



ANTI-BRIBERY AND CORRUPTION POLICY *of* NADI GROUP



INDEX

Title	Clause
▪ INTRODUCTION	1
▪ PURPOSE	2
▪ QUALIFICATION	3
▪ DEFINITIONS	4
▪ SCOPE AND APPLICATION	5
▪ NADI GROUP'S ANTI-BRIBERY STANCE	6
▪ GIFTS, ENTERTAINMENT AND HOSPITALITY	7
▪ FACILITATION PAYMENT AND KICKBACKS	8
▪ POLITICAL DONATIONS AND CONTRIBUTION	9
▪ SPONSORSHIP, DONATIONS AND CONTRIBUTION TO CHARITY OR SOCIAL PROJECTS	10
▪ THIRD PARTIES AND PROCUREMENT PROCESS	11
▪ CONFLICT OF INTEREST	12
▪ RECRUITMENT OF EMPLOYEES	13
▪ BREACH	14
▪ WHISTLEBLOWER PROTECTION	15
▪ RECORD KEEPING	16
▪ COMMUNICATION AND TRAINING	17
▪ MONITORING, REVIEW AND IMPLEMENTATION	18
▪ MODIFICATION	19
▪ QUERIES	20
▪ PEKELILING PERKHIDMATAN DAN PENERIMAAN HADIAH DI DALAM PERKHIDMATAN AWAM	ANNEXURE A

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

1. INTRODUCTION

- 1.1. National Aerospace & Defence Industries Sdn Bhd (“NADI” or the “Company”) and its group of Companies (collectively “NADI Group” or “Group”) take a zero-tolerance approach to bribery and corruption and is committed to conducting and acting professionally, fairly and with integrity in all its business dealings and relationships, as well as complying with all applicable laws, which include compliance with the Malaysian Anti-Corruption Commission Act 2009 and Malaysian Anti-Corruption Commission (Amendment) Act 2018 (collectively the “MACC Act”) and all relevant laws relating to anti-bribery, anti-corruption, anti-money laundering and counter terrorism financing having local and extra-territorial jurisdiction and legal force.
- 1.2. The Board of NADI Group has established and adopted this Anti-Bribery and Anti-Corruption Policy (the “Policy”) to set out the Group’s expectations for internal and external parties working with and for the Group in upholding the Group’s commitments and stances against bribery and corruption.
- 1.3. This Policy has been developed in line with, amongst others, the MACC Act and the Guidelines on Adequate Procedures pursuant to Section 17A(5) of the MACC Act as well as other international best practices.
- 1.4. This Policy is part of the framework that NADI Group has in place for the governance of ethical conduct and in creating practical anti-bribery and anti-corruption preventive measures throughout the Group. In conjunction with other policies, procedures and guidelines of the Group, this Policy provides principles, guidelines and requirements on how to deal with bribery and corrupt practices that may arise in the course of business and operation activities within NADI Group.
- 1.5. Unless otherwise stated, any references to “we”, “us” and “our” in this Policy are to our Company and NADI Group taken as whole.

2. PURPOSE

- 2.1. The purpose of this Policy is to :
 - (a) set out responsibilities for our Board, Employees and Third Parties to comply with all applicable laws, rules and regulations against bribery and corruption ; and
 - (b) provide information and guidance to for the Board, Employees and Third Parties of NADI Group on what constitutes gratification and how to recognise and deal with corruption and bribery issues / concerns.
- 2.2. We undertake a bribery and corruption risk assessment across our business when appropriate to understand the bribery and corruption risks it faces and ensure that it has adequate procedures in place to address those risks.

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

- 2.3. This Policy is not intended to be exhaustive neither to provide definitive answers to all questions or concerns regarding bribery and corruption. Rather, this Policy seeks to provide guidance to all Associated Persons with NADI Group on standards of behaviour to comply with and ensure compliance of all applicable laws, rules and regulations in the discharge of their duties to combat against and prevent bribery and corruption from occurring in all activities that may arise during the course of doing business.

