MYDCD BERHAD

Registration No.: 202501030429 (1631841-A)
(Incorporated in Malaysia)

ANTI-BRIBERY AND CORRUPTION POLICY

1. INTRODUCTION

MyDCD Berhad ("**Company**"), all its subsidiaries, joint venture companies and associates ("Group") are committed to ethical, transparent, and responsible business practices. This commitment extends to compliance with all applicable laws, which include compliance with the Malaysian Anti-Corruption Commission Act 2009 ("**MACC Act 2009**") and the Malaysian Anti-Corruption Commission (Amendment) Act 2018, as well as any of its amendments or re-enactments that may be made by the relevant authority from time to time.

This Anti-Bribery and Corruption Policy ("**Policy**") outlines the guidelines, principles and requirements for the Group to have an unambiguous policy statement on the Group's position regarding bribery and corruption, which forms the cornerstone of effective integrity management in relation to the businesses and operations of the Group.

This Policy is supplemental to and shall be read in conjunction with the Code of Ethics and Conduct of the Group as annexed herewith, as well as the Whistleblowing Policy, the MACC Act 2009, and the Malaysian Anti-Corruption Commission (Amendment) Act 2018, where applicable. In cases of a conflict between mandatory laws and the principles contained in this and other policies, the mandatory laws shall prevail.

2. OBJECTIVES

The objectives of this Policy are to:

(i) set out the Group's position on matters related to bribery and corruption that may be encountered by the Directors and employees of the Group in the course of business, for the purpose of providing guidance in dealing with and preventing acts of bribery and corruption.

(ii) set out the Group's responsibilities in complying with laws against bribery and corruption.

(iii) take reasonable and appropriate measures to ensure that its businesses do not participate in corrupt activities for its advantage or benefit.

(iv) provide adequate procedures and protection to those working for it on how to recognise and deal with bribery and corruption issues.

3. SCOPE

This Policy applies to the following:

(i) All Directors, employees and individuals (whether full-time, part-time, contract or temporary) of the Group working at all levels and grades ("**Employees**") and any third parties associated with the Group, which may include but not limited to suppliers, contractors, agents, consultants, outsourced personnel, distributors, advisers, government and public bodies including their advisors, representatives and officials (collectively referred to as "Associated Third Parties");

(ii) The Group's business dealings with private and public sector entities, including their directors, employees, and intermediaries; and

(iii) All jurisdictions in which the Group operates.

For the purpose of this Policy:

(a) **"Bribery"** means the act of offering, promising, giving or receiving something of value in exchange for some kind of influence or action in return that the recipient would otherwise not offer;

(b) **"Corruption"** means the act of soliciting, giving, accepting, or receiving gratification, directly or indirectly, from/to a person in authority either in the form of money, services, or valuable goods as an inducement or reward to do or not to do any act concerning the person's principal affairs. In short, corruption is essentially an abuse of entrusted power or position to obtain a personal gain or benefit;

(c) **"Facilitation payments"** mean small sums, unofficial payments made to secure or expedite a routine government action by a government official.

(d) **"Gratification"** is defined in Section 3 of the MACC Act 2009 to mean the following:

(i) 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;

(ii) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;

(iii) any payment, release, discharge, or liquidation of any loan, obligation, or other liability, whether in whole or in part;

(iv) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction, or percentage;

(v) any forbearance to demand any money or money's worth or valuable thing;

(vi) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil, or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and

(vii) any offer, undertaking, or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (i) to (vi).

(e) **"Kickbacks"** mean the return of a sum already paid or due as a reward for the awarding of business to certain parties or Associated Third Parties.

4. ANTI-BRIBERY AND CORRUPTION PRINCIPLES

We adopt a zero-tolerance approach to corruption and bribery. All our business activities are conducted honestly and ethically. We are committed to behaving professionally, fairly, and with integrity in all our relationships and business dealings, following our Code of Ethics and Conduct. We are committed to implement and enforce an effective system to counter bribery.

