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# TIME Group Principles

## Anti-Bribery & Corruption (ABC) Policy

**time**<sup>™</sup>

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Version 4.0

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## AMENDMENT RECORD

VERSION	DATE	SUMMARY OF CHANGE
1.0	1 <sup>st</sup> June 2020	Board approved the proposed ABC Policy.
2.0	25 <sup>th</sup> January 2021	Updated the Policy applicability to include TIME Group customers.
3.0	11 <sup>th</sup> March 2022	<p>Reviewed the ABC Policy and amended the following:</p> <ul style="list-style-type: none"> <li>• Changed the term PEP (Politically Exposed Person) to PAP (Politically Affiliated Person);</li> <li>• Defined the term PAP by removing the “member of political party” from the original definition of PEP;</li> <li>• Amended Clause 1.2.6.2 (b) to remove maximum period allowed to engage a third-party intermediary and replace with maximum period allowed as contract term;</li> <li>• Amended Clause 1.2.6.2 (d) to change the due diligence submission requirement to Audit Committee;</li> <li>• Amended 2.3.1.2 to change the type of expenditure that requires prior C&amp;E clearance and set a threshold to define an above average meal cost;</li> <li>• Amended 2.3.2.4 to set a threshold on receiving meals which requires reporting to C&amp;E Officer; and</li> <li>• Amended 3.2.3 (iii) to further elaborate the third-party due diligence criteria.</li> </ul>
4.0	22 November 2023	<p>General review of ABC Policy and following amendments and revision have been made:</p> <ul style="list-style-type: none"> <li>• Insertion of content table;</li> <li>• Introduction Section: <ul style="list-style-type: none"> <li>(i) inserted component where the ABC Policy complies with MAC Act 2009 (revised 2018) and best practice and anti-bribery guidelines;</li> <li>(ii) re-formatting and insertion of sub-headers and accordingly re-shuffling of paragraphs in accordance with such sub-headers (for clarity, without deletion to the original content);</li> <li>(iii) insertion on definition of bribery and corruption;</li> </ul> </li> <li>• Retitled 'Definitions' to 'Abbreviations and Definitions', revised definitions based on usage in ABC Policy and current practical positions;</li> <li>• Changed the term PAP (Politically Affiliated Person) to PEP (Politically Exposed Person) consistent with acceptable standard;</li> <li>• Expanded the term TIME Group to include TIME dotCom Berhad and its subsidiaries;</li> <li>• Redefined the term C&amp;E Officer to be read as the person responsible for the execution and implementation of this Policy;</li> <li>• Inclusion of Compliance Office's email address and ABC Portal for employees to seek assistance and guidance;</li> <li>• Clause 1.0: <ul style="list-style-type: none"> <li>(i) General number and paragraph reformatted and re-arranged sub headings in whole of Clause 1.0;</li> </ul> </li> </ul>

		<p>(ii) Clause 1.2.4: Insertion In 'Facilitation Payments' to include definition of 'extortion payment', guidelines on what to do when faced with such incidents and situations and clarified course of action by Employee, C&amp;E and Internal Audit Department;</p> <p>(iii) Clause 1.2.6: Added 'Counter Terrorism Funding' with Money Laundering segment and expanded on course of action to be taken in the event of suspicious activity; and</p> <ul style="list-style-type: none"> <li>• Clause 1.3: With TIME now having a Due Diligence Manual (“DDM”), amended 'Contributions or Donations' to include requirement to conduct due diligence in accordance with TIME's DDM and added further requirement on prohibition of donation during sensitive time and must be in accordance with TIME Group's donation guidelines;</li> <li>• Inserted Clause 1.4 on 'Sponsorships' and its permitted perimeters;</li> <li>• Inserted Clause 1.5 on 'Corporate Social Responsibilities' and its permitted perimeters;</li> <li>• Clause 1.6: With TIME now having a DDM, revised 'Engaging 3rd Party Intermediaries' to include requirement to conduct due diligence in accordance with TIME's DDM and to obtain C&amp;E clearance';</li> <li>• Clause 1.7: With TIME now having a DDM, revised 'Payment of Fee or Commission to a Third Party' to include requirement to conduct due diligence in accordance with TIME's DDM and to obtain C&amp;E clearance;</li> <li>• Clause 1.8: Newly inserted 'Mergers, Acquisitions and Investments' and its permitted perimeters;</li> <li>• Clause 2.0: <ul style="list-style-type: none"> <li>(i) Rephrased the General Rule under GMET for simplification and Inserted additional requirement for mandatory principles under GMET;</li> <li>(ii) Clause 2.3.: Inserted provision that GMET for government related matters may require compliance to the governmental circulars, and 3rd Parties shall be in accordance with TIME's DDM;</li> </ul> </li> <li>• Clause 3.1.3: <ul style="list-style-type: none"> <li>(i) Inserted definition of Conflict of Interest and provided clarification on when 'Conflicts of Interest' may occur;</li> <li>(ii) inserted reference to TIME's Employee's Code of Conduct handbook;</li> <li>(iii) inserted requirement to declare conflicts of interest via Conflict of Interest Declaration form;</li> <li>(iv) enhanced obligations of 3PP;</li> <li>(v) provision for Employees to conduct third party due diligence and to take necessary steps to distance or recuse from such situations; and</li> <li>(vi) record of conflict of interest cases to be maintained.</li> </ul> </li> </ul>
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		<ul style="list-style-type: none"> <li>• Clause 3.2.1: inserted 3PPs' additional general obligations for requirement to comply with all applicable laws, participate in due diligence activities and carry out business activities professionally and ethically at all times.</li> <li>• Clause 3.2.3: inserted due diligence requirement prior to entering into formalised relationship for potential 3PPs and due diligence requirement for existing 3PP for the purpose of ongoing monitoring. Reference to DDM for comprehensive due diligence checklist.</li> <li>• Clause 4.0: <ul style="list-style-type: none"> <li>(i) Clause 4.1.1 inserted general principles and approach of due diligence and clarification employees' roles and responsibilities, due diligence scope, requirement and process. Inclusion of reference to TIME's DDM for due diligence checklist. Expanded the due diligence scope to include M&amp;A, Special Projects and Personnel in certain position;</li> <li>(ii) Clause 4.1.1.7: inserted reference to DDM i.e record to be maintained in accordance with DDM;</li> <li>(iii) Clause 4.2.1.3: inserted clarification that periodic review of the ABC Policy can be conducted by Internal Audit or an independent expert engaged by Audit Committee;</li> <li>(iv) Clause 4.3.1: Inserted clarification that Form 1 (incident Reporting) is also available on the ABC Portal and inserted reference to whistleblowing policy;</li> <li>(v) Clause 4.4: revised clause to read that incidents reported shall be submitted to the Internal Audit Department, inserted general investigation perimeters and clarified on confidentiality and independence of investigations</li> <li>(vi) Clause 4.4.4: inserted clarification that C&amp;E Officer endorses investigation reports upon completion of investigation;</li> <li>(vii) Clause 4.7: Inserted that Records &amp; Documentation shall be kept as outlined in MS ISO 37001 Guidelines, provision on control of the records and availability of an Adequate Procedure's Manual;</li> <li>(viii) Clause 4.9: inserted clarification that the Compliance Office shall function independently on matters concerning ABC and reporting directly to the Board Audit Committee with administrative reporting to the Executive Director.</li> </ul> </li> <li>• Annexures <ul style="list-style-type: none"> <li>(i) Inserted Acknowledgement and Acceptance of ABC Policy Form;</li> <li>(ii) Updated Form 1, Incident Report;</li> </ul> </li> </ul>
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		(iii) Updated Form 2, Payments of Contribution or Donations;
		(iv) Updated Form 3, Government Officer travel Acknowledgment Form; and
		(v) Inserted ABC Form 5, Conflict of Interest Declaration form.

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## INTRODUCTION

This is TIME dotCom Berhad's ("TIME") Business Integrity and Anti-Corruption Policy ("Policy"). It sets out TIME Group (as defined below) policy and general principles, guidelines and processes to minimise and eliminate TIME Group's exposure to the risk of unlawful conduct relating to bribery and corruption.