3. **QUALIFICATION**

If a provision of law conflicts with this Policy, the provision of the law will prevail. If you perceive that a provision in this Policy conflicts with the law in your jurisdiction, you should consult with the Management of NADI Group, rather than disregard the Policy without consultation.

4. **DEFINITIONS**

4.1. For the purpose of this Policy, the terms listed below represent its respective definitions:

- “Act” : refers to the Malaysian Anti-Corruption Commission Act 2009, as amended from time to time.
- “Associated Persons” : means any director, partner, employee, or any person who performs services for or on behalf of NADI Group.
- “Board” : refers to the respective board of directors of respective company under NADI Group which shall include both executive and non-executive directors.
- “Bribery” : refers to the act of corruptly giving, agreeing to give, authorising, promising, offering, soliciting, receiving, or agreeing to receive any gratification in exchange for a favour. Gratification can take various forms, including monetary, non-monetary, services, favours, or any form of benefit or advantage.
- “Corruption” : broadly defined as “the abuse of power for personal gain”, and bribery is the most common form. For the purpose of this Policy, corruption shall be construed as any action which would be considered as an offence of giving or receiving “gratification” under the Act.
- “Corruption Prevention Laws” : refers to all laws, regulations and policies relating to anti-bribery and anti-corruption including but not limited to the Act and/or other corruption prevention related legislations and laws including but not limited to Penal Code, Election Offences Act 1954, Customs Act 1967, Official Secrets Act 1972, Sedition Act 1948, Whistleblower Protection Act 2010, Prevention of Terrorism Act 2015, Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Communications and Multimedia Act 1998 and United Nations Convention Against Corruption (UNCAC).

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

- “Exco” : means committee of the NADI’s Board of Directors that responsible to assist the President of NADI based on the principle of collective decision making on mandated Board’s delegated authority.
- “Employees” : means employees, senior managers, managers, controller, officer or partner and all individual working at all levels and grades which shall include all employees whether full time, part time, probationary, contract or temporary.
- “Entertainment Hospitality Expenses” / : means meals, drinks, lodging, travel or other expenses given to or received from people who have or who may have facilitated the creation of a business relationship with NADI Group. This includes expenses incurred by/for a prospective client, customer or business associate. Expenses can be a legitimate contribution to achieving a business outcome and also includes attendance at social, cultural or sporting events.
- “Facilitation Payments” : includes unofficial and improper payments or benefit, given to secure or expedite a routine or necessary action to which the Group is entitled, legally or otherwise, or in order to expedite or secure performance (e.g. performance by public officers) of a routine action of a minor nature. Facilitation Payments need not involve cash or any other financial asset. It can manifest in any form of advantages with the intention to influence a selected group of people in their duties.
- “Gifts” : refers to personal gifts or corporate gifts including but not limited to cash, movable and immovable assets, vehicles, free fares, shares, travel facilities, entertainment, services, club memberships, any forms of discount or commission, hampers, jewelleries, decorations, souvenirs, or any other valuable items given to or received by an individual or organization or by any other third party acting on behalf of the individual/organization. Gifts present a bribery risk with negligence, inexperience and ignorance to the potential risk of corruption adding to the likelihood of gifts being used as a means of bribery.
- “Gratification” : (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;

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

- (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 preceding paragraphs (a) to (f).

- “Kickbacks” : refers to an illegal payment intended as compensation for preferential treatment or any other type of improper services received. The kickback may be money, a gift, credit, or anything of value. Paying or receiving kickbacks is a corrupt practice that interferes with an employee's or a public official's ability to make unbiased decisions.
- “Management” : refers to Senior Vice Presidents (SVP), Vice Presidents (VP), Chief Executive Officer (CEO), Managing Director (MD), managers, or any similar position of respective company under NADI Group .
- “Third Parties” : means any individual or organisation that the Employee comes into contact with during the course of work and the running of NADI Group's business, and includes actual and potential clients/customers, intermediaries, referrers of work, vendors, suppliers, contractors, sub-contractors, service providers, distributors, business contacts, business associates, consultants, agents, representatives, advisers, public body (including their advisers, representatives and officials), politicians and political parties.