In the event of an investigation into corruption involving the Group, we shall ensure full cooperation with the enforcement agencies and other competent authorities, such as the Malaysian Anti-Corruption Commission.

In case of suspicious behaviour, allegations, and/or investigations related to bribery or corruption, the Human Resources Manager reserves the right to request the relevant Employees to declare information regarding the assets owned by them as deemed necessary.

If Employees come across any suspicious activity or have a reasonable belief that this Policy has been breached or violated, you may report your concerns to your Head of Department, or follow the procedures outlined in the Whistleblowing Policy available through reporting channels at

The Employee who is found violating this Policy may be subjected to disciplinary action as well as potential criminal investigation and prosecution.

The Audit and Risk Management Committee ("**ARMC**") will conduct periodic risk assessments on the bribery and corruption risk of the Group, assisted by the Internal Auditors. The ARMC will periodically report to the Board of Directors of the Company ("**Board**") for deliberation on the results of the bribery and corruption risk assessment, if any.

5. SPONSORSHIPS AND DONATIONS

(i) Donations and sponsorships may be permissible depending on the circumstances and should be made directly to an official entity and be capable of being publicly disclosed.

(ii) Donations and sponsorships must not be made to influence business decisions or to cover up undue payments or bribery.

(iii) The provisions relating to donations and sponsorships also apply to charitable support and donations, whether of in-kind services, knowledge, time, or direct financial contributions.

(iv) All donations and sponsorship payments must be accurately reflected in the Group's accounting books and records, be permitted by the applicable law, and be capable of being publicly disclosed. They must state for support local community or welfare development and reciprocal business arrangements to ensure that the said donations and sponsorship payments are not used as a scheme to conceal bribery or corruption or to influence business decisions.

(v) Written or verbal approval, on a case-by-case basis, must be obtained from the Chief Executive Officer/Executive Director(s) before the Group's funds or resources may be utilised for any direct or indirect political contributions. In the event of verbal approval, an acknowledgement must be obtained from the recipient.

6. FACILITATION PAYMENTS AND KICKBACKS

The Employees and Associated Third Parties dealing with the Group shall not accept, obtain, attempt to accept or obtain, solicit, offer, promise, or give facilitation payments and kickbacks to secure or expedite the performance of their duty. However, the Group recognises that, in exceptional circumstances, facilitation payment or kickbacks may be an immediate recourse to protect the safety of the Employees. In such situations, the prior approval of the Chief Executive Officer/Executive Director(s) is required or, in an emergency, retroactively as soon as possible after the payment.

Any request for facilitation payment or kickbacks must be reported immediately to the superior, Head of Department, or management for further advice.

7. GIFTS, HOSPITALITY AND ENTERTAINMENT

7.1 NO GIFT POLICY

The Group is committed to conducting our business in the highest standards of integrity and good governance. We practice a "No Gift Policy", where our Employees are prohibited from directly or indirectly receiving or providing gifts.

Receiving of Gifts: In certain cultures or circumstances, gift-giving is a business etiquette, and it may be disrespectful to refuse a gift. In such circumstances, employees may receive the gift, but he/she must report to the respective Head of Department and record it in the Gift Register Form. However, under no circumstances may an employee or their family members accept gifts in the form of cash or cash equivalents.

Exemptions: There are certain exceptions whereby the provision and receiving of gifts can be accepted in the following situations:

- Token gifts are offered equally to members of the public, delegates, customers, partners, and key stakeholders attending work-related seminars, conferences, trade and business events *(e.g. t-shirts, goodie bags, calendars, pens, diaries)*.

- Gifts offered to external parties in relation to the Group's official functions, events, and celebrations *(e.g. door gifts)*.
- Recognition gifts from the Group to employees in relation to an internal or external company's recognition function, event, and celebration *(e.g. long service award)*.
- Gifts exchange at the company-to-company level *(e.g. gifts exchanged between companies as part of an official company visit)*.

