

ANTI BRIBERY AND ANTI CORRUPTION POLICY (ABAC)

1. Scope:

1.1 All associates of all the entities under the Ain Medicare Sdn. Bhd.. The term 'associates' include the employees, retainers and authorised signatories of all the entities (hereinafter referred to as AMSB associate).

1.2 All third parties which have engagement in financial transactions with any of the entities OR have quoted for supply of any goods or services ("items") to the entities (hereinafter referred to as "partners") and also covers the customers of the entities.

1.3 All goods and services which are procured/used by the company.

2. Objectives:

2.1 To reinforce our company's belief system & commitment to the highest levels of ethical behavior & compliance with laws & regulations and ensuring that no undue advantage is taken of any relationship.

2.2 To ensure a clean and transparent environment for conducting business.

2.3 To encourage ethical and competent partners to engage with the entities on an ever-growing basis.

2.4 To ensure that no factors other than merit play a role in selection of partners OR rates offered thereto OR in verification of items received/consumed OR in the quality of the completed/delivered items vis-a-vis the desired quality when rates were finalised.

2.5 To ensure that partners who seek to use non-ethical means to procure business or enhance profits are severely punished, along with any associates of the group entities, who help such unethical partners in furthering their goals.

2.6 Meet the needs of customers so that business affairs do not have elements of corruption, bribery and with high ethics.

2.7 To comply with the Malaysian Anti-Corruption Laws under SPRM and any related agencies and relevant international corruption policy depending on country where business is conducted.

2.8 To comply with Ethics and Code of Conducts issued by trade association such as MOPI where Ain Medicare has its membership.

3. Definition:

3.1 **Bribery** is defined as the act of giving, agree to giving, promising or offering, receiving any forms of gratification whether directly or indirectly for the benefit of the Employee, the Employee's Family or the Company. For the purpose of this policy, "family or household" includes Employee's spouse(s), children (including step children and adopted children), parents, step-parents, siblings, step-siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, cousins, and other persons who are a member of the household.

3.2 **Corruption** is dishonest behaviour by those in positions of power, decision makers, person involved in decision making such as managers or government officials. Corruption also can include giving or accepting bribes or inappropriate gifts, double-dealing, under-the-table transactions, sexual favour, manipulating elections, diverting funds, money laundering, and defrauding investors. For the purpose of this ABAC policy, "Corruption", is defined primarily as any action which would be considered as an offence of giving or receiving "Gratification" under the MACC Act.

3.3 Gratification means:

- 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, employment, contract or services, and agreement to give employment or render services in any capacity;
- c. Involves dignity/self -esteem including accepting or giving sexual favour and the like.
- d. Any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- e. Any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- f. Any forbearance to demand any money or money's worth or valuable thing;
- g. 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 any 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
- h. Any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (g).

4. Policy

4.1 AMSB associates shall not accept any gift or favor or gratification, direct or indirect, from any Partner under any circumstances whatsoever. This includes any gifts at time of festivals / personal events etc given with an intention to influence the behaviour in the giver's favour. If any gift being delivered personally to AMSB Associates either with or without notification, it should be reported to the Chief Financial Officer and HOD of Administration & Human Resource Division by using **FORM ABAC 1: GIVING OR RECEIVING OF GIFTS, SERVICES, ENTERTAINMENTS, AND HOSPITALITY & TRAVEL (GSEH)**.

4.2 An AMSB associate is not permitted to:

4.2.1 Work on behalf of any other individual / entity.

4.2.2 Receive compensation / remuneration / benefit from any other individual / entity in relation to business/work.

4.2.3 Have financial interest (direct or indirect) in any entity which is a partner (as defined hereinabove) of the company.

4.2.4 Disclose information related to the company, which would generally not be available to an outsider, to any person who is engaged in any activity which could cause harm to the company, its business prospects and/or its associates.

4.2.5 Engage or participate in any business activity which directly or indirectly involves his/her family and direct relatives (father, mother, siblings, children, spouse, spouse's parents, spouse's siblings) or any entity in which they have a financial stake. In case such an instance comes up in the normal course of business, an AMSB associate is required to:

a. Recuse him/herself from the said matter completely.

b. Inform the Chief Financial Officer and HOD of Administration & Human Resource Division, of such conflict of interest, in case he would like to continue dealing with the matter using **Form ABAC 2: CONFLICT OF INTEREST DISCLOSURE FORM**. Upon receiving such information, The Chief Financial Officer and HOD of Administration & Human Resource Division may decide whether to approve or not to approve such matters to continue or if necessary, the decision to approve or not to approve may be escalated to the higher authority within the company.