5. **SCOPE AND APPLICATION**

- 5.1. This Policy applies to the Board, Employees and any Third Parties. This Policy is supplemental to, and shall be read together with NADI Group's internal policies and procedures, Whistleblowing Policy and Employee Handbook.
- 5.2. In the event of any conflict or inconsistency between the provisions of this Policy and the other policies issued by NADI Group from time to time, this Policy shall take precedence to the extent of such inconsistency. In the event of any conflict or inconsistency between the provisions of this Policy and the laws and regulations of Malaysia, the latter shall prevail. If you perceive that a provision in this Policy conflicts with the laws and regulations in your jurisdiction, you should consult with the relevant authority within your organization, rather than disregarding provisions of this Policy without consultation.

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

- 5.3. The Board, Employees, and Third Parties are expected to read, understand and comply with the requirements set out in this Policy which is made available at www.nadimalaysia.com. No waivers or exceptions will be granted for practices that deviate from this Policy.

6. NADI GROUP'S ANTI-BRIBERY STANCE

- 6.1. NADI Group takes a zero-tolerance approach towards bribery and corruption and is committed to acting professionally, fairly and with integrity in all business dealings and relationships in all jurisdictions in which it operates. We are committed to implementing and enforcing effective measures to counter bribery and corruption which are punishable offences in accordance with the Corruption Prevention Laws. It is the goal of the Group to avoid acts which might reflect adversely upon the integrity and reputation of the Group.
- 6.2. NADI Group's commitment and stance as embodied in this Policy among other things, strictly prohibits the Group's Board, Employees and Third Parties and others working for or acting on behalf of NADI Group from directly or indirectly soliciting, accepting or offering bribes in relation to NADI Group's businesses and operations.
- 6.3. NADI Group upholds all laws relevant to countering bribery and remain to be bound by the prevailing laws and regulations including but not limited to the Corruption Prevention Laws and all relevant laws relating to anti-bribery, anti-corruption, anti-money laundering and counter terrorism financing having local and extra-territorial jurisdiction and legal force in respect of business activities conducted both in Malaysia and abroad.
- 6.4. NADI Group treats any violation of this Policy seriously and will undertake necessary actions, including, but not limited to, review of employment or appointment, disciplinary actions, cessation of business/contractual relationship and reporting to the authorities, consistent with the relevant laws and regulations.
- 6.5. The Board, Employees and Third Parties will be accountable individually whether he or she pays a bribe himself or herself or whether he or she authorises, assists or conspires with someone else to violate this Policy and/or any of the Corruption Prevention Laws. Punishment for violating the law is against him/her as an individual and may include imprisonment, probation, mandated community service and monetary fines and others which will not be paid by NADI Group.
- 6.6. To address these risks and as precautionary measures, we have taken the following initiatives / actions to place and ensure adequate procedures designed and implemented to prevent corrupt practices committed by the Board, Employees and Third Parties and others working for or acting on behalf of NADI Group:
- (a) implement this Policy;
 - (b) perform regular corruption risk assessment on our operations and review findings;
 - (c) take steps to implement training programmes for all individuals operating in areas of the organization that are identified as high risk; and
 - (d) regular review and update of this Policy.

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

- 6.7. Any individual and employee with any suspicions, concerns or beliefs that a violation of this Policy has occurred or may occur in future, should raise up, notify and shall make a report to NADI via the channel outlined in our Whistleblowing Policy.

