



VENOVX SDN BHD

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

1 INTRODUCTION

VENOVOX SDN BHD (Co. Reg. No. 201101038146 (858858-M)) (“Venovox”) is committed to conducting business dealing with integrity, honesty, respect and in compliance with all applicable laws and regulations in the countries where it does business. These laws include but are not limited to the Malaysian Penal Code (revised 1977), the Malaysian Anti-Corruption Commission Act 2009 (revised 2018), the Malaysian Companies Act 2016, the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010 and the Australian Criminal Code Act 1995. These laws prohibit acts of bribery and corruption, and mandate that companies established and maintain adequate procedures to prevent bribery and corruption.

Venovox will apply a “zero tolerance” approach to acts of bribery and corruption by any of our directors, executives and employees or third-party representatives, each a “Venovox Person”. Management will have the primary responsibility for implementing this policy within their areas of responsibility.

2 SCOPE

This Policy is applicable to anyone who is employed by or work at Venovox (whether in Malaysia or outside Malaysia and whether permanent, fixed-term or temporary basis), directors (executive and non-exe “Personnel”). It is also applicable to contractors, subcontractors, consultants, agents, representatives and service providers of any kind performing work or services, for or on behalf of Venovox (together, “Business Partners”).

3 DEFINITIONS

Venovox	means Venovox Sdn Bhd (Co. Reg. No. 201101038146 (858858-M)), its Directors, Shareholders and Employees.
Employee	means all individuals directly contracted to Venovox on an employment basis, including permanent and temporary employees and Directors.
Audit Committee	means the Audit Committee of Executive Directors of Venovox.
Act	means the Malaysian Anti-Corruption Commission Act 2009, as amended from time to time.

Bribery & Corruption	means any action which would be considered as an offence of giving or receiving ‘gratification’ under the Malaysian Anti-Corruption Commission Act (MACCA) 2009. 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 who is in a position of trust within an organisation. Bribery may be ‘outbound’, where someone acting on behalf of Venovox attempts to influence the actions of someone external, such as a government official or client decision-maker. It may also be ‘inbound’, where an external party is attempting to influence someone within Venovox such as a senior decision-maker or someone with access to confidential information.
Business	means any activity carried on for the purpose of gain or profit and includes all property derived from or used in or for the purpose of carrying on such activity, and all the rights and liabilities arising from such activity.
Facilitation Payment	means any sums of unofficial payment made to secure, expedite or facilitate an ordinary governmental action, process or procedure to a government official (either locally or internationally).
Gratification	“Gratification” is defined in the MACCA to mean the following: a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage; b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity; c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part; d) any valuable consideration of any kind, any discount, commission, rebate, bonus deduction or percentage;

	e) any forbearance to demand any money or money's worth or valuable thing; f) any other service of favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).
Management	means the Management of Venovox which includes directors, Chief Executive Officer, Chief Operating Officer, head of departments or any similar position.
Public Body	includes the following: a) the Government of Malaysia; b) the Government of a State; c) any local authority and any other statutory authority; d) any department, service or undertaking of the Government of Malaysia, the Government of a State, or a local authority; e) any society registered under subsection 7(1) of the Societies Act 1966; f) any branch of a registered society established under section 12 of the Societies Act 1966; g) any sports body registered under section 17 of the Sports Development Act 1977; h) any co-operative society registered under section 7 of the Cooperative Societies Act 1993; i) any trade union registered under section 12 of the Trade Unions Act 1959;

	j) any youth society registered under section 9 of the Youth Societies and Youth Development Act 2007; k) any company or subsidiary company over which or in which any public body as is referred to in paragraph (a) to (j) has controlling power or interest; or l) any society, union, organisation or body as the Minister responsible for the Malaysian Anti-Corruption Commission may prescribe from time to time.
Third Party	means any individual or organisation that the Employee comes into contact with during the course of work and the running of Venovox's business, and includes business partners, actual and potential clients/customers, intermediaries, referrals of work, vendors, suppliers, contractors, sub-contractors, service providers, distributors, business contacts, business associates, consultants, agents, representatives, advisers, Public Body (including their advisers, representatives and officials), politicians and political parties.