These guidelines deal with anti-bribery & corruption, general business courtesies and obligations of third parties engaged by TIME Group and are built upon the foundation of our Code of Conduct.



This Policy complies with relevant Malaysian anti-bribery laws ("ABC Laws") primarily the Malaysian Anti-Corruption Act 2009 (revised 2018) and the respective corrupt practices covered under the Act including:

- Sections 16 and 17: Receiving or Giving Gratification;
- Section 17A: Offence by a Commercial Organisation (or commonly known as the Corporate Liability provision of the MACC Act);
- Section 18: False claims with intention to deceive the principles; and
- Section 23: Abuse of position for gratification for public body.

In addition, this Policy aligns with best-in-practice anti-bribery guidelines, namely Guidelines on Adequate Procedures and MS ISO 37001 ABMS (2016).

## WHO DOES THIS POLICY APPLY TO?

This Policy is applicable (regardless of the locality or residence of the following):

- To all of our Employees, management, directors (executive and non-executive) of TIME Group, whereby this Policy supplements the Employee Handbook;
- To all of our consultants, advisers, service providers, suppliers, vendors,

contractors, agents, or third parties engaged by us or any of their employees, contractors, senior managers or directors (“3PPs”), with added emphasis on the provisions set out in Section 3; and

- To all of our customers or any of their employee, senior manager or director (not limited to their authorised signatories) (“Customers”) who subscribe to certain services provided by TIME Group.
- All Employees, including the directors, shall sign and acknowledge a Declaration of Compliance (enclosed as Appendix A) confirming that they have read, understood and will adhere to this ABC Policy. The declaration shall be documented and retained by People Division.

## OUR VALUE AND BELIEF

The key principle underlying this Policy is:

“Integrity Above All Else”

This is a value that is embedded in each and every one of us. It is our intention to foster a culture where all our internal and external stakeholders behave honestly, reflecting our **zero tolerance towards bribery and corruption**.

## WHAT IS BRIBERY?

Bribery is a type of corruption. Generally defined as an act of offering, giving, receiving or soliciting something of value (for example money or information) in an attempt to illicitly influence the actions or decisions of a person with a position of trust within an organisation.

## WHAT IS CORRUPTION?

Corruption has a broader definition than bribery. Corruption generally involves misuse of office or position or power, for personal gain or abuse of position to help others by directly or indirectly offering, giving, receiving or promising anything of value or a gratification (which could be financial or non-financial), with the intention to influence business decisions or to gain improper business advantage.

## HOW TO SPOT BRIBERY OR CORRUPTION?

“If it looks or feels wrong, it probably is wrong.”

This Policy reinforces TIME Group’s commitment to demonstrating that each and every Employee carries a fiduciary duty to act in the best interests of TIME Group and thus requires us to uphold the highest level of integrity and good governance in our conduct. A fiduciary is someone who undertakes to act for or on behalf of another, whether of a general or specific character; and it is immaterial whether he/she is contractually bound to do so.

TIME Group is committed to, and promise to:-

- Conduct business in an honest and ethical manner, acting fairly and with integrity in all business and regulatory dealings;
- Abide and uphold laws relating to the prevention of bribery and corruption in all jurisdictions in which we operate.

It is your responsibility to read, understand and adhere strictly to this Policy.

Engaging in corrupt or bribery practices can bring severe consequences to TIME Group and to yourself, which extends beyond criminal penalties such as imprisonment and fines. The act of, or the perception of engaging in such behaviour also carries with it the risk of reputational and financial losses toward the TIME Group.

Your attention is drawn to Section 5 of this Policy, which sets out the consequences of non-compliance of this Policy. This includes, but is not limited to summary dismissal or termination of contract, as well as exposure to civil and criminal liabilities.

It shall be your responsibility to report any suspected, threatened or actual breach of this Policy or its underlying principles, and any person making such report is assured the same protections as set out in the Whistleblowing Policy.

No Employee will suffer retaliation or discriminatory or disciplinary action (e.g. demotion, penalty, or other adverse consequences) for reporting in good faith violations or soundly suspected violations of this Policy or for refusing to engage in activities inconsistent with our fiduciary duties, even if such refusal may result in a loss of profit to TIME or TIME Group.



While this Policy is written in simple terms, its application may not always be straightforward. If, at any time you are in doubt, please contact TIME Group's C&E Officer at [abc@time.com.my](mailto:abc@time.com.my) or ABC portal which is accessible within Document Workflow Management System ("DWMS") for further assistance and guidance.

## Abbreviations and Definitions

The following words and phrases used in this Policy have the prescribed meanings, unless the context otherwise requires:

- 3PP or 3<sup>rd</sup> Party Providers or Third Party** : *means suppliers, providers, vendors, licensors of intellectual property rights, contractors, agents, brokers, referral partners, consultants, resellers, value added partners, other forms of representatives or third parties engaged by the TIME Group including their respective employees, contractors, senior managers or directors;*
- ABC Policy or Policy** : *means this anti-bribery and anti-corruption policy, and any and all amendments, and revisions thereto;*
- ABMS** : *Means an anti-bribery management system or process*
- C&E Officer** : *stands for 'Compliance & Ethics Officer' and means the person who is responsible for the execution and implementation of this Policy;*
- C&E Clearance or Clearance** : *means the statement or indication by the C&E Officer in writing/via ABC Portal that he / she has no objection to any proposed action under this Policy;*
- Compliance Office** : *means the department led by the C&E Officer;*
- Corporate Personnel, Employee or You** : *means an Employee, the senior management of and / or the executive, non-executive and independent directors of TIME and any corporate entity of the TIME Group;*
- CRA** : *means a corruption risk assessment as set out in Section 4.5;*

- Customer** : *means the party who subscribes to certain services provided by the TIME Group and any of the said party's employee, contractor, senior manager or director;*
- Employee Handbook** : *means TIME's Employee Handbook Version 2020 and including such amendments, changes or modifications as may be made from time to time;*
- External Stakeholders** : *shall include actual and potential customers, suppliers, distributors, agents, advisors, intermediaries or service providers who engage in business activities with TIME Group; and government and public bodies, including their advisors, representatives and officials, politicians, and public parties with whom TIME Group has business dealings;*
- GMET** : *means a general business courtesy where one offers to pay for a 3PP, Customer or Government Official and can be in the form of a gift, meal, entertainment or travel, as set out in Section 2;*
- Government** : *includes local, provincial, regional, and / or national governments, the legislative, judicial, and executive branches of Government, and the civil service;*
- Government Official** : *includes any official or Employee of a Government, Government- owned enterprise, Government agency or regulatory authority, any political candidate or member of a political party, any public international organisation, any official or employee of a public international organisation (e.g. United Nations, World Bank), or any person acting in an official capacity for or on behalf of any of the foregoing;*
- Gratification** : *includes but not limited to money, donation, gift, loan, fee, reward, valuable security, forbearance, favour, undertaking, property or interest in property of any description whether movable or immovable, finance benefit, or any other advantage to a person or entity;*
- Investigation Report** : *means the report issued by the Internal Audit Department to the Chair of the Audit Committee on the outcome of an investigation and the recommended course of action;*

- Management** : *means the senior management of TIME;*
- Politically Exposed Person or PEP** : *means someone who is either prominent in Government or has been entrusted with a public, regulatory or executive function, and includes any political candidate, a politically-linked individual or company that is able to exercise influence over Government Officials decision making (including exerting, direct or indirect, undue influence over the said Government Officials);*
- TIME Group** : *Includes TIME dotcom Berhad and its subsidiaries;*
- TIME** : *means TIME dotCom Berhad (Co. Reg. No. 199601040939 / 413292-P); and*
- Whistleblowing Policy** : *means the whistleblowing policy published by PEOPLE Division, TIME.*

*(The remainder of this page is intentionally left blank)*

# 1.0 Anti-Bribery & Corruption (ABC) Policy

## 1.1 General Rule

TIME Group has a zero-tolerance policy towards bribery and / or corruption, even if it results in losing a piece of business or commercial advantage for TIME Group. Any breach, attempted breach or abetment in a breach of the prohibitions stated in this Policy shall be deemed a non-compliance of this Policy and subject to disciplinary and / or other action as set out herein.

