



ANTI CORRUPTION POLICY



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1. ABBREVIATION

The policy	Anti-Corruption Policy
Avisena	Avisena Group/ Avisena Holdings Sdn Bhd, its subsidiaries and controlled companies
MACC	Malaysian Anti-Corruption Commission
MACCA	Malaysian Anti-Corruption Commission Act 2009
BOD	Board of Directors, Avisena Holdings Sdn Bhd
Employees/You	Any person who is in the employment of Avisena including not limited to executive and non-executive and individual working for Avisena.
Premises	All Avisena Holdings Sdn Bhd's building and compound

2. POLICY STATEMENT

Avisena is committed to do the prevention, deterrence and detection of fraud, bribery and all other corrupt business practices. It is the Avisena's policy to conduct all of its business activities professionally with honesty, integrity and at the highest possible ethical standards and vigorously enforce its business practices, wherever it operates of not engaging in corruption. Compliance to the Policy is mandatory and will be monitored with a principle based approach.

3. INTRODUCTION

The Anti-Corruption Policy ("the Policy") has been developed to align with the requirements set out in the MACC ACT 2009, Amendment Act 2018 as well as Malaysian Penal Code (revised in 1997) and its amendments. Having a clear and unambiguous policy statement on the Avisena's position regarding bribery and corruption forms the cornerstone of an effective integrity management system. This policy should thus be read in conjunction with the Avisena's various policies & guidelines.

If any person has any doubt about the scope of applicable law or group policies concerning the fight against bribery and corruption, the person should contact Legal Affairs Department immediately.

"ALWAYS ASK WHENEVER IN DOUBT"

Engaging in bribery or corrupt practice can have severe consequences for you and Avisena. You may face dismissal, fines, imprisonment and Avisena may face damage reputation, financial loss and disbarment from business and other negative consequences.



4. DEFINITION OF TERMS

The following definitions are included in this policy.

No	Items	Definition
i.	Corruption	<p>The Transparency International definition of corruption is ‘the abuse of entrusted power for personal gain.’ For the purpose of this policy, corruption, is defined primarily as any action which would be considered as an offence of giving or receiving ‘gratification’ under the Malaysian Anti-Corruption Commission Act 2009 (MACCA) (‘Bribery’ as defined below).</p> <p>In addition, corruption may also include acts of extortion, collusion, breach of trust, abuse of power, trading under influence, embezzlement, fraud or money laundering.</p>
ii.	Bribery	<p>Bribery is defined as any action which would be considered as an offence of giving or receiving ‘gratification’ under MACCA. In practice, this means offering, giving, receiving or soliciting something of value in an attempt to illicitly influence the decisions or actions of a person a position of trust within an organisation.</p> <p>Bribery may be ‘outbound’, where someone acting on behalf of the Avisena attempts to influence the actions of someone external, such as a Government official or client decision-maker.</p> <p>It may also be ‘inbound’, where an external party is attempting to influence someone within the Avisena such as a decision-maker or someone with access to confidential information. Bribery and corruption are closely related. However, corruption has a wider remit. See ‘Corruption’ definition above.</p>
iii.	Gratification	<p>Gratification as per Section 3, MACC Act 2009 (amendment 2018) is defined as:</p> <ol style="list-style-type: none"> a. Money, donation, gifts, loan fee, reward, valuable security, property or interest in the property (being the property of any description whether moveable or immoveable), financial benefit or any other similar advantage; b. Any office, dignity, employment, contract of employment or services and agreement, 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;



No	Items	Definition
		<p>e. Any forbearance to demand any money or money's worth or valuable thing.</p> <p>f. Any other services or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of 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</p> <p>Any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the proceeding paragraph (a) to (f).</p>
iv.	Business Associate	An external party with whom the organisation has, or plans to establish, some form of business relationship. This primarily include Counterparties and Business Partners i.e. clients, customers, joint ventures, joint venture partners, consortium partners, outsourcing providers, contractors, consultants, subcontractors, suppliers, vendors, advisers, agents, distributors, representatives, intermediaries and investors (ISO 37001 definition).
v.	Conflict of interest	When a person's own interests either influence, have the potential to influence, or are perceived to influence their decision making of the Avisena
vi.	Directors & Employees	<p>Directors include all independent and non-independent directors, executive and non-executive directors of the Avisena and shall also include alternate or substitute directors.</p> <p>All individuals directly contracted to the Avisena on an employment basis, including permanent and temporary employees and Directors.</p>
vii.	Corporate Gift	Something given from one organisation to another, with the appointed representatives of each organisation giving and accepting the gift. Corporate gifts may also be promotional items given out equally to the general public at events, trade shows and exhibitions as a part of building the company's brand. The gifts are given transparently and openly, with the implicit or explicit approval of all parties involved. Corporate gifts normally bear the company name and logo and are of nominal value. Examples of corporate gifts include items such as diaries, table calendars, pens, notepads, plaques, and festive gifts such as hampers, oranges and dates.
viii.	Personal Gift	Something given from one individual to another, with the intention of creating or enhancing a personal relationship.