7. **GIFTS, ENTERTAINMENT AND HOSPITALITY**

Gifts and Hospitality

- 7.1. The Group adopts a “**No Gift**” Policy, subject to narrow exceptions. The Board, Employees and Third Parties (including family members) shall not solicit or accept and give or offer any gifts directly or indirectly from or to other Third Parties and/or any external parties (including family members of Third Parties and/or any external parties). Strict and full compliance of this Policy is significant so as to avoid conflict of interest or the appearance of conflict of interest for either party in on-going or potential business dealings between NADI Group and external parties as gifts can be seen as a bribe that may tarnish the Group reputation or be in violation of the Corruption Prevention Laws.
- 7.2. However, the Group recognizes that the exchange of business courtesies, such as modest gifts, hospitality and entertainment (including meals, invitations to attend promotional events or corporate functions) is customary and legitimate to create goodwill, and/or strengthen business and commercial relationships. Such courtesies are allowed if they are not lavish and are appropriate and reasonable in the light of accepted business practices of the relevant businesses that the Group operates in and is not intended to improperly influence the decisions of the person involved.
- 7.3. In such circumstances the Board, Employees and Third Parties must be guided by the highest ethical standards when deciding whether giving or receiving such gifts or hospitality is appropriate. In particular, the Board, Employees and Third Parties must always ensure that any such exchanges are transparent, proportionate, reasonable and bona fide. Generally, the Group allows its management and employees to give or receive Gifts if they are reasonable and appropriate in the circumstances. Such Gifts shall not be extravagant or excessive with reference to the circumstances and/or done with any corrupt intention.
- 7.4. The following key guiding principles under this “No Gift” Policy must be taken into account in dealing with the receipt or giving of gift or event of hospitality:
- (a) if the gift is lavish, a requisite approval from the respective Management and/or Exco (whichever applicable) as the approving authority must be duly obtained;
 - (b) they are limited, customary and lawful under the circumstances;
 - (c) they do not have or are perceived to have (by either the giver or the receiver), any effect on actions or decisions;
 - (d) there must be no expectation of any specific favour or improper advantages from the intended recipients;
 - (e) the independent business judgment of the intended recipients must not be affected;
 - (f) there must not be any corrupt / criminal intent involved; and

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

- (g) the giving out of the gift and hospitality must be done in an open and transparent manner.

Entertainment

- 7.5. Principally, the Group strictly prohibits the Board, Employees and Third Parties from soliciting corporate hospitality and entertainment nor are they allowed to accept hospitality and entertainment that is excessive, inappropriate, illegal or given in response to, in anticipation of, or to influence a favourable business decision, particularly from parties engaged in a tender or competitive bidding exercise.
- 7.6. However, the Group recognizes that the occasional acceptance of an appropriate level of hospitality and entertainment given in the normal course of business is usually a legitimate contribution to building good business relationships. However, it is important for the Board, Employees and Third Parties to exercise proper care and judgement before accepting the hospitality and entertainment. This is not only to safeguard the Group's reputation, but also to protect the Board, Employees and Third Parties from allegations of impropriety or undue influence.
- 7.7. As a general rule, a reasonable amount of entertainment is allowed for the purpose of business networking, fostering relationships with external parties or showing hospitality and occur sparingly. Hence, the key guiding principles in ensuring the entertainment given or received are appropriate are as follows:
- a) If the entertainment/hospitality is lavish and extraordinary than usual, a requisite approval from the respective Management and/or Exco(whichever applicable) as the approving authority must be duly obtained for entertainment claim/expenses;
 - b) it is for *bona fide* purpose;
 - c) the activity will not create any obligation or expectation on the recipient;
 - d) the expenditure will not be seen as intended for or capable of achieving undue influence in relation to a business transaction;
 - e) the value and nature of the expenditure is not disproportionate to the occasion;
 - f) it is not overly frequent;
 - g) the expense will be fully documented including purpose, approvals, attendees etc.