## 1.2 Prohibited Acts

### 1.2.1 Gratification

#### 1.2.1.1 Prohibition against Giving or Offering Gratification

Corporate Personnel, Customers and 3PPs are PROHIBITED FROM giving or offering any Gratification, whether directly or indirectly, to any person, Government Official, PEP or entity, including but not limited to any customers or potential customers (or their employees or officers), political party, candidate for political office or any intermediaries, such as agents, attorneys or consultants, with intent to obtain a business or an advantage for TIME Group.

#### 1.2.1.2 Prohibition against Accepting or Receiving Gratification

Corporate Personnel are PROHIBITED FROM accepting or receiving any Gratification from anyone, whether directly or indirectly, in order to secure an advantage or business for the giver of the Gratification or for a third party, from any person or entity which is intended to, or which may be perceived as being intended to:

- (i) influence one's official acts or decisions;
- (ii) obtain or retain business or a business advantage for, or direct business to, the offeror of the bribe and / or any entity that he/she represents; and / or
- (iii) secure any improper advantage for the offeror of the bribe and / or any entity that he / she represents.

## 1.2.2 Influence Buying

### 1.2.2.1 Prohibition against Influence Buying

The buying of, or entering into an arrangement to secure the influence of a person that is in a position of influence to use his / her personal influence to obtain a benefit for TIME Group in return for TIME Group paying such a person a fee (whether in cash or in kind) is PROHIBITED.

## 1.2.3 Payments to Government Officials & Politically Affiliated Persons

### 1.2.3.1 General Prohibition

Any and all Gratifications made, given to or received from Government Officials or PEP or the members of their family, in order to influence such Government Officials or PEP's decision making or to exercise his / her influence over the decision-making process in order that TIME Group may obtain or retain business or obtain or retain an advantage is PROHIBITED.

## 1.2.4 Facilitation Payments

Facilitation or grease payments to any Government Official, PEP, person, entity or body that benefits or advantages TIME Group is PROHIBITED. This prohibition applies regardless of whether the payment is to facilitate, accelerate or speed up a process whose end beneficiary is TIME Group.

TIME Group prioritize the security and safety of both ourselves and our third parties. In the uncommon circumstance that you encounter a situation involving a bribe demand or extortion where you fear for your safety or that of others, you may have no option but to make or offer a payment; these are referred to as payments under duress and may have legal defences. These transactions are closely monitored and required proper documentation. It is important to note that any repeated, systemic, or accepted payments as part of standard business practices do not qualify as payments under duress and are strictly PROHIBITED.

When faced with these risks the following guidance applies:

- (a) Report the matter to C&E and the relevant authorities (if appropriate) at the earliest opportunity;

- (b) Record the payment (transaction) if payment has been made; and
- (c) Record and document all pertinent details e.g particulars of the requestor, chronology of events etc

Action by C&E:

- (a) immediately inform Internal Audit to investigate the matter. The Internal Audit shall assess the personal security risk of retaliation, extortion or future demands, and determine whether a mitigation plan is required. Assistance from external bodies may also be considered depending on the risks level.
- (b) record any payments made for accounting purposes; and
- (c) report the matter to the relevant authorities (if appropriate).

## 1.2.5 Buying Information to Secure a Competitive Edge or Advantage

### 1.2.5.1 General Rule

No Gratification is to be provided, offered or agreed to be provided to a third party or an Employee or agent of a potential or existing customer in return for information that will give TIME Group a competitive edge over its competitors in any bidding or tender process.

## 1.2.6 Money Laundering and Counter Terrorism Funding

### 1.2.6.1 General Rule

If a Corporate Personnel has reason to believe that any activity or request submitted has the elements or creates a reasonable suspicion of a concealment of illegal activity through legitimate activities falling within the definition or description of money laundering (or such similar criminal activity and includes its attempt and / or abetment), such personnel must report any such suspicion to the C&E Officer

When in doubt or if any suspicious activity or transactions have been observed, the Employee or 3PP must immediately notify the employee's line manager and the C&E Officer.

## 1.3 Contributions or Donations

### 1.3.1 Contributions or Donations

#### 1.3.1.1 General Rule

TIME Group may render assistance whether in cash or in-kind to legally non-profit organisations or registered charitable entities which are not politically affiliated, without expectation of receiving equivalent value in return PROVIDED:

- (a) all charitable donations must be made in accordance with the TIME Group's donation guidelines;
- (b) due diligence in accordance with TIME's Due Diligence Manual ("DDM") has been successfully completed; and
- (c) clearance from the Management and C&E must be obtained before proceeding with any event or contribution or donation. The necessary information required for the clearance is shown in Annexures (ABC Form 2).

The donation initiatives could originate within TIME Group or based on requests received from external parties.

Donations made in a personal capacity will not be reimbursed by TIME Group nor shall be deemed to be made by or on behalf or in favour of TIME Group.

Charitable contributions or donations, whether in cash, kind, or by any other means, to support any political party, politician or candidate for political or administrative office, or to donate to a charity recommended by a Government Official or PEP are strictly PROHIBITED as this may be perceived as an attempt to gain an advantage for TIME Group.

#### 1.3.1.2 Review Process for Charitable Contributions and Donations

- (a) All persons involved are responsible for ensuring that any contribution or donation proposed to be made are legal and ethical under local laws and practices.
- (b) The C&E Officer must carry out his / her due diligence to ascertain that the contribution or donation is not pursuant to an illegal or

- (c) improper request, and that the selection of the charity is genuine and bona fide. C&E will also ascertain whether the office bearers of the charity have a reputation for bribery or similar criminal conduct, or are connected with TIME Group's projects or customers.
- (d) Contributions:
  - (i) should not intend to influence, or could reasonably be perceived as bribery to influence a tender or other decision in favour of TIME Group; and
  - (ii) should not be made during sensitive times such as immediately before or after a tender is announced or during contract negotiations. The due diligence record must be with sufficient clarity and detail, and retained by the C&E Officer.
- (e) Once the C&E Officer is satisfied, he / she may issue the C&E Clearance. Clearances by the C&E Officer are for specific contributions or donations only, and not to be taken as a general approval.
- (f) Donations are to be made at a public event which has issued a public request for contributions or donations, and the amount of contribution or donation by the TIME Group must be fair and reasonable, and in line with those of the other donors.
- (g) All contributions and donation payments must be accurately and appropriately documented with reasonable detail.

## 1.4 Sponsorships

### 1.4.1 Sponsorships

#### 1.4.1.1 General Rule

Sponsorships are only permitted if there is a clear business case and for specific objectives (example to promote TIME Group's reputation, brands, products and services). Reasonable steps must be taken in accordance with the TIME Group's policies, procedures and guidelines to verify that all sponsorships do not constitute illegal payment to a PEP or any individual or entity in violation of the TIME Group's policies, procedures and guidelines including this ABC Policy.



TIME Group may participate and provide sponsorships to further promote TIME's business, by way of brand promotion and visibility, PROVIDED:

- (a) the sponsorship is not made to secure any improper advantage or retain any business relationship;
- (b) due diligence in accordance with TIME's DDM has been successfully completed; and
- (c) clearance from the Management and C&E must be obtained before proceeding with any sponsorship. The necessary information required for the clearance is shown in Annexures (ABC Form 2).

## 1.5 Corporate Social Responsibilities

### 1.5.1 Corporate Social Responsibilities (CSR)

#### 1.5.1.1 General Rule

TIME Group may voluntarily engage in CSR activities to ensure sustainability of society and environment with legitimate organisations and rightful recipients, PROVIDED:

- (a) CSR activities must be carefully examined and assessed for legitimacy and made in accordance with the TIME Group's policies, procedures and guidelines including donation guidelines to ensure that the intended purpose is met, and benefits are extended to the intended recipient(s);
- (b) due diligence in accordance with TIME's DDM has been successfully completed and in particular to ascertain whether any PEPs are affiliated with the organisation; and;
- (c) clearance from the Management and C&E must be obtained before proceeding with the CSR activities. The necessary information required for the clearance is shown in Annexures (ABC Form 2).