7.2 HOSPITALITY AND ENTERTAINMENT

This Policy does not prohibit giving or accepting hospitality and entertainment arrangements, as long as it is reasonable and appropriate to do so in circumstances that do not influence business decisions. Any such business courtesies offered or received that are transacted on behalf of the Group must be approved in accordance with the Group's limits of authority as stated in the Group's Limits of Authority and Employee's Handbook.

The following criteria are to be considered when giving or accepting any hospitality and entertainment arrangement:

- reasonable in value;
- transparent;
- infrequent in nature;
- not given to influence or obtain an unfair advantage; and
- respectful and customary.

Hospitality and entertainment arrangements may consist of meals, travel or transportation, accommodation, entertainment and recreation in relation to the following circumstances:

(i) participation at work-related conferences, seminars and/or business events;

(ii) gratitude for hosting business events, conferences and/or seminars; and

(iii) business situations or to all participants and attendees, for example, work-related seminars, conferences, trade and business events.

As a general principle, Employees are expected to exercise due care and judgement in receiving or providing gifts according to the policies above and to uphold the highest standards of integrity, avoid conflicts of interest, and comply with applicable rules and regulations, as well as the Company's Code of Ethics and Conduct. Employees shall not accept or provide gifts, hospitality, and entertainment arrangements to a third party if it is made to influence the third party to obtain or retain business, or in exchange for favours or benefits. In addition, lavish or unreasonable gifts, as well as hospitality and entertainment arrangements, should not be accepted.

All persons subject to this Policy shall observe and refer to our latest available Group's Employee Handbook and corresponding updates from time to time.

8. CONFLICT OF INTEREST

The Employees shall not use their official position, confidential information, assets, and other resources for their personal gain or the advantage of their family and associates.

Should the Employees encounter a conflict-of-interest situation, they are required to disclose the said situation according to the terms of the Employee's Handbook.

9. ASSOCIATED THIRD PARTIES

(i) The Associated Third Parties are expected to abide by ethical business practices and avoid corrupt practices, including bribery.

(ii) The Associated Third Parties acting on behalf of the Group must contractually agree to abstain from bribery and corrupt practices.

(iii) The Associated Third Parties are required to sign a declaration confirming they have been provided with a copy of the Policy and that they undertake to abide by the provisions of the Policy directly or indirectly applicable to them.

(iv) The appropriate assessment shall be conducted on the Associated Third Parties acting on behalf of the Group to ensure the business and background of the potential Associated Third Parties are free from bribery elements or conflict of interest prior to the procurement process, with the duly completed declaration form submitted to the Group.

(v) If there are suspicions of bribery and corruption on the part of the Associated Third Parties in their dealings with the Group, the Group reserves the right to seek an alternative supplier for the goods or services.

10. COMMUNICATION AND TRAINING

The Group will continue to provide specific and regular training in relation to anti-corruption and bribery laws and compliance with this Policy for all new and existing Employees.

This Policy is published on the Company's website, and awareness is reinforced through emails, newsletters, and the Group's Employee's Handbook.

All Employees are required to sign a declaration that they have read and understood and will abide by the Policy.

The current Employees are required to sign the declaration as soon as practicable. It is envisaged that the declaration may be submitted electronically in the future.

11. CONFIDENTIALITY AND PROTECTION

Any individual who knows of or suspects a violation of this Policy is encouraged to whistle blow or report the concerns through the mechanism set out under the Group's Whistleblowing Policy. The provision, protection and procedures of the Whistleblowing Policy for reporting violations of this Policy are available on the Company's website.

No individual will be discriminated against or suffer any sort or manner of retaliation for raising genuine concerns or reporting in good faith on violations or suspected violations of this Policy. All reports will be treated confidentially.

12. MONITORING AND REVIEW

The Employees and the Associated Third Parties are responsible for the success of this Policy and should ensure adherence to this Policy and use it to disclose any suspected danger or wrongdoing.