Additional Guidelines

- 7.8. In addition to the above guidelines on Gifts and Hospitality of the Group, all employees and management of the Group are also required to comply to all the rules and guidelines in "Pekeliling Perkhidmatan Bilangan 3 Tahun 1998 - Garis Panduan Pemberian dan Penerimaan Hadaiah di Dalam Perkhidmatan Awam" (hereinafter referred to as "**PP 03/1998**") when dealing with Public Officials and/or Government Agencies or Departments in all occasions involving gift giving and hospitality including but not limited to festive seasons, business events and activities. A copy of PP 03/1998 is annexed herewith as "**Annexure A**".

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

8. **FACILITATION PAYMENT AND KICKBACKS**

- 8.1. We do not make and will not accept Facilitation Payments or Kickbacks of any kind. All parties subjected to this Policy must avoid any activity that might lead to Facilitation Payments or Kickbacks being made or accepted.
- 8.2. Any individual with any suspicious, concerns or queries regarding a payment made on our behalf or improper business practices, he or she should raise these by reporting to the Group via the channel as outlined in our Whistleblowing Policy.

9. **POLITICAL DONATIONS AND CONTRIBUTION**

We do not make charitable donations or contributions to political parties. Whilst the Board, Employees and Third Parties acting in their personal capacity as citizens are not restricted to make any personal political donations, NADI Group will not make any reimbursement for these personal political contributions back to the Board, Employees and Third Parties.

10. **SPONSORSHIP, DONATIONS AND CONTRIBUTION TO CHARITY OR SOCIAL PROJECTS**

- 10.1. Contributions or donations made by NADI Group to community projects or charities must be made in good faith and in compliance with NADI Code of Business Conduct and Ethics, this Policy and all relevant NADI Group's policies and procedures.
- 10.2. NADI Group's property, facilities, services or employee time cannot be used for or contributed to any political party or candidate for public office without approval by the Management and/or Exco (whichever applicable) as the approving authority of NADI Group.
- 10.3. No donation should be made which may be perceived to breach applicable law or any other section of this Policy.
- 10.4. Any international donations, charitable contributions to the Employee or Board or to the NADI Group shall not be accepted unless with the approval of Exco as the approving authority of NADI Group in order to avoid any possible violations of international laws including anti-money laundering, anti-terrorism and other applicable laws.

11. **THIRD PARTIES AND PROCUREMENT PROCESS**

A. General

- 11.1. NADI Group has processes and adheres to the systems of internal controls on supplier selection. Supplier selection should never be based on receipt of the Gifts, Hospitality or Entertainment.
- 11.2. Bidding processes are open to all qualified bidders and no party shall have an unfair advantage of separate, prior, close-door negotiations for a contract.

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

- 11.3. Selection of suppliers shall be subject to clear adherence to this Policy and all relevant NADI Group's policies and procedures.
- 11.4. Appropriate assessments shall be conducted on individuals or third parties to ensure the business and background of the potential business associates are free from bribery elements or conflict of interest prior to procurement process.

B. Red Flags

- 11.5. The following is a non-exhaustive list of possible red flags (for illustrative purposes only) that may arise for an individual while working for NADI Group and which may raise concerns under the Corruption Prevention Laws ("**Red Flags**"):
- (a) becomes aware that a third party engages in, or has been accused of engaging in improper business practices, improper conduct or has a reputation for paying bribes or requiring bribes;
 - (b) a third party demands gifts, benefits, commission or fees before committing or continue to sign up a contract;
 - (c) a third party requests that a payment be made to a country or geographic location different from where the third party resides or conducts business;
 - (d) a third party refuses to provide or has provided insufficient, false, or inconsistent information in response to due diligence questions;
 - (e) a third party requests the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
 - (f) there are signs that the third party is not acting on his own behalf, but is trying to conceal the true beneficial owner's identity;
 - (g) a Third Party has a reputation of having a "special relationship" with a government, political party or other public official or has been specifically requested by a public official;
 - (h) a third party refuses to sign a commission or fee agreement or insists on the use of a side-letter relating to the payment of funds;
 - (i) a third party requests for an unusually large or disproportionate commission, retainer, bonus or other fee or an unexpected additional fee or commission to "facilitate" a service;
 - (j) a third party requests for payment in cash or cash equivalent such a money order; refuses to provide an invoice or receipt;
 - (k) a third party refuses to provide an invoice or receipt for a payment, or you receive an invoice or receipt that appears to be non-standard or customized;
 - (l) a third party requests that a transaction is structured to evade normal record-keeping or reporting requirements;