## 1.6 Engaging 3rd Party Intermediaries

### 1.6.1 Engaging 3rd Party Intermediaries

#### 1.6.1.1 General Rule

No 3rd party agent or intermediary shall be engaged for any purpose unless such engagement is required following a business case submitted and approved by the Management and fulfils the following conditions below and as set out in Section 1.6.1.2:

- (a) due diligence in accordance with TIME's DDM has been successfully completed; and
- (b) C&E clearance is obtained prior to the engagement, and where applicable, the business case for the appointment of an agent or intermediary submitted and approved by Management must be sighted by the C&E Officer.

#### 1.6.1.2 Conditions of Engagement

The following must be adhered to before the use of an agent or intermediary is permitted.

- (a) the business case for the appointment of an agent or intermediary submitted and approved by management must be sighted by the C&E Officer, or its tabling shall involve the participation of the C&E Officer;
- (b) the appointment of an agent or intermediary shall be for a specific purpose and for a specified period, and may be subject to annual review. In any event of the appointment of agent/intermediary, each contract term shall not be signed for a period of more than 3 years;
- (c) the C&E Officer undertakes a due diligence of the agent or intermediary and on completion of the due diligence, the C&E Officer submits to the Audit Committee the findings and his / her recommendation (only applicable for intermediaries/agents other than Dealers or Value-Added Partners of TIME);
- (d) if the C&E Officer recommends that the agent or intermediary be engaged, a proper binding agreement is to be executed between the parties, containing terms which expressly prohibits bribery or corrupt conduct and other safeguards and requirements as to protect TIME Group against any allegation or action relating to improper conduct.

## 1.7 Payment of Fee or Commission to a Third Party

### 1.7.1 Payment of Fee or Commission to a Third Party

#### 1.7.1.1 General Rule

If a Corporate Personnel receives a request from an officer or employee of a Customer or potential Customer, for either payment of a fee or commission to a third party if the contract is awarded to TIME Group or the appointment of a third party as TIME Group's reseller and to flow the contract if the contract is awarded to TIME Group through such reseller, such arrangements and such fee or commission payments are PROHIBITED unless:

- (a) due diligence in accordance with TIME's DDM has been successfully completed; and
- (b) clearance from the Management and C&E must be obtained before any payment may be made to such third party.

#### 1.7.1.2 Conditions

Such arrangements or payments may be permitted if:

- (a) the request is in writing and signed by the Corporate Personnel making the request;
- (b) the request is submitted to the C&E Officer by the Corporate Personnel within five (5) working days from it being made;
- (c) the C&E Officer undertakes and completes a due diligence exercise on the recipients to determine its genuineness and propriety;
- (d) the C&E Officer informs the Chair of the Audit Committee of the request, the recommendation of the C&E Officer and the Chair has no objections; and
- (e) the arrangement is properly documented and the terms of which are sanctioned by the C&E Officer.

## 1.8 Mergers, Acquisitions and Investments

### 1.8.1 Mergers, Acquisitions and Investments

#### 1.8.1.1 General Rule

TIME Group invests, acquires, mergers and leverages on forms of investments to extend its reach to new businesses, geographical areas and countries. Such an exercise exposes TIME Group to the risk of potential fraud, bribery and corruption. Accordingly, prior to embarking on any mergers, acquisition, divestment or investment exercise (M&A), the respective TIME Group's Employee shall ensure:

- (a) due diligence in accordance with TIME's DDM has been successfully completed based on the risk level associated with each M&A Project. This due diligence will occur both before and, if necessary, after the completion of M&A Project; and
- (b) that the target company for merger, acquisition or investment has the equivalent of all applicable TIME Group's policies and procedures.

## 2.0 General Business Courtesies

### 2.1 General Rule

A general business courtesy involves offering to cover expenses such as gifts, meals, entertainment or travel ("GMET") for a customer, supplier or a Government Official as part of building business relationships.

TIME Group generally refrains from using such gestures to influence decisions both in offering and accepting GMET and expect the same from the External Stakeholders.

TIME Group respects cultural differences in various countries while staying true to our Policy by exercising proper care and judgement. TIME Group shall always be guided by the Mandatory Principles outlined below, before offering or accepting GMET.

These principles will even apply to situations where you pay for meals, entertainment or travel, or provide a gift for TIME Group's business purposes and do not intend to seek or claim reimbursement from TIME Group.

## 2.2 Mandatory Principles in Relation to GMET

Corporate Personnel and 3PP shall comply with the following mandatory principles for GMET:

- (a) **Compliance with Applicable Laws, regulations and policies.** You must comply with the letter and spirit of the applicable local laws (in particular laws relating to bribery and / or corruption) when offering or providing GMET. The same shall also apply to other ancillary regulations, policies and internal guidelines including DDM.
- (b) **Consistency.** The GMET must be consistent with the laws and regulations in both countries of the person extending the offer as well as of the country of the person receiving it.
- (c) **Business Purpose.** The GMET must be for a legitimate purpose, such as to promote, demonstrate or explain TIME Group's services, network, business or position.
- (d) **No Improper Influence.** Giving of GMET to a recipient MUST NOT place the recipient under any obligation or with the intent of compromising the recipient's objectivity in making a decision that affects TIME Group, the Counter-Party or yourself. The sole intent or purpose of the GMET shall be to build the business relationship within the normal standards of courtesy.
- (e) **Timing.** The GMET must not be given or received during periods that are deemed sensitive, such as before or after a tender is announced or during contract negotiations that may give the appearance of it being given or received to improperly influence the decision made to obtain, secure or retain a business opportunity.
- (f) **Made Openly & Socially Acceptable.** The GMET must be given or received in an open, transparent manner and in a business setting. It must also be socially acceptable i.e. other people (such as peers, competitors, or the press) would agree that the GMET is reasonable, and that it can be discussed without fear of possible reproach.
- (g) **Reasonable in Value.** The entire GMET must be reasonable in value and neither lavish nor excessive.
- (h) **Appropriate & Occasional.** The nature of the GMET must be appropriate to the business relationship and local custom, given or received occasionally according to local or industry standards and

not cause embarrassment by its disclosure.

- (i) **Accurately Recorded.** GMET payments must be accurately and appropriately documented with reasonable detail. All receipts and / or proper documentation for all GMET expenses made or received shall be submitted to the C&E Officer for record purposes. All submissions must contain complete description as to time, place, and type of GMET; name title, and business affiliation of customers, Counter-Party or other persons entertained; and the business purpose. All expenses incurred to provide the entertainments must also be properly kept, documented and recorded by the respective division/ department for audit purposes.
- (j) **Due Diligence successfully concluded.** Due diligence in accordance with TIME's DDM has been successfully completed; AND
- (k) **C&E clearance Is obtained.** C&E clearance is obtained PRIOR to the GMET transactions.

## 2.3 GMET RULES FOR SPECIFIC SITUATIONS

### 2.3.1 Giving GMET

#### 2.3.1.1 For 3<sup>rd</sup> Parties

Payment of GMET expenses for 3<sup>rd</sup> parties must adhere to the Mandatory Principles in Section 2.2 above and be reasonable.

For purchase of meals to customers, prior C&E clearance is NOT required unless the estimated cost is more than RM200 per person. However, those that does not require prior clearance will be subjected to audit at any point of time and you will be required to provide sufficient evidence and justification as required by the C&E Officer. If entertainment was provided in a place not normally conducive to a business discussion (theatre, sporting event, etc.), the requestor must show the date, time, duration, place, nature, and participants in the related business discussion preceding or following the entertainment.