No	Items	Definition
		The gifts are given in a private setting, without the knowledge or approval of the company management of one or both parties. Personal gifts may include cash, cash equivalents such as credit cards, bitcoin or savings accounts, electronic items, watches, luxury pens, property, vehicles, free fares, shares, interest free loans, lottery tickets, travel facilities, entertainment, services, club memberships, any forms of discount or commission, jewelries, decorations, souvenirs, vouchers or any other valuable items
ix.	Exposed Position	A staff position identified as vulnerable to bribery through a risk assessment. Such positions may include but is not limited to any role involving procurement or contract management; financial approvals; human resource; relations with government officials or government departments; sales; positions where negotiation with an external party is required; or other positions which the company has identified as vulnerable to bribery
x.	Facilitation payment	A payment or other provision made personally to an individual in control of a process or decision. It is given to secure or expedite a routine or administrative duty or function.
xi.	Donations and Sponsorship	Charitable contributions and sponsorship payment made to support the community.

5. OBJECTIVE

The principal objectives of this policy are:

1. To foster the growth of a business environment that is free from corruption.
2. To set out the responsibilities of all (Directors and Employees) in observing and upholding Avisena's "***zero tolerance***" position on corruption.
3. To provide information and guidance to all (Directors and Employees) on standard of behaviour to which they need adhere to and have to recognize as well as deal with bribes and corruption.
4. To ensure that Avisena has adequate procedures in place to prevent and detect bribery and corruption.

To protect Avisena against the possible penalties and repercussions resulting from acts of bribery and corruption.



6. SCOPE/APPLICABILITY

This Anti-Corruption Policy (this Policy) applies to all employees and individuals working for Avisena and its subsidiaries at all levels and grades, including members of the Board of Directors (collectively referred to as Employees or You in this Policy), consultants, contractors, trainees, seconded staff, casual workers, volunteers, intern, agents any other person associated with Avisena.

Corruption is a serious offence and can result in the imposition of severe fines and/or custodial sentences (imprisonment) and severe reputational damage.

7. GUIDANCE ON COMMON FORM OF CORRUPTION AND BRIBERY

a) Gifts, and Hospitality

- i. A gift comprises of cash money, free fares, shares, lottery tickets, travelling facilities, entertainment expenses, services, club membership, any form of commission, hampers, jewellery, decorative items and any item of high value.
- ii. Avisena adopted a No Gift Policy whereby subject to only narrow exceptions.
- iii. Avisena Directors, employees, consultants and agents action on behalf of Avisena and their family members are prohibited from directly or indirectly receiving or providing gift as guided by the No Gift Policy.
- iv. Where possible, Employees should avoid from offering and/or accepting gift and hospitality from government officials.

b) Facilitation payments to Officer of Public Body

- i. Avisena adopts a strict stance that disallows facilitation payments; prohibits making and accepting, facilitation payments or kickbacks of any kind. The reason underlying this prohibition is that facilitation payment is seen as a form of bribery or corruption.
- ii. Employees are expected to notify their immediate superior when encountered with any requests for a facilitation payment. In addition, if a payment has been made and Employees are unsure of the nature, their immediate superior must be immediately notified and consulted. They must also ensure that the payment has been recorded transparently
- iii. Any request for facilitation for a facilitation payment must be rejected and reported in accordance with the Whistleblowing Policy.



c) Third Parties & agencies

- i. Third party means any individual or organization which the employees comes into contact during the course of their work for or with the company and it include but not limited to existing and potential customers, suppliers, vendors, consultants, advisers, agents, brokers and distributors.
- ii. All Avisena's dealings with third parties must be carried out in compliance with all relevant laws and consistent with this policy.
- iii. Avisena expects that all third parties acting for and on its behalf to adhere this Policy as their conducts and actions may implicate and tarnish Avisena's reputation. Thus, in situation where we engage third parties such as contractors, agents, intermediaries, representatives, joint venture partners, we will be obligated to conduct appropriate due diligence on these third parties. This to ensure that we are dealing with third parties that subscribe to Avisena values and ethical conduct.
- iv. To further ensure that Avisena does business with third parties that share our standards of integrity, we must do the following:
 - Conduct due diligence to assess the integrity of the third parties.
 - Do not enter into business dealings with any third party that is suspected of engaging in bribery and improper business practices unless those suspicions are investigated and resolved.
 - All third parties must be made aware of Avisena Corruption Policy, Whistleblowing Policy and our expectations of them.
 - To periodically monitor third party performance and business practices.
- v. Prior to the engagement or commencement of any business or professional relationship, all third parties must sign a Declaration Form (**refer to Appendix A**)

d) Political Contribution

Avisena does not make or offer monetary or in-kind political parties, political party officials or candidates for political office.