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

- (m) a third party refuses to abide by this Policy or does not demonstrate that it has adequate internal anti-corruption and bribery policies and procedures in place; or
- (n) been offered an unusually generous gift or lavish benefits or entertainment by a third party.

11.6. If the Board, Employee or Associated Persons come across any of these red flags or believe it may occur potentially while working for NADI Group, he/she must make report promptly in accordance with the procedure as set out in our Whistleblowing Policy.

C. Due Diligence Prior to Engaging with Potential Third Party

11.7. To ensure that NADI Group only does business with a Third Party that shares NADI Group's standards of ethics and integrity, the Board and Employees shall conduct prior due diligence to assess the integrity of NADI Group's prospective business counterparties.

11.8. NADI Group shall not enter into any business dealings with any Third Party which is reasonably suspected of engaging in Bribery or improper business practices unless those suspicions are investigated and resolved.

11.9. If at any point during the due diligence exercise or in the dealings with a Third Party, there are conflicts of interest or Red Flags that are raised, these warrant further investigation and must be sufficiently addressed before the engagement of the Third Party can progress.

D. Due Diligence for Existing Third Party

NADI Group performs an on-going monitoring and manages the risk profile of existing Third Party, by conducting the following:

- (a) no payment to personal account is allowed if the Third Party is a body corporate;
- (b) any one-off advance payment to a Third Party after a contract is signed, must be reviewed and approved by the Management and/or Exco (whichever applicable) before payment is made;
- (c) all and any Third Party are subject to periodic compliance risk profile review.

E. Trigger Event for Conducting Due Diligence Check After Contracting

The following are the trigger events that will cause NADI Group to perform due diligence exercise after contracting with the Third Party:

- (a) change of payee and/or change of bank payment account request are raised by the Third Party;
- (b) when the periodic compliance risk profile review is due;
- (c) when there are changes of associated persons, for e.g., change of beneficial owner or authorized person;

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

- (d) any negative news or updates on the Third Party which may raise concerns on doing business with the Third Party.

12. **CONFLICT OF INTEREST**

Conflict of interest will arise in situations where there is personal interest that could be considered to have potential interference with objectivity in performing duties or exercising judgment on behalf of NADI Group. Employees should avoid situations in which personal interest could conflict with their professional obligations or duties. Employees must not use their position, official working hours, NADI Group's resources and assets, or information available to them for personal gain or to the NADI Group's disadvantage.

13. **RECRUITMENT OF EMPLOYEES**

- 13.1. NADI Group provides equal opportunity for any qualified and competent individual to be employed by the company from various multicultural and multiracial backgrounds. The recruitment of employees is based on approved selection criteria to ensure that only the most qualified and suitable individuals are employed.
- 13.2. This is crucial to ensure that no element of corruption is involved in the hiring of employees. In line with this, NADI Group is committed in conducting background checks on potential employees to ensure that no one is employed on the basis of Gratification.
- 13.3. Detailed background checks must be carried out when hiring employees that would be responsible in management positions, as they would be tasked with decision making obligations.

14. **BREACH**

Any Employee who is in breach of this Policy may face disciplinary action and/or reported to the Authority, which could result in dismissal for gross misconduct and/or being charged under the relevant laws. NADI Group reserves the right to terminate contractual relationship with any Third Party if there is a breach of this Policy.