If the 3<sup>rd</sup> Party recipient is a business partner, Customer (existing or prospective) or other 3PP, the additional requirement to be satisfied is that the business entertainment expense must meet either of the following two tests:

- (a) Either
  - (i) the business entertainment took place in a clear business setting, OR

- (ii) the main purpose of entertainment was the active conduct of business, AND you did engage in business with the person during the entertainment period; or
- (b) meal or entertainment was associated with TIME Group's business AND the business entertainment directly preceded or followed a substantial business discussion.

### 2.3.1.2 For Government Officials

You shall not pay or provide for any business entertainment or travel on TIME Group's behalf to a Government Official without first obtaining C&E Clearance. A request for C&E clearance must be submitted in advance through ABC Portal which is accessible within DWMS.

The limited circumstances are:

- (a) The Government Official is invited to and is visiting a location or premises of TIME Group or other business-related location of TIME Group (e.g. an exhibition booth at an international exhibition); or
- (b) the travel by the Government Official or entertainment is for a legitimate business purpose, such as a meeting to discuss regulatory issues or to demonstrate TIME Group's products or services;
- (c) the expenses are reasonable given the seniority of the Government Official; and
- (d) Where applicable, comply with the relevant government circulars (*Pekeliling Kerajaan*) which describe the applicability, limits and rules for travel of government officials.

Employees must complete and ensure ABC Form 3: Government Official Travel Acknowledgement (see Annexures) is signed by the Government Official in question, in advance of any commitment to pay for travel or accommodation expenses for the said Government Official. Travel cannot include side trips to non-business destinations and TIME Group will not cover the expenses of family, friends or anyone other than the named Government Official.

### 2.3.1.3 Gifts to Government Officials

Visiting Government Officials and bringing them a gift as a token of respect is permissible if the gift complies with the Mandatory Principles and is commensurate with the status and designation of such Government Official in his / her official capacity only.

### 2.3.1.4 Buying Meals for Government Officials

Buying meals for Government Officials is permitted if it complies with the Mandatory Principles, and the following additional criteria:

- (a) that the offer to buy is made by the Corporate Personnel first and not by the Government Official;
- (b) you and the recipient must be present throughout the period, and
- (c) the venue is appropriate, not too extravagant, shady or unusual for business to be conducted.

## 2.3.2 Receiving GMET

### 2.3.2.1 General Rule

Corporate Personnel shall be subject to the general rules set out in Section 5.0 of the Code of Conduct, as may be varied or supplemented herein. Any approved receipt of GMET, must be consistent with the Mandatory Principles above, and subject to the following additional requirements of the specific situations.

### 2.3.2.2 Travel & Accommodation Paid by 3PP or Customer

You may, subject to the prior successful outcome of due diligence in accordance with TIME's DDM and C&E Clearance, accept invitations to promotional or business events, where the organising entity or company (other than a member of the TIME Group) assumes reasonable transportation, lodging, and/or meal expenses. It will not be considered improper, if the purpose of the invitation is exclusively to present the organising entity's or company's products or services, and that the invitation is not individual, but rather addressed to its group of clients or potential clients.

If no clearance is given you must decline acceptance of the payment of the travel and accommodation offered.

Urgent or last-minute requests for clearance will not be entertained by the C&E Officer and will be declined.



### 2.3.2.3 Entertainment Paid by 3PP or Customer

You may receive reasonable form of entertainment such as attendance to sports events, theatre, concert, movie or some other corporate hospitality event, which is paid for by the 3PP or Customer, if and only if, it is in the normal course of business that can be seen to promote good business relationships and is a legitimate form of networking, and subject to you obtaining the C&E clearance beforehand.

If no clearance is given by the C&E Officer, you must respectfully decline the invitation.

### 2.3.2.4 Meals Paid by 3PP or Customer

Where the GMET is a meal or drinks and is paid by the 3PP or Customer, you (as the recipient) and the 3PP or Customer must be present throughout the period and the venue is appropriate, not too extravagant, shady or unusual for business to be conducted.

You must promptly report such engagements to the C&E Officer if the value of the meal received is more than RM200 per person, specifying the details of the value of the meals and drinks, the duration, the location and the purpose (i.e. why were you present).

## 3.0 Dealing with Suppliers and 3PP

### 3.1 Conduct

#### 3.1.1 Comply with all Laws

3PPs must comply with all laws within the countries where the 3PPs operate.

#### 3.1.2 Business Integrity

3PPs must act ethically, with integrity and honestly, transparently and in a trustworthy manner, in all their dealings with other persons on behalf of or with TIME Group.

### 3.1.3 Conflicts of Interest

Conflict of interest arises when an individual or a corporate entity has competing interests that could potentially compromise their objectivity, judgment or decision making and may lead to a perceived or actual bias in their actions. 3PPs must avoid being in any actual, perceived or potential conflict of interest with TIME Group. Such conflicts may arise in various circumstances including:

- (a) Conflict that are related to work;
- (b) Conflict can either be real or potential;
- (c) Conflict can either be internal (within TIME Group) or external (e.g. involving 3PP);
- (d) Conflict which covers various categories including family (involving relatives or close connections), financial conflicts or others; or
- (e) Direct or indirect conflict.

If the 3PP finds itself in such a position, the 3PP must disclose the actual, perceived or potential conflict of interest to the C&E Officer and provide such details as may be required.

3PPs must use the Conflict of Interest Declaration Form to declare any conflicts of interest. Conflicts of Interest for employees is described in the Code of Conduct Handbook and Conflict of Interest Policy. The Employees shall also take the necessary actions to immediately distance, recuse or remove himself/herself from the situation.

A record should be maintained of all real or potential conflicts received including:

- (a) the circumstances under which it occurred, and
- (b) the actions taken to overcome the conflicts and mitigate the risk.

### 3.1.4 Prohibition of Bribery & Corruption

3PPs must comply with this Policy and all applicable anti-bribery and anti-corruption laws and must have adequate policies and procedures in place to monitor compliance with such laws.

3PPs shall not commit any acts which may create the perception of corrupt conduct, whether directly or indirectly and irrespective of value, to PEPs, Government Officials, Corporate Personnel, potential or actual customers of TIME Group, in order to obtain or retain a business or advantage for TIME Group.

### 3.1.5 Business Courtesies

A general business courtesy is one where the personnel of the 3PPs offers to pay for a certain item or service for a Customer, supplier or a Government Official. Gifts and hospitality can be a normal and healthy part of building business relationships, but 3PPs should never offer or accept gifts, payments or hospitality to encourage or reward a decision. 3PPs are hereby expected to be aware of the various principles set out in this Policy and shall give due consideration and respect thereto before offering or giving any GMET relating to its dealings with TIME Group, or on behalf of TIME Group.

## 3.2 Obligations of 3PP

### 3.2.1 General Obligation

3PPs shall be responsible for the following: -

- (a) read, understand and adhere to this Policy;
- (b) read, understand and execute a declaration to conform to this Policy when engaging in business activities with TIME Group or on TIME Group's behalf, as may be required from time to time and in the manner prescribed;
- (c) comply with of all applicable ABC Laws and regulations at all times;
- (d) participate in any due diligence activities as prescribed by TIME Group;
- (e) Attend the relevant training on anti-bribery and anti-corruption made available by TIME Group;

- (f) ensure that any sub-contractors appointed are made aware of this Policy; and
- (g) carry out any business activities for and on behalf of TIME Group and TIME Group in a professional and ethical manner at all times.

It is your responsibility to immediately report any acts or suspected acts of bribery and other forms of corrupt or unethical practices by the 3PPs to the C&E Officer in accordance with the Whistleblowing Policy.

If you are in doubt, you should contact the C&E Officer who should be able to provide guidance and advice to you.

### 3.2.2 Effective Management

3PPs are to develop, maintain and implement policies consistent with this Section and maintain appropriate management systems and documentation to demonstrate compliance with this Policy, and must provide the means by which violations of this Policy can be confidentially reported.