4 REQUIREMENTS

4.1 General Principles

All Employees shall, at all times in making any Business decision affecting Venovox, comply with the following principles:

- a) comply strictly to the provisions of the Act;
- b) shall not participate or condone any acts or forms of Bribery;
- c) the prevention, detection and reporting of any Gratification received, Bribery and other forms of corruption are the responsibility of all Personnel;
- d) all Employees are required to avoid any activity that might lead to, suggest, imply or cause a breach of this Anti-Bribery and Anti-Corruption Policy or the Act;
- e) always exercise proper care and judgement;
- f) avoid conflict of interest;
- g) conscientiously maintain the highest degree of integrity and ethics;

- h) comply fully with all applicable laws, regulatory requirements on Anti-Corruption and all regulations, procedures, and policies issued by Venovox;
- i) Venovox adopts a no gifts policy, subject to certain limited exceptions as detailed in AC Policy;
- j) notify the Audit Committee of Venovox as soon as possible if it is believed or suspected that a conflict with this Anti-Bribery and Anti-Corruption Policy has occurred, or may occur in the future, or if they have been offered any form of Gratification, Bribery, are asked to make one, suspect that this may happen in the future or believe that they are victim of another form of unlawful activity; and
- k) If any Third Party or external party is aware of any activity by any Personnel which might lead to, or suggest, a breach of this Anti-Bribery and Anti-Corruption Policy, they should raise their concerns to the Audit Committee of Venovox.

4.2 Gifts

A. Providing Gift

- a) “Corporate gift” with the company’s name and logo and are of nominal/appropriate value such as diaries, table calendars, pens, notepads and plaques. “Festive or ceremonial gifts” are traditional treats or gifts customary to the occasion such as red packets (without cash or cash equivalent), oranges and dates.
- b) Corporate gifts, festive or ceremonial gifts may be given to our Business Partners or other parties provided it fulfils as of the following conditions:
 - i. made for the right reason – it should be clearly given as an act of appreciation or common courtesy associated with festive seasons or other ceremonial occasions;
 - ii. Corporate Gifts not exceeding RM500 in a single receipt;
 - iii. Do not have or are perceived to have, any effect on actions or decisions;
 - iv. No expectation of any specific favour or improper advantages from the intended recipients;
 - v. Gift to be done in an open and transparent manner;
 - vi. Independent business judgement of the intended recipients not affected; and
 - vii. Customary and lawful under the circumstances.

When in doubt, the Employee is to consult the Audit Committee.

B. Accepting Gift

- a) Venovox's code of conduct require that all employees demonstrate the organisation's commitment to treating all people and organisations, with whom we can come into contact or conduct business with, impartially. Our employees will demonstrate the highest standards of ethics and conduct in all matters when dealing with
 - i. All vendors and suppliers, both existing and potential;
 - ii. The customers and clients, both existing and potential;
 - iii. Employee and potential employees;
 - iv. Independent contractors and agents of the company; and
 - v. Any individual or organisation with whom they come into contact.
- b) All employees must abide by the following no-gift policy requirements. Any exception to the gift policy may be made only with the permission of the Management or Audit Committee whichever is higher.
- c) Any gift received must not be made with the intention to improperly influence the Business decision-making by a Third Party or Personnel to obtain or retain business or business advantage, or to reward the provision or retention of business or a business advantage, or in explicit exchange for favours or benefits towards Venovox or the Personnel.
 - i. Gift or rewards to be received shall have the value of not more than RM500 per time and if it is necessary, the Company of Audit Committee shall be notified.
 - ii. Any gift or rewards having the value of more than RM500 from third party must notify and report to Audit Committee immediately.
 - iii. The gift received shall not include cash or a cash equivalent.

If you are in doubt about the acceptability, the gift must be refused.

4.3 Hospitality and Entertainment

- a) Hospitality or Entertainment given or received in the form of cultural and sporting events is permitted without prior approval as long as it does not violate the provisions of this policy and is not more than a RM500.
- b) Entertainment events attended must always be ethically acceptable and not against applicable law and the Anti-Bribery and Anti-Corruption Policy.
- c) Any travel arrangement for government officials, business partners or customers must be pre-approved by Management. Reasonable meeting, travel or accommodation expenses are permitted as below:
 - i. If Venovox is arranging a business-related arrangement for third party such as meeting, seminar or presentation.
 - ii. Any events or arrangement shall not be illicit, illegal or sexual in nature.
 - iii. Only for persons directly related to the business (e.g., not spouses, relatives or etc.)
 - iv. Payments for all hospitality and entertainment must be made directly by Venovox to the service provider. Detailed and itemised receipt of such expenses must be submitted with the appropriate method for payment or reimbursement.
 - v. A log of all entertainment received and given by Venovox employees must be maintained which include:
 - The attendees by name
 - Attendees position in Venovox or another Company
 - Location/type of venue
 - Purpose of the meeting
 - The cost per attendee (estimated if not known)

4.4 SPONSORSHIP AND CHARITABLE DONATIONS

As part of Venovox's commitment to contribute and give back to the communities where Venovox operates, Venovox provides such assistance in appropriate circumstances and in an appropriate manner.

Employees and Directors must ensure that all donation and sponsorship by Venovox are not used to circumvent, avoid or evade the laws or regulatory requirements. More importantly, it shall not be used to facilitate corruption, illegal and money laundering activities.