15. **WHISTLEBLOWER PROTECTION**

- 15.1. NADI Group strongly encourages the Board, Employees, Third Parties or clients to notify or report on any improper conduct via its Whistleblower channel as described in details in its Whistleblower 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 provided that such disclosure is not specifically prohibited by any written law.
- 15.2. Individuals who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We encourage openness and will support anyone who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken.

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

- 15.3. We are committed to ensuring that no one suffers any detrimental treatment as a result of refusing to take part in corruption, or because of reporting concerns under this Policy in good faith. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavorable treatment connected with raising a concern.
- 15.4. Nonetheless, paragraph 15.1, 15.2 and 15.3 hereof may be revoked if the report made by the whistleblower is proven to be malicious, false, frivolous, baseless or bogus allegations / reports made by a whistleblower knowingly and/or in bad faith and he/she may be subject to legal action and/or disciplinary action, whichever applicable.
- 15.5. For further information, please refer to NADI Group's Whistleblowing Policy which is made available at www.nadimalaysia.com

16. **RECORD KEEPING**

- 16.1. The Group commits to keep all financial records and have appropriate internal controls in place which will evidence, substantiate and justify that business reason for making payments to, and receiving payments from, Third Parties.
- 16.2. The Group requires that all expenses claims relating to gifts, hospitality or entertainment made to Third Parties are submitted in accordance with the Group's reimbursement procedures and/or applicable policy and specifically record the reason for such expenditure. All parties subject to this Policy shall further ensure that all expenses claims shall comply with the terms and conditions of this Policy.
- 16.3. All documents, accounts and records relating to dealings with third parties, such as customers, suppliers and business contracts, should be prepared and maintained with strict accuracy and completeness. No accounts should be kept "off-book" to facilitate or conceal improper payments.

17. **COMMUNICATION AND TRAINING**

- 17.1. NADI Group commits that adequate and continuous training, awareness and compliance programs for the Board and Employees (new and existing) as well as Third Parties, where necessary, will be conducted to ensure understanding and strict compliance to NADI Group's anti-bribery measures and this Policy, and to continuously promulgate integrity and ethics. Training on this Policy forms part of the induction process for all new Employees.
- 17.2. Our Zero-Tolerance approach to corruption and bribery must be communicated to all the Third Parties at the outset of our business relationship with them and as appropriate thereafter. Wherever possible, all Third Parties should be sent a copy of this Policy at the outset of the business relationship or shall always refer to this Policy published on NADI Group website.

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

18. **MONITORING, REVIEW AND IMPLEMENTATION**

- 18.1. The Board, Employees and Third Parties are responsible for the success of this Policy and should ensure adherence to this Policy and use it to disclose any suspected danger or wrongdoing.
- 18.2. Regular audits on internal control systems and procedures shall be conducted regularly to ensure compliance to this Policy. Such audits may be conducted internally or by an external party. Audit documentation should include performance improvement and effective action plans.
- 18.3. The Group recognises that managing an anti-bribery and corruption programme is a continuous process which requires systematic review and monitoring to ensure its objectives are met. The Group and the Board shall jointly review and monitor compliance of the Policy regularly or when there are changes in legislation or business environment which may impact the Group's businesses locally or overseas. Primary objective is to ensure the Policy remains relevant and appropriate for the Group based on the nature and size of its business activities.

19. **MODIFICATION**

NADI Group reserves the right to amend, modify or update this Policy periodically and at any time by updating and publishing the effective date of the release of the new versions hereof through an internal circulation to the Employees or by making it available in NADI Group's corporate website.

20. **QUERIES**

If you have any questions or require further information about any aspect of this Policy, please do not hesitate to contact the Integrity & Governance Unit (IGU) of NADI Group at +603 78447100 or via e-mail to igu@nadimalaysia.com