A 'public or government official' includes, without limitation, candidates for public office, officials of any political party, and officials of state-owned enterprises other than Avisena.

This policy prohibits Directors and Employees from;

- i. patronising and paying for non-business travel and hospitality for any government official or his/her family/household members;
- ii. contributing in terms of financial or in-kind to political parties, politicians and related institution in any country;



- iii. paying or use of the corporate asset, directly or indirectly to any person, business, political organization or public official;
- iv. contributing on behalf of Avisena, using any of Avisena resources to assist a candidate or elected official in any campaign or coerce or direct another employee to vote a certain way; and
- v. Attempting to offer any incentives to public officials in the hopes of influencing the decision of that individual.

e) **Charitable Contribution**

As part our commitment to corporate social responsibility and sustainable development, as a general matter, Avisena provides such assistance in appropriate circumstances and in appropriate manner. However, such request must be carefully examined legitimacy and not be made to improperly influence a business outcome.

Employees must ensure that all sponsorships and donations are not subterfuge for bribery.

All sponsorship and donations must comply with the followings:

- i. Ensure such contributions are allowed by applicable laws.
- ii. Obtain all the necessary internal and external authorisations.
- iii. Be accurately stated in the company's accounting books and records.
- iv. Not to be used as means to cover up an undue payment or bribery.
- v. All documents pertaining to the donation, contribution and sponsorship must be recorded and such records must be made available for auditing purposes.

f) **Money Laundering**

Money laundering occurs when the criminal origin or nature of money or assets is hidden in legitimate business dealing or when legitimate funds are used to support criminal activities, including financing terrorism.

Avisena strongly objects to practices related to money laundering, including dealing in the proceeds of criminal activities.



8. COMPLIANCE TO THE LAW

- a) Avisena regards bribery and corruption as a serious matter. Non-compliance may lead to disciplinary action, up to and including termination of employment. Further legal action may also be taken in the event that the Avisena's interests have been harmed as a result of non-compliance.
- b) Avisena shall notify the relevant regulatory authority if any identified bribery or corruption incidents have been proven beyond reasonable doubt.
- c) Where notification to the relevant regulatory authorities have been done, the Group shall provide full co-operation to the said regulatory authorities, including further action that such regulatory authority may decide to take against convicted Employees.
- d) Risk Management department shall conduct regular validation to ensure compliance to this Policy.
- e) Non-compliance identified by the validation or identified through other risk assessments undertaken shall be reported to the Board Audit & Risk Committee.

9. RECORD KEEPING

- a) Employees must ensure all expenses claims related to hospitality, gifts or expenses incurred to third parties are submitted in accordance with Finance Policies & Procedures and specifically record the reason for the expenditure.
- b) All account and invoices, memorandum, other documents and records relating to dealings with third parties should be maintained with strict accuracy and completeness. No account will be kept "off-book" to facilitate or conceal improper payments and effective monitoring and auditing mechanisms must be established accordingly.
- c) Employees must follow all the procedures laid out in other policies (available in Avisena intranet Portal) which help in anti-corruption due diligence on suppliers, potential joint venture parties, clients and any other third and external parties.

10. RESPONSIBILITIES OF EMPLOYEES

Every person, to this Policy, applies to, is encouraged to raise their concerns about any bribery issue or suspicion of malpractice at the earliest possible stage. If Directors and employees willfully ignore or turns a blind eye to any evidence of corruption, appropriate action will also be instituted against them. All Directors and Employees are required to declare of understanding the policy (***Refer to Appendix B***)



11. CONFLICT OF INTEREST

Business decisions and actions must not be motivated by personal interest, considerations or relationships. Relationship with prospective or existing business partners, customers, competitor or regulator must not affect the status of independence and sound judgement of Avisena's management.

Directors and Employees should not take advantage of their positions or information obtained in the course of their employment.

Directors and Employees are expected to exercise basic common sense in avoiding any conflict of interest and to act in a manner consistent with this policy. All potential Directors, and Employees are compulsory to complete the Conflict of Interest and Management form (**Refer to Appendix C**).