c. To prevent such conflicts of interest it is advisable that AMSB associates discourage their direct relatives from having any business association with any of the entities (unless such a direct relative is employed with AMSB)

- 4.3 In the event that any AMSB associate is entering into a business transaction having value greater than RM1,000.00 in a personal capacity or at any lesser value but in several or frequent transactions where the total value exceeding RM1000.00 with a Partner (an entity whose status as a Partner, the AMSB associate would be reasonably expected to be aware of), such transaction should be done only after informing and obtaining the approval from Chief Financial Officer and the HOD of Administration & Human Resource Division in writing using **Form ABAC 2: CONFLICT OF INTEREST DISCLOSURE FORM**. The AMSB associate should ensure that any such procurement is done at arms-length basis, without deriving any advantage which would not be available to other customers of that partner if they were not to be working at AMSB.
- 4.4 Any attempt of any Partner to offer gratification to an AMSB associate is required to be reported by the said associate in writing to the Chief Financial Officer and/or the HOD of Administration & Human Resource Division with an email to faridah@ainmedicare.com.my or azman@ainmedicare.com.my, specifying all relevant details including the name of the vendor, person involved from the partner's side and gift/favour/gratification offered using **Form ABAC 3: REPORT OF ABAC POLICY VIOLATION**. AMSB associates reporting such incidents may choose to keep their name anonymous if they so desire. On investigation by the Ombudsman (hereinafter mentioned in No.5), if it is found to have merit in the issue and the Committee decides that an incident of violation of the ABAC policy has taken place, a 'good citizen's' incentive of not more than RM500.00 shall be given to the concerned AMSB associate (only those who had stated his/her name at the time of bringing the issue to the Ombudsman).
- 4.5 Any associate who learns that any other AMSB associate OR Partner is violating OR attempting to violate the company's ABAC policy is required to report such incident, along with details of the partner / AMSB associate involved and context of the violation, to the Ombudsman in writing using **Form ABAC 3: REPORT OF ABAC POLICY VIOLATION**. AMSB associates reporting such incidents may choose to keep their name anonymous if they so desire. If the ombudsman finds merit in the issue and the Committee decides that an incident of violation of the ABAC policy has taken place, a 'good citizen's' incentive of not more than RM500.00 shall be given to the concerned AMSB associate, (only those who had stated his/her name at the time of bringing the issue to the Ombudsman).
- 4.6 If any partner finds that he/she is being asked to provide gift or favour or gratification to a AMSB associate, directly or indirectly, such partner is required to report such incident, along with all relevant details including name of AMSB associate making such demand and context thereto, to the Ombudsman in writing / email using **Form ABAC 3: REPORT OF ABAC POLICY VIOLATION**. Early notification can be made by sms or by phone. AMSB shall ensure that any partner reporting such incident is not penalised for any reason whatsoever and investigation of the issues reported by the partner are done in a confidential manner, without jeopardising the business interest of the partner.

4.7 In the event of any AMSB associate who learns that the persons violating OR attempting to violate the company's ABAC policy is the Ombudsman themselves, they are required to report such incident, along with details in writing using **Form ABAC 3: REPORT OF ABAC POLICY VIOLATION** to the next higher authority of AMSB.

5. Process

5.1 AMSB through the consensus decision in the Exco Meeting nominate the Chief Financial Officer and the HOD of Administration & Human Resource Division as the persons of deep integrity and with ability to maintain complete confidentiality as 'Ombudsman'. The Ombudsman will have a dedicated phone line (not controlled by AMSB) or may choose to use personal phone line and confidential email (not controlled by AMSB) such that any AMSB associate or Partner can approach him in full confidence, without any 3rd party becoming aware.

5.2 Ombudsman will consider the merit of all issues / concerns / complaints received by him.

5.3 Ombudsman will carry out audit/checks of all locations where violations of this policy are most likely to occur. Ombudsman may appoint and have a dedicated group of 2-4 associates to investigate any such issues received.

5.4 Ombudsman is required to present all cases where he finds reasonable merit in the issue before the Committee within 7 working days of receipt of the complaint / information.

5.5 The Committee shall consist of:-

- a. Minimum 1 person from C-Suites employee.
- b. 2 persons from AMSB Exco members..
- c. 1 person from employees either in Grade 2 (Non-Exco members) or employees in Grade 3

5.6 The Committee shall make a decision related to case presented by the Ombudsman and any action further action to be taken.