### 3.2.3 Third-Party Due Diligence

Where a relationship with a 3PP is to be established with TIME Group, the following rules must be complied with:

- (a) prior to entering into a formalised relationship with the 3PP, appropriate due diligence in accordance with TIME Group's DDM must be performed by the relevant Employee responsible for engaging a third party for TIME Group to assess the integrity of the prospective business of the potential 3PP;
- (b) ensure that this ABC Policy is made aware to all External Stakeholders and 3PPs;
- (c) ensure that all External Stakeholders and 3PPs execute the Vendor Code of Conduct and any other documents as shall be prescribed by TIME Group prior to commencement of any business activities with TIME Group; and
- (d) TIME Group shall not enter into any business dealings with any Third Party which is reasonably suspected of engaging in bribery or improper business practices.

TIME Group performs on-going monitoring and manages the risk profile of existing 3PPs, by conducting the necessary key measures including:

- (a) *Know-Your-Counterparty (KYC) update requirement:* existing 3PPs (based on risks profile as determined by procurement function) are required to update their KYC information.
- (b) *Payment to corporate accounts only:* payments or advances are strictly prohibited from being made to personal accounts if the 3PP is a body corporate;
- (c) *Review and approval for advance payments:* any one-off advance payment to a 3PP made after the agreement is signed and before delivery of services or goods, must be reviewed and approved by the Management; and
- (d) *Red flag response:* Due diligence is required in the event of red flags or potential concerns arise during the term of the contract such as when there are changes to the beneficial owner or authorized person of the 3PP which may be associated with PEP; and any negative news or updates on the 3PP which may raise concerns on doing business with the 3PP.

### 3.3 Enforcement Provisions

Any non-compliance with this Section may result in the termination of the 3PPs business relationship with TIME Group including civil and criminal liabilities and other legal actions available under the laws.

#### 3.3.1 Reviews & Audits

TIME Group may at any time review or audit a 3PP's compliance with this Policy.

Where any review, audit or compliance audit is undertaken, the 3PP shall fully co-operate by providing information, documents, and access to staff, as TIME Group may reasonably require.

If after such a review or audit it is discovered that the 3PP is in breach of this Policy, TIME Group will take such action to discipline the 3PP, including terminating its engagement.

Any identified deficiencies must be corrected on a timely basis as directed by the C&E Officer at the 3PP's cost.

### 3.3.2 Failure to Attend Training

A 3PP must attend the necessary training conducted by TIME Group in respect of this Policy.

If a 3PP repeatedly fails, neglects and/or refuses to attend training conducted by TIME Group in respect of this Policy, TIME Group may issue a written warning informing the Counter-Party that if he does not attend the next training, TIME Group will terminate the contract with the 3PP, and the 3PP will be held liable for damages arising therefrom.

### 3.3.3 Becoming Aware

If the 3PP becomes aware of a reasonable risk of a breach of this Policy (whether by Corporate Personnel or other 3PPs), the 3PP must notify the C&E Officer as soon as practicable.

## 4 OPERATIONAL MATTERS

### 4.1 Control Measures

#### 4.1.1 Due Diligence

##### 4.1.1.1 Principles & Approach

Prior to establishing any formalized relationship or renewing an existing relationship with a third party, due diligence process must be conducted in accordance with DDM to evaluate the potential bribery risk associated with a specific situation. This assessment will aid in making an informed decision on whether to proceed, postpone, or discontinue the relationship with the third party. In the event of any red flag (i.e. suspicious factors) involving bribery or corruption or those specified in DDM is identified, it must be escalated to the C&E Office for further assessment.

Corporate Personnel are prohibited from entering into any transactions or dealings with External Stakeholders or third parties, until all identified red flags and risks encompassing financial, legal, corruption and reputational aspects, affecting TIME Group have been effectively mitigated and resolved.

The C&E Officer is responsible in designing, overseeing and advising on the implementation of due diligence process including developing and updating the DDM and other relevant guidelines and process. Employee responsible for engaging a third party for TIME Group is accountable for

managing the bribery and corruption risk including implementing, executing and maintaining detailed records of the due diligence process as well as establishing Internal policies and procedures to ensure compliance.

#### 4.1.1.2 3PP Due Diligence

The due diligence procedures implemented on 3PPs should be consistent across similar bribery risk levels. 3PPs flagged in TIME Group's risk assessment reports will require higher due diligence applied to them.

Employee responsible in managing 3PPs including the procurement function must follow the following procedures when dealing with 3PPs:

- (a) perform a risk assessment using a risk-based approach;
- (b) undertake due diligence on the 3PP depending on the risk level;
- (c) preparing and maintaining appropriate written documentation of the due diligence and risk assessment performed; and
- (d) escalate the presence of any red flags immediately to C&E Officer in accordance with DDM and the rules as outlined In Sections 3.2.3 and 4.1.1.1 above.

#### 4.1.1.3 Corporate Personnel in Certain Position

The due diligence process on prospective Corporate Personnel is conducted by People Division based on their proposed functions and corresponding bribery risk.

If the results indicate an unacceptable risk level, the relationship is terminated. If risk is acceptable, People Division shall identify and implement mitigating controls to further reduce the risk level and proceed with its standard procedures.

For existing Corporate Personnel eligible for promotion or transfer and based on established criteria sets by People, due diligence check will be carried out by People Division in accordance with People policies. All information is documented and retained.

The due diligence requirement for prospective and existing Corporate Personnel include;

- (a) deliberation of TIME's ABMS during interview or onboarding;
- (b) verification on qualifications and references;

- (a) validation of any past conviction for bribery / fraud / corruption;
- (b) the appointment is not done in return for past or future help;  
and
- (c) relationship with public officials.

#### 4.1.1.4 M&A and Special Projects

Depending on the outcome of the due diligence and risk level of the M&A and Special Project transactions, the project working committee will decide whether to continue or terminate the relationship with the target entity.

- (a) The project lead will document the action taken, continue with the project and retain documented information that describes:
  - (i) the due diligence check carried out;
  - (ii) any action taken as a result of the check; and
  - (iii) the monitoring actions to be taken.

For more information on due diligence checklist and requirement for M&A and Special Projects, please refer to TIME Group's DDM.

- (b) For specific transactions, projects and activities, the due diligence requirement includes the following:
  - (a) examine its structure, nature and complexity;
  - (b) assess the financing / payment arrangements;
  - (c) evaluate the scope of engagement and available resources available;
  - (d) investigate the involvement of the third parties and any connections to public officials;
  - (e) appraise the competency of the parties involved; and
  - (f) consider industry / press reports.



#### 4.1.1.5 General Due Diligence Requirement and Scope

- (a) Whenever this Policy refers to the need to undertake prior due diligence, the key considerations and principles to be applied when conducting due diligence include the following:
  - (i) extent and scope of the due diligence must be reasonable and proportionate;
  - (ii) understand the type of entity that we are dealing with and/or the activity to be undertaken;
  - (iii) understand the activities and assessing the risk of corruption or fraud;
  - (iv) details of other personal and business relationships the party has or may have with TIME, any Corporate Personnel, any Customer or any 3PP;
  - (v) local market reputation through review of media or public sources available;
  - (vi) an interview with the relevant personnel where appropriate;
  - (vii) bankruptcy and/or liquidation, litigation searches from public records; and
  - (viii) the amount and type of information to be obtained, and the extent to which this information is verified, should increase when the corruption risk associated with the relationship is higher.

The C&E Officer may determine additional criteria to address specific risk areas from time to time.

#### 4.1.1.6 Report

Upon completion of the due diligence, the C&E Officer shall provide his/her assessment of the suitability of such activity to be undertaken (i.e provision of donation/contribution, providing clearance to a GMET request, or engagement of third parties to act on behalf or in favour of TIME Group as a result from red flags escalation), together with a summary of the final due diligence report. The final due diligence report shall be made available if requested.

#### 4.1.1.7 Records

Records of all due diligence and the final due diligence report shall be maintained for an appropriate period of time and in accordance with DDM.

#### 4.1.1.8 Frequency

Due diligence may be undertaken periodically to determine if the corruption risk associated with the relationship has increased or decreased. How often and the extent that this is done is to be determined by the C&E Officer.

## 4.2 Systemic Review & Monitoring

### 4.2.1 Periodic Review of Policy

#### 4.2.1.1 Objectives

Reviews are to be undertaken to assess the performance, effectiveness and efficiency of this Policy, and to determine what improvements are to be introduced.