The employee must not accept employment in, or undertake work for, any other company, firm or organization, unless in exceptional cases and only with written permission from Avisena's management.

Any outside activity must be strictly separated from the employment of Avisena and should not harm the employee's job performance.

12. AWARENESS & TRAINING

- a) Avisena conducts awareness programmes for all Employees to refresh awareness of anti-corruption measures, and to continuously promulgate integrity and ethics.
- b) In addition, the Avisena provides anti-bribery and anti-corruption training to :
 - i. New recruits; and
 - ii. Employees promoted / transferred to Exposed Positions.
- c) Risk Management Department may at any time recommend that certain trainings be repeated to any Employee in any operating unit / subsidiaries if deemed necessary based on circumstantial requirements.
- d) Corporate Culture & Customer Experience shall maintain all records of trainings in collaboration with Risk Management Department



13. REPORTING OF VIOLATION OF THE POLICY

Director and employee who come across any of the red flags of actual or suspected violation of this policy in the course of activities relating to their employment at Avisena, are required to report their concerns using the reporting channels stated in the Whistleblowing Policy. Reports made in good faith shall be addressed promptly and without incurring fear of reprisal regardless of the outcome of any investigation.

14. REVIEW, AMENDMENT AND MAINTENANCE OF POLICY

This Policy will be reviewed periodically and may be amended at any time. All directors, officers and employees will be notified of any material revisions to this Policy.

15. OWNERSHIP OF POLICY

- a) Risk Management Department shall be responsible for the development, updates and review of this policy.
- b) Risk Management Department also shall be responsible on the operationalization of this policy through standard operating procedure (SOP), templates, assessment methodology and internal guidelines that it may be issued from time to time.
- c) Amendments or modification to this policy shall be approved by the Board of Directors.



APPENDIX A

THIRD PARTY DECLARATION

This policy shall apply to any party who wish to be a potential vendor and be eligible to conduct business with Avisena. In order to comply with the policy, the party shall be informed and understood on the policy and must complete the **Third Party Declaration Form**.

THIRD PARTY DECLARATION FORM

1. We are the contractors/ vendors/ suppliers/ solicitors/ agents/ consultants/ joint venture partners/ introducers/ government intermediaries of Avisena Holdings Sdn Bhd (“Avisena”).
2. We hereby declare that we will comply with:
 - i. All applicable laws and regulations relating to Avisena’s Anti-Corruption Policy, and Whistleblowing Policy
 - ii. The following Anti- Corruption principles:
 - a) Committing to promote values of integrity, transparency, accountability and good corporate governance.
 - b) Prevention of bribery and corruption and fighting any form of corrupt practice.
 - c) Supporting Anti-Corruption initiatives led by the government and the authorities. (hereinafter collectively referred to as “the requirements”)
3. We have not been convicted nor are we subject to any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach and will report any actual or suspected breach as soon as reasonably practicable and to the extent permitted by the law, to Avisena.
4. We undertake to promptly inform Avisena of any breach and/ or alleged/ suspected breach of the requirements and cooperate with Avisena in any investigation of such breach involving Avisena’s staff.
5. We acknowledge that the provisions set out in this declaration form shall form part of the terms and conditions of our appointment and/ or contract of service.
6. We further acknowledge that Avisena has the right to suspend or terminate the contract/ agreement/ job and disqualify us from tendering for future contracts/ jobs if we were found to have breached the requirements or any other terms and conditions implemented by Avisena pursuant to the contract/ agreement/ job.

Signature of Authorized Person : _____

Name of Company’s Authorized Person : _____

Company’s Name : _____

Company’s Stamp : _____

Date : _____



APPENDIX B

Anti-Corruption Declaration

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

Name:

Designation:

Department:

Company:



**CONFLICT OF INTEREST DECLARATION
FORM**

(For Internal Use Only)

I hereby declare an actual/potential Conflict of Interest as follows:

Financial Interest :
Dealings with Suppliers,
Customers, Agents and
Competitors

Personal Interest: Family
Members and Close Personal
Relationship

Personal Dealings with Suppliers
and Customers

Others : Please specify

Business Interest :Outside
Employment and Activities
Outside the Group

Please state details:

(Signature)

(Date)

Name:

Designation:

Department:

Company:



**CONFLICT OF INTEREST DECLARATION
FORM**

APPENDIX C

PARTY CONSULTED

I have reviewed the conflict of interest disclosure and propose the following action plan to resolve/manage this matter:

(Signature)

(Date)

Name:
Designation:
Department:
Company:

APPROVAL*

I have reviewed the conflict of interest disclosure and agree to implement the proposed plan to resolve this matter:

(Signature)

(Date)

Name:
Designation:
Department:
Company: