part of this Policy at any time from time to time and such modification, variation, deletion, replacement or amendment will be circulated to the Associated Persons and/or Third Parties via the Group's communication channels.

19.2. Versions: The most updated version of this Policy (by indication of the date stated herein) shall prevail over any previous versions.

19.3. Precedence: This Policy has been prepared in accordance with the laws of Malaysia (particularly, the ABC Laws) which are in force on the date of this Policy. In any event, if any provisions of this Policy conflict with the ABC Laws and/or any other laws of Malaysia, the aforesaid laws shall prevail and all Associated Persons and/or Third Parties shall comply with such laws.

19.4. Severability: If any provisions in this Policy are deemed invalid, void or cannot be enforced under any laws of Malaysia, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Policy, all of which shall remain in full force and effect.

- 19.5. Notices: The Group reserves the rights to issue memos, notices, circulars and/or explanatory notes ("**Notices**") to update, explain and/or clarify on the contents of this Policy at any time after the date hereof. In the event of any inconsistency between the Notices and this Policy, the contents of the Notices shall prevail in so far as the relevant inconsistency is concerned.
- 19.6. Personal Data: In the course of any assessment and/or due diligence carried out by the Group pursuant to this Policy, any personal data extracted from Associated Persons, Third Parties and/or any other party shall be subject to the Group's privacy policy and/or the Personal Data Protection Act 2010 (to the extent applicable to any such data).
- 19.7. Language: All notices or formal communications under or in connection with this Policy shall be in the English language. Any translation of this Policy (if any) is solely for convenience and is not intended to modify any section of this Policy. The English version of this Policy shall be the primary reference in all respects and shall prevail in all cases of inconsistency with any translated versions.

## 20. COMMUNICATION & TRAINING RELATING TO THIS POLICY

- 20.1. The Group will take all reasonable steps to circulate and make available this Policy to all Associated Persons and Third Parties. A copy of this Policy will be made available on the Group's internal portal or made available for reading and viewing at the office or working premises of the Group.
- 20.2. In addition to the steps taken by the Group at a macro level, the respective heads of department, the Group's human resources department is required to provide all Associated Persons with adequate training and/or briefing on a periodical basis to ensure that they understand the Group's stance and commitment against Bribery and Corruption, and they are able to identify risks of Bribery and Corruption.
- 20.3. Attendance of Associated Persons to all anti-Bribery and anti-Corruption trainings and/or briefings, as and when conducted, is mandatory.
- 20.4. In respect of all new incoming Associated Persons, this Policy will be disseminated to them at the time of induction or on the first day they report to work/engagement with the Group, whichever comes earlier.

20.5. Should any Associated Persons and/or Third Parties have queries or doubts about any terms under this Policy, please contact and consult the Group at the contact details below:

Address : No. 5, Jalan Serendah 26/41, Hicom Industrial Estate, 40400 Shah Alam,  
Selangor.  
Attention of : Human Resources Department  
Email Address : [hr@bubblegumx.com](mailto:hr@bubblegumx.com)

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*Last updated on: 20 June 2025  
(Version 1.0)*