#### 4.2.1.2 Frequency

Reviews are to be done not less than every eighteen (18) months. However, the first review will be done on the first anniversary of the implementation of this Policy.

#### 4.2.1.3 By Whom

Three (3) parties may conduct such a review:

- (a) the C&E Officer, who may engage external advisors to assist;
- (b) the Internal Audit Department; or
- (c) an independent expert engaged by the Audit Committee.

#### 4.2.1.4 Conclusion of Review

A review report is to be submitted to the Audit Committee within thirty (30) days after completion, together with proposed changes to the Policy (if any).

The detailed changes to be made to the Policy, will be prepared by the C&E Officer, and must first be approved by the Audit Committee, and then by the Board of Directors before being published.

## 4.2.2 Monitoring of Compliance with Policy

### 4.2.2.1 Compliance Audit

The purpose of compliance audits is a form of monitoring of Corporate Personnel's or 3PP's performance in relation to the matters set out in this Policy, their understanding of the Policy and their adherence to the processes and practices that are specified or directed. The results shall be presented to the Audit Committee together with any recommendation in relation thereto by the person carrying out such audit.

### 4.2.2.2 Types

There are two (2) types of compliance audits:

- (a) surprise checks, which will be undertaken periodically by the C&E Officer; and
- (b) compliance audits which will be undertaken periodically by Internal Audit, without reference to the C&E Officer.

### 4.2.2.3 Frequency

Compliance audits may be undertaken as frequently as considered necessary and appropriate taking into consideration the degree of corruption risks and risk of non-compliance.

## 4.3 Reporting

### 4.3.1 Incident Reporting

It is the responsibility of all Corporate Personnel or officers of 3PP or Customer to immediately report any acts or suspected acts of bribery and other forms of corruption to the C&E Officer. Attempts or abetment of such acts may also be reported to the C&E Officer.

All incidents, howsoever arising, must be documented in accordance with ABC Form 1: Incident Report (see Annexure). This form is also digitally available in the ABC Portal which is accessible within DWMS.

All documentation must be submitted to and for review by the C&E Officer. If incidents are reported via TIME Group's whistleblowing channel, the Internal Audit Department is to complete the Incident Report form via ABC Portal for submission to C&E Officer, and identify that it is made pursuant to the whistleblowing channel. The C&E Officer will assign a reference ID to each incident report received and acknowledge the receipt of the compliant.

Any person who has information or evidence of a breach of this Policy by Corporate Personnel, Customer or 3PP may avail themselves of TIME Group's prevailing Whistleblowing Policy which is available at TIME's Corporate Website and PEOPLE Policies (under PEOPLE Portal found in TIME Group's Intranet).

All official complaints will be kept confidential and no disclosure will be made to any other person within TIME Group save for the Audit Committee. For further information, please refer to TIME Group's Whistleblowing Policy at <https://www.time.com.my/wp-content/uploads/pdf/general/20221124-v.07-TIME-Group-Principles-Whistleblowing.pdf>.

## 4.4 Investigations

Any incident reported under this Policy, will be submitted to the Internal Audit Department for investigation and such incident will be thoroughly investigated and may result in appropriate disciplinary or other measures against the guilty party.

TIME Group will also not hesitate to report or escalate to an appropriate higher enforcement authority any actual or potential acts of corruption.

### 4.4.1 Commencement of Investigations

All investigations shall be undertaken by the investigation unit of the Internal Audit Department either on:

- (a) his/her own motion (due to becoming aware of the existence of a situation that warrants an investigation);
- (b) instruction from the Audit Committee or Board of Directors;
- (c) a referral by the Head of Internal Audit, as confirmed by the Chairman of the Audit Committee;

- (d) an Incident Report form being received through ABC Portal; or
- (e) an incident reported via TIME Group's whistle blowing channel.

All investigations will be done confidentially, and all complaints lodged via whistleblowing channel will be investigated independently by the investigation unit of Internal Audit Department. The C&E Officer shall record all complaints lodged and the Internal Audit Department shall open an investigation file and assign the file an investigation reference number.

#### 4.4.2 Use of External Personnel

The C&E Officer or Internal Audit Department may engage the services of external counsel, forensic accountants or private investigators as part of the investigation process.

#### 4.4.3 Evidence Gathering

The investigation unit of Internal Audit Department may conduct confidential interviews with individuals in furtherance of any investigation. All documents, information or data relevant to the investigation, whether in the equipment belonging to TIME Group or the individual concerned is to be made available to the investigation unit. The investigation unit may take copies of the same, and date/time stamp the copies.

Corporate Personnel who fail to cooperate with such evidence gathering shall be liable to be dismissed, and employees of 3PPs or Customers who similarly fail, will cause the arrangement with the 3PPs or Customers to be terminated.

#### 4.4.4 Completing an Investigation

Upon completion of an investigation, the C&E Officer will endorse Investigation Reports related to bribery or corruption prior to submission of the Investigation Report by the Investigation Unit to the Chair of the Audit Committee.

After deliberation by the Audit Committee, the Chair shall notify in writing the committee's decision to the C&E Officer and Investigation Unit. The C&E Officer is to communicate this decision to the relevant Corporate Personnel, their division heads and Head of People division.

## 4.5 Corruption Risk Assessment

A CRA is intended to identify weaknesses within TIME Group's systems, processes or practices which may present opportunities for corruption to occur. It focuses on the potential for corruption, rather than the perception, existence or extent of corruption.

CRAs is an evaluation of the likelihood of corruption occurring and/or its impact should it occur.

### 4.5.1 Frequency of CRAs

CRA may be done:

- (a) periodically but not less than once every three (3) years;
- (b) when there is a change to applicable laws or regulations;
- (c) when circumstances of TIME Group's business change; or
- (d) as and when determined by either the Audit Committee or the C&E Officer as necessary. If the Audit Committee decides to undertake a CRA, it shall notify the C&E Officer accordingly, and vice versa.

### 4.5.2 CRA Report & Actions

- (a) All CRA Reports are to be completed within ninety (90) days from commencement.
- (b) On submission of the CRA Report, the Audit Committee is to deliberate and advise the C&E Officer, on the steps or actions to be taken to remedy any weaknesses identified or strengthen existing processes or governance frameworks
- (c) The C&E Officer shall as soon as practicable, implement such steps and actions.

## 4.6 Training

### 4.6.1 Mandatory and Periodic Training

Every Corporate Personnel and 3PP shall be required to attend training in relation to this Policy at such time, frequency, format and conditions as may be determined by TIME Group.

#### 4.6.2 3PP On-Boarding & Refresher Training

All new 3PPs must undergo an on-boarding to the Policy to be conducted by TIME Group and thereafter a refresher training at least once every eighteen (18) months.

#### 4.6.3 Failure to Attend Training

Failure to attend training shall result in disciplinary action including but not limited to suspension, termination or cessation of contracts.

#### 4.7 Records & Documentation

These documents or records are controlled to ensure they are readily available when required and are adequately protected. Documentation or records submitted or published under this Policy may be in hard copy or electronic versions, or in a format or system that preserves or ensures the integrity of the information.

#### 4.8 Risk Register

A corruption risk register is to be developed and maintained by the C&E Officer. The corruption risk register will identify the business activities that are exposed to corruption risk, the location of those business activities, the local business conditions and customs, the corruption risk inherent in those activities, the estimate of the likelihood of the occurrence and the impact on TIME Group.

#### 4.9 Compliance Office

A Compliance Office is established under this Policy for the purposes of carrying out and administering the full compliance of the Policy and shall be responsible for the establishment of any guidelines, or operating procedures relating processing of applications, risk assessments, investigations, record keeping and/or other activities contemplated hereunder.

To safeguard its effectiveness, the Compliance Office will function independently by reporting directly to the Board Audit Committee on matters concerning anti-bribery and corruption including this Policy, with administrative reporting to the Executive Director.