5.7 In relation to the partner(s) who have lured AMSB associates to violate the ABAC policy and/or have facilitated such violations:

- a. All existing relations with the said partner (and all this subsidiaries concerns/ equivalent) shall be terminated forthwith.
- b. The said partner (and all this subsidiaries / concerns/equivalent) shall be placed on a 'banned' list for a period of 3 years from the date of such decision, during which said entity shall not be entertained in relation to any business of the company. The company may choose to extend this period indefinitely if the gravity of the violation so demands.

- c. AMSB has the right to pursue legal action on the said partner at any court of law in Malaysia or in any countries where such action required.

6. General

6.1 A pledge/undertaking to comply with this policy, in letter and spirit, will be required to be taken by all AMSB associates. Human Resource Department shall ensure that this policy is widely communicated to all associates and at all locations of the company.

6.2 A pledge/undertaking to comply with this policy, in letter and spirit, will form an integral part of every contractual document entered into by AMSB (except in case of Agreements with AMSB Customers, in which this policy will be made widely known to customers but they will not be required to become signatories to it). Procurement and Sales department (and any other department entering into a contractual transaction) shall ensure that this policy is made known and reiterated from time-to-time to all partners. A draft of the undertaking is attached as Annexure to this policy.

6.3 Confidentiality and Whistleblower protection policy

6.3.1 The Whistleblower's identity shall be kept confidential to the extent reasonably practicable, unless otherwise required by law or to facilitate investigations and/or other relevant processes.

6.3.2 Protection from reprisals ~ The Whistleblower will be protected from any reprisals as a direct consequence of the disclosure of bribery, e.g. victimisation, disciplinary measures, termination of employment etc. provided that the Whistleblower's identity satisfies all the following conditions: -

- a. The disclosure is made in GOOD FAITH and with SOUND JUDGEMENT.
- b. The disclosure is not malicious, frivolous or vexatious.
- c. The disclosure is not for personal gain or interest.
- d. The disclosure is not made with the motive of avoiding disciplinary action.
- e. The Whistleblower, to the best of his/her knowledge, is aware and believes that the information and allegations disclosed are true.
- f. Disciplinary Action against the whistleblower ~ Any false, malicious or defamatory allegations are viewed very seriously and the appropriate disciplinary action may be taken against the Whistleblower, including dismissal and legal action where required.
- g. Immunity from protection ~ The protection given to a Whistleblower however does not include immunity from any investigations, disciplinary or other actions arising from any personal wrongdoings, acts of misconduct or nonperformance on his part.

7. Related procedures, policies and guidelines:

Reference is made to the following: -

- a. AMSB Employment Terms & Conditions
- b. Disciplinary Procedures
- c. Other relevant rules, regulations, memos and circulars issued by AMSB
- d. Whistleblower Protection Act 2010
- e. Malaysian Anti-Corruption Commission Act 2009
- f. Memos, guidelines issued and agreed by the customer and AMSB.

This policy will be effective from **1st January 2023**.

SAMPLE DECLARATION LETTER

To

AIN MEDICARE SDN. BHD.
Jalan 6/44, Kawasan Perindustrian Pengkalan Chepa 2
16100 Kota Bharu, Kelantan

Sir/ Madam,

Sub: DECLARATION FOR ANTI BRIBERY AND ANTI CORRUPTION POLICY ("ABAC Policy")

This is to confirm that:

1. We have been given a copy of **AMSB ABAC Policy** including the **Third Party Anti-Bribery and Anti-Corruption (ABAC) Due Diligence** and have read and understood the letter & spirit of the same. We are aware that the policy document is also available at www.ainmedicare.com.my and We hereby agree and undertake to abide by all the terms and conditions of the AMSB ABAC Policy at all times during the term of association with your company and shall not act in contradiction of the same.
2. We shall not offer any gift / bribe to any person for whatsoever reason and purpose.
3. We acknowledge and accept that we, on becoming aware of any such bribery, corruption or corrupt practices without any delay to inform AMSB through the specified channel mentioned in the ABAC policy.
4. We are fully aware that if it is found that we had willfully kept secret, the knowledge about such practices, we shall not only be immediately removed as an authorised partner but would also be disqualified to deal with AMSB for a period not less than three years from such time.
5. We shall be liable to any legal action initiated by the Company for any breached of the ABAC policy.
6. We represent and warrant that if there are in any way associated with any political party(s), we shall keep the Company informed and shall not make any political contribution for any purpose on behalf of the Company.
7. We further confirm that this matter has been communicated before the Board / other competent forum of our organisation and this declaration has been issued after taking all required compliances / authorisation within our organisation.

Yours sincerely,

AUTHORISED SIGNATORY
AMSB Partners
(customers/ agents/ vendors/ contractors/ suppliers/ consultants)