A. Providing Donations and Sponsorships

- a) All request for donations and sponsorships by Venovox shall be directed to the Head of Internal Audit Committee and shall be carefully examined with appropriate due diligence by evaluating the request against the following criteria:
 - i. the objective of the donation and sponsorship does not contradict with the Venovox's values;
 - ii. the intended recipient is a legitimate organisation and proper due diligence/background checks have been conducted;
 - iii. the intended recipient does not have affiliation with a Public Body (defined under MACCA); and
 - iv. there is no risk of a perceived improper advantage for Venovox.
- b) If the request meets the above criteria and it is reasonably ascertained to be legitimate in nature, the Head of Internal Audit Committee shall proceed to recommend the request for approval accordingly to the Approval Matrix for non-operating expenses.
- c) Once donation or sponsorship has been made, Venovox shall undertake necessary measures to validate the carrying out of the intended utilisation of the donation or sponsorship, and where possible, make note on whether the objectives of the donation or sponsorship has been achieved.
- d) A trail of documentary evidence relating to donations and sponsorships by Venovox (including all expenses uncured for donations and sponsorships) shall be compiled and kept in database within the relevant business unit of Venovox.

4.5 POLITICAL CONTRIBUTIONS

Venovox has no political affiliation and will not make any political contributions or favours. All employees and Directors are strictly prohibited from making political donations (to political parties, politicians and political campaigns) for or on behalf of Venovox.

While Employees, Directors and Business Associates are not prohibited from making personal political donations or contributions, those donations or contributions must never be associated with the Group and must always be made in Employees', Directors' and Business Associates' own personal capacity.

4.6 FACILITATION PAYMENTS

Facilitation payments are defined as “any facilitating payment or expediting payment to a foreign official, political party, or party official the purpose of which is to expedite or to secure the performance of a routine governmental action.” Employees should ensure that these facilitation payments are not paid.

4.7 RECRUITMENT OF EMPLOYEES

A. Recruitment

Venovox will conduct its recruitment practices in fair and transparent manner. This avoids distortions in the recruiting process that lead to risks with unethical or unsuitable candidates being selected. Venovox will demonstrate that its recruitment processes are untainted by bribery, favouritism or nepotism.

Appropriate due diligence will be applying in selecting recruits, especially senior management and employees particularly those to be placed in department or aspect of operational functions vulnerable to bribery and corruption.

B. Employment Contract

Venovox expects the adherence to the provisions, principles and standard of this Policy by Employees and requires Employees to attest in writing that they have read, understood and will observe the provisions, principles and standard of this Policy. This attestation will be done by filling up the Employee Declaration Form or any other form as provided by the Human Resource Business Partner or as and when they are taking up a new position in Venovox or the Integrity and Background Declaration for Employees, attached as Appendix 1 (“**Acknowledgment Form**”), which shall be signed and submitted to Venovox prior or during the official appointment or new Employees by Venovox.

The Acknowledgement Form shall be executed and refreshed by all employee of Venovox on a biannual basis (twice in a year) as a reminder of all employees.

Existing Employees must declare any conflict of interest in the same way upon this Policy being disseminated to them.

The terms and conditions of the employment contract should contain appropriate provisions on compliance with Anti-bribery and Anti-corruption requirements of Venovox, the right to termination and disciplinary action for non-compliance and such other requirements as Venovox may from time to time consider appropriate in relation to Anti-Bribery and Anti-Corruption.

4.8 TRAINING AND COMMUNICATION

- a) Venovox shall conduct an awareness programme for all its Personnel on Venovox's position regarding Anti-bribery and corruption, integrity and ethics.
- b) Training shall be provided on a regular basis, in accordance with the level of Bribery and Corruption risk related to the position. Training should be provided to Personnel who are:
 - i. new to Venovox;
 - ii. appointed to or currently holding an Exposed Position.
- c) All training materials and communicated information as well as the attendance record of internal training sessions shall be compiled and kept by the Human Resource Business Partner.

4.9 BUSINESS PARTNERS AND THEIR CONDUCT

Venovox's dealings with Third Party, shall be carried out in compliance with the Act and all relevant local and foreign laws and consistent with the values and principles of this Anti- Bribery and Anti-Corruption Policy. As part of this commitment, all forms of Bribery and Corruption are unacceptable and will not be tolerated.

Due Diligence should be carried out with regards to any Third Party intending to act on Venovox's behalf as an agent or in other representative roles, to ensure that the entity is not likely to commit an act of bribery or corruption in the course of its work with Venovox.

Venovox expects that all and any Third Party acting for or on its behalf to share the principles, values and ethical standards to ensure that their actions do not implicate Venovox legally and/or tarnish Venovox's reputation for being involved with Bribery and Corruption.