## 5 EFFECT OF NON-COMPLIANCE

### 5.1 General Effect of Non-Compliance

If you fail, neglect or refuse to comply with this Policy and any applicable ABC Laws and regulations, such failure, neglect or refusal will be deemed tantamount to a breach of this Policy, and you may be dismissed from employment forthwith. If you are a 3PP, your engagement with TIME Group will be terminated and no compensation will be payable. If you are a Customer, your agreement with TIME Group will be terminated and no compensation will be payable. Violating ABC policy may also lead to legal actions, investigations, and potential prosecution which consequently involve fines, penalties, or even imprisonment, depending on the severity of the non-compliance.

A lack of understanding of the Policy will not be an excuse for violating the Policy and neither is acting on instructions from your superior, head of department or any Director.

### 5.2 Effect of Failure to Comply Despite Advisory

If the Corporate Personnel does not comply with the formal advice given by the C&E Officer, regardless of whether the Corporate Personnel has a different opinion or does not agree with the advice of the C&E Officer, the Corporate Personnel shall be deemed to be in breach of this Policy.

In such circumstances, the Corporate Personnel may be subject to appropriate disciplinary proceedings and may be subject to such penalties as may be specified in the Employment Handbook.

### 5.3 Outcome of Investigation

If after an investigation is completed and it is reasonably believed that there is sufficient evidence of non-compliance with the Policy, the C&E Officer shall notify the Head of People division that the appropriate action should be taken against the applicable Corporate Personnel.

### 5.4 Penalty for Illicit Financial Gain

Should you be found guilty of breaching this Policy and any other ABC Laws and regulations, any financial benefit that was granted or paid by TIME Group to you (other than salary payments) are to be fully repaid or returned to TIME Group.



APPENDIX A  
DECLARATION OF COMPLIANCE  
(acknowledgment and acceptance of this ABC Policy)

I hereby certify that I have received the Anti-Bribery and Corruption Policy and hereby acknowledge that I have read, understood and agree to comply with this Anti-Bribery and Corruption Policy.

I understand that compliance with this Policy is a condition of my continued employment at/business relationship with TIME Group.

I have not violated the provisions of this Policy and am not aware of any violations to the Policy as the date hereof, and in the event that there are any violations whatsoever, that it may lead to disciplinary action up to and including termination of my employment/business relationship with TIME Group.

Name:

Signature:

Date:

Designation:

Department:

ANNEXURES

ABC FORM 1: INCIDENT REPORT

INCIDENT REPORT

Reference Number:  
Date of Submission:

Incident reported by (Full Name and Telephone No.): \_\_\_\_\_  
\_\_\_\_\_

Incident reported using TIME's Whistleblowing Channel

Incident has not happened yet

Incident has already happened

Nature of Incident:

Incident Type: \_\_\_\_\_

Time and Date of Incident: \_\_\_\_\_

Time and Date Incident was detected: \_\_\_\_\_

Location of Incident: \_\_\_\_\_

Specific area of location (if applicable): \_\_\_\_\_

Description of Incident: *(Describe in your own words)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Persons Involved: *(Identify the name of the persons that are involved)*

\_\_\_\_\_  
\_\_\_\_\_

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Acknowledged Receipt by TIME Group C&E Officer

Name:

Date:

ABC FORM 2: CONTRIBUTIONS OR DONATIONS

Request for C&E Clearance – Payments of Contributions or Donations

Date of Submission:

Reference No:

Requested By

Name:

Designation:

Department / Division:

Description of Contribution or Donation:

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Reason for Contribution or Payment: *(Please state the reasons for the payment. If there are supporting documents e.g. a letter of request from the charity or party requesting the sponsorship, please attach the same.)*

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Frequency:  Once  Repeated (example: monthly / yearly): \_\_\_\_\_

If Monetary, kindly include the following details:

Payment to [Name of Charitable organisation]:

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Payment Amount:

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Payment Details:

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<p>Approved By:</p>  <hr/> <p>Name: Designation: Date:</p>	<p>Acknowledged Receipt by TIME Group C&amp;E Officer:</p>  <hr/> <p>Name: Date</p>
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## ABC FORM 3: GOVERNMENT OFFICER TRAVEL ACKNOWLEDGEMENT FORM

### GOVERNMENT OFFICER TRAVEL ACKNOWLEDGEMENT FORM

Date:

To: TIME dotCom Berhad

*[From: (Name and Designation of Government Officer)]*

*[Address]*

*[Address]*

*[Address]*

#### DETAILS OF GOVERNMENT OFFICER TRAVEL:

Purpose of Travel/Name of event:	
Location:	
Period of Travel (date of departure till date of arrival at base):	
Mode of Travel:	
Accommodation Provided by TIME Group?	Yes/No
Government Officer Travel Approval by: *Kindly provide documentary evidence of approval as attachment to this Form	(name and designation of Government Officer's approving authority)

I, the abovenamed Government Officer, hereby confirm that I have received the approval as detailed above, to accept the travel arrangements by TIME dotCom Berhad for the above purposes.

Government Officer:  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Name: Date:	Acknowledged Receipt by TIME Group C&E Officer:  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Name: Date:
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ABC FORM 4: FORM OF C&E CLEARANCE

Clearance by C&E Officer

Date:

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Re: (Name of action C&E Clearance is requested and Reference Number)

I refer to the above and have reviewed the supporting documentation and information submitted in relation thereto and I have no objection to the request.

Kindly be reminded that this Clearance is restricted only to the action stated above and is not to be interpreted as a general approval for other related or similar activities.

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(Signature) (C&E Officer)

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Acknowledge Receipt: (Name & Designation of requestor, date of receipt)



# ABC FORM 5: VENDOR'S CONFLICT OF INTEREST DECLARATION FORM

TIME Group (“TIME”) operates a procurement process which is fair, transparent and able to withstand probity. In view of this, TIME requires that anyone nominated to participate in its procurement processes declares any potential conflict of interest and maintains strictest confidence. Anyone who does not sign this form will not be permitted to participate in any part of TIME procurement process. This Conflict of Interest Declaration Form shall be mandatory to be completed (additional pages can be added where necessary), signed by your authorised representative and returned to TIME Group.

Vendor Information (“Vendor Company”):

Company Name:

Company Registration Number:

Company Address:

Representative Name and Designation:

Contact Number and Email:

I/We understand that a conflict of interest (COI) may arise where my/our private interests influence, or may be seen to influence my/our actions. In applying vendor registration, I/We affirm (please check/tick the applicable boxes) that, except as set out below.

- I/We understand my/our obligations to declare any conflict of interest to TIME;
- I/We do not have any professional, personal or family allegiance, bias, inclination, obligation or loyalty to TIME, its affiliates or any of its personnel;
- I/We do not have any financial interest in TIME, its subsidiaries or affiliates, nor to the best of my/our knowledge do any of my relatives;
- I/We do not have any former TIME’s employee who currently hold any position as directors, shareholders or works in the Vendor Company;
- If a conflict of interest arises during my/our involvement with the assessment, I/We will forthwith declare it to TIME in writing.

I/We hereby declare that:

- I/We have no actual, potential or perceived conflict of interest.
- I/We have conflict of interest (please complete the details below)

Name	Relationship	Position	Describe the circumstances giving rise to the conflict of interest

(\*please use a fresh sheet of A4 sized paper specifying the details required based on the above formatting if there is insufficient space\*)

- (a) he/she has obtained from the relevant authority within the Vendor Company, the proper mandate and authority to disclose, declare or provide such information on its/their behalf;
- (b) the information provided and declaration made above are to his/her knowledge, correct and accurate; and
- (c) that he/she fully understand that, if TIME concludes that the declarations made are false or materially misleading, he/she understands that any failure to accurately declare detrimental

information required herein, may lead to the Vendor Company disqualification, rejection and/or termination of the procurement process, and is a valid ground for TIME to terminate any existing contracts with me, the Vendor Company and/or the Vendor's affiliate company(ies).

For and on behalf of (INSERT VENDOR COMPANY NAME)

Signed by the authorized representative of the Vendor Company:

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Vendor Company Name:

Designation:

Date:

Company Stamp:

**\*\*End of Document \*\***