Internal control systems and procedures of the Group will be subject to regular audits to provide assurance that they are effective in countering corruption and bribery.

The Company will conduct regular risk assessments to identify bribery and corruption risks facing the business, set anti-bribery and corruption objectives, and assess the effectiveness of existing controls in achieving those objectives.

13. RECORDS-KEEPING

Proper and complete records must be maintained of all payments made to third parties in the usual course of business, as these would serve as evidence that such payments were bona fide and not linked to corrupt and/or unethical conduct. All accounts, invoices, documents, and records relating to dealings with the Associated Third Parties are maintained and recorded with accuracy and completeness.

All expense claims relating to gifts or entertainment made to third parties must be submitted in accordance with the Group's reimbursement procedures and/or applicable policy and specifically record the reasons for such expenditure.

All documents, accounts, and records relating to dealings with third parties, such as customers, suppliers, and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts should be kept "off-book" to facilitate or conceal improper payments.

The Group will also maintain records of the relevant declaration submitted by the Employees and Associated Third Parties to ensure that all persons subject to this Policy comply with the requirements.

14. COMPLIANCE WITH THE LAW

The Group will comply with all applicable laws, rules, and regulations of the governments, commissions, and exchanges in jurisdictions within which the Group operates. The Employees are expected to understand and comply with the MACC Act 2009 (including any amendments thereof). The Group reserves the right to report any actions or activities suspected of being criminal in nature to the police or other relevant authorities.

15. PERIODIC REVIEW

This Policy will be reviewed periodically, and in any event, at least once every (3) years to ensure its effectiveness and consistency with the governing legislation and regulatory requirements, or more frequently should there be material changes to the said legislation and regulations or circumstance of the business, if any.

16. BOARD APPROVAL

This Policy (Version No. 1) was reviewed and approved by the Board on 16 December 2025. Any amendment(s) to this Policy shall be approved by the Board from time to time, when necessary.

All references to “we”, “us” and “our” are to our Company, or where the context required in this policy are to the Group taken as a whole.

Sample – for reference

DECLARATION FORM
(Employee)

I, _____, declare that I have read and understood the contents of MYDCD Berhad's Anti-Bribery and Corruption Policy ("**Policy**").

I hereby undertake to comply with the provisions and requirements set out in the Policy and any amendments as may be made from time to time during the course of my employment.

I further understand that in the event of non-compliance with the Policy, it may lead to disciplinary action and the Group reserves the right to undertake a review of my appointment with the Group, which may lead to termination and even reporting any instances of bribery and corruption to the relevant authorities.

Declared by,

_____
Name :
NRIC / Passport No. :
Designation :
Department :

Sample- for reference

DECLARATION FORM
(ASSOCIATED THIRD PARTY)

(i) We are the contractors / vendors / suppliers / agents / consultants / joint-venture partners / intermediaries* of MyDCD Berhad ("**the Company**"), all subsidiaries, joint venture companies and associates ("**the Group**").

(ii) We confirm that we have been provided with a copy of the Company's Anti-Bribery and Corruption Policy ("**Policy**") and undertake to abide by the provisions of the Policy directly or indirectly applicable to us.

(iii) We further undertake to promptly inform the Company of any actual or suspected / alleged breach of the Policy involving the Company Directors or Employees (as defined in the Policy) and cooperate with the Company in any investigation of such a breach.

(iv) We acknowledge that the provisions as stated in this declaration form shall form part of the terms and conditions of our appointment and / or contract of service, and if we are found to have breached the Policy, the Company has the right to suspend or terminate the contract / agreement and disqualify us from tendering for future contracts.

** Please delete where not applicable.*

Declared by,

_____

Name of Authorised Signatory:
NRIC / Passport No. :
Designation :
Company :
Date :

Company Stamp :

CODE OF ETHICS AND CONDUCT (to be extracted)