Venovox shall inform any Business Partners of Venovox's Anti-Bribery and Anti-Corruption Policy and with effect from the date of this Policy, all Business Partners must submit a Third-Party Declaration Form, attached as Appendix 2 or confirmation in similar terms prior to onboarding as Venovox's service provider.

5 WHISTLEBLOWING CHANNEL

Venovox strongly encourage employees or Third Party to report any concerns about corruption that they encounter through the channels for complaints and whistleblowing. It is important that if you suspect any employee or others working on our behalf may have or is about to engage in any corrupt practices, or if you are approached by any other person attempts to persuade you to engage in any practices as described, then you should report it immediately. Complaints may be submitted:-

- 1) By mail: Audit Committee
Venovox Sdn. Bhd.
E-7-03, Block E Oasis Square,
No 2, Jalan PJU 1A/7,
Ara Damansara,
47301 Petaling Jaya Selangor.
- 2) By email: whistleblowing@venovox.com
- 3) By phone: 03- 7800 0088

Informers or complainants who may be employees, customers or any Third Party shall be protected pursuant to the law. Venovox shall treat the information as confidential, and the processes of complaint acceptance and investigation are indicated in writing. Complaint shall be known only by the persons assigned by the Audit Committee. If the confidential information is disclosed, Venovox shall impose punishment or take disciplinary action, which could result in dismissal for gross misconduct on the person who cause such disclosure.

6 MONITORING AND REVIEW

- a) All employees are responsible for the success of this Policy and should ensure they use it to disclose any suspected danger or wrongdoing.
- b) Venovox reviews the Policy on an annual basis and may modify or supplement this Policy from time to time.
- c) This Policy will be updated, amended or revised from time to time to ensure its adequacy in implementation and enforcements.

7 SANCTION FOR NON-COMPLIANCE

- a) Venovox take 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 Venovox's interests have been harmed as a result of non-compliance.
- b) Venovox shall notify the relevant regulatory authority if any identified bribery or corruption incidents have been proven beyond reasonable doubt.
- c) When notification to the relevant regulatory authorities have been done, Venovox shall provide full co-operation to the said regulatory authorities, including further action that such regulatory authority may decide to take against convicted Employees.

Appendix 1

EMPLOYEE DECLARATION FORM

I, _____, hereby declare that I have read and understood **VENOVOX SDN BHD (Co. Reg. No. 201101038146 (858858-M))** (“Venovox”)’s Anti-Bribery and Anti-Corruption Policy & Procedures (“**ABAC Policy and Procedures**”) and the responsibilities required of me in relation to the ABAC Policy and Procedures. I will abide by the requirements and provisions set out in the ABAC Policy and Procedures which shall be read together and forms part of my employment contract with Venovox. I hereby confirm that I have:

- a) complied with all applicable laws, regulations, and sanctions relating to anti-bribery and anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009 (“**Act**”) or any equivalent laws which I am/ it is subject to;
- b) not engaged in any activity, practice, or conduct which would constitute an offence under the Act or equivalent laws;
- c) taken a zero-tolerance approach to bribery and corruption and observed the highest ethical standards in my activities/ its own business activities and agree that neither I/ it nor any associated person have/ has offered, promised or accepted any payment or gift to or from any person (directly or indirectly) for the purpose of influencing a decision; and
- d) maintained and complied with relevant policies and procedures designed to promote and achieve compliance with applicable anti-corruption laws. I understand that if I am party to any breach of the said Policy and Procedures during the term of my employment, then it could be regarded as major misconduct which may result in disciplinary action, up to and including dismissal against me.

Signature : _____

Name : _____

NRIC : _____

Designation : _____

Appendix 2

THIRD-PARTY DECLARATION FORM

1. We are the contractors/ vendors/ suppliers/ solicitors/ agents/ consultants/ joint venture partners/ introducers/ government intermediaries of **VENOVOX SDN BHD (Co. Reg. No. 201101038146 (858858-M)) (“Venovox”)**.
2. We hereby declare that we will comply with:
 - (i) All applicable laws and regulations relating to Venovox’s Code of Conduct Policy, Anti-Bribery Policy, Integrity and Anti-Corruption Policy & SOP, and Whistleblowing Policy & Procedures.
 - (ii) The following anti-corruption principles:
 - a) Committing to promote values of integrity, transparency, accountability and good corporate governance.
 - b) Prevention of 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 Venovox.
4. We undertake to promptly inform Venovox of any breach and/ or alleged/ suspected breach of the requirements and cooperate with Venovox in any investigation of such breach involving Venovox’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 Venovox 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 Venovox pursuant to the contract/ agreement/ job.

Signature of Authorised Person : _____

Name of Company’s Authorised Person : _____

Company Name : _____

Date : _____

Company’s Stamp :