



**KHPT HOLDINGS BERHAD**  
**[REGISTRATION NO. 201901005770(1315097-M)]**

**ANTI-BRIBERY & ANTI-CORRUPTION POLICY**

**DOC NO: KHPT-POLICY-06**

<b>No</b>	<b>Rev</b>	<b>Effective Date</b>	<b>Change Description</b>
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2	1	13.01.2025	Standardize Format
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## 1. INTRODUCTION

- 1.1. KHPT Holdings Berhad (“**Company**”) and its subsidiaries (“**Group**”) is committed to conduct our business with transparency, honesty and integrity.
- 1.2. This Anti-Bribery and Anti-Corruption Policy (“**Policy**”) draws together the principles which support the Group’s zero tolerance on any form of bribery or corruption, whether direct or indirect, by or of its stakeholders.
- 1.3. This Policy should be read in conjunction with the Company’s Code of Ethics & Conduct and Whistleblowing Policy.

## 2. OBJECTIVES

- 2.1. Ensure that the Company has adequate procedures in place to prevent and detect bribery and corruption.
- 2.2. Provide information and guidance to those working for or with the Group on how to recognize and deal with potential bribery and corruption issues as well as understanding their roles and responsibilities; and
- 2.3. Protect the Group against the possible penalties and repercussions resulting from acts of bribery and corruption or being associated with such behavior.

## 3. SCOPE

- 3.1. Directors (both executive and non-executive), officers, employees of the Group (including permanent, part-time and contract (fixed term) employees) (“**Personnel**”);
- 3.2. Any third party (person or entity) who performs services for or on behalf of the Company. This includes actual and existing clients, customers, contractors, sub-contractors, consultants, advisers, agents, suppliers, vendors, distributors, representatives, service providers, intermediaries and investors (“**Business Associates**”).

## 4. APPLICABLE LEGISLATION

- 4.1. The Company is committed to conducting its business ethically 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) (and its amendments), the Malaysian Anti-Corruption Commission Act 2009 and the Companies Act 2016. These laws prohibit bribery and acts of corruption, and mandate that companies establish and maintain accurate books and records and sufficient internal controls. In cases where there is a conflict between mandatory laws and the principles contained herein and other relevant policies, the law shall prevail.
- 4.2. Under the Malaysian Anti-Corruption Commission Act 2009 (“**MACC Act**”), bribery and corruption are criminal offences, and the legal consequences include fine of limited amount and/or imprisonment of up to twenty (20) years. A commercial organization commits an offence if an associated person corruptly gives any gratification with intent to obtain or retain business or an advantage in the conduct of business, for the commercial organization.
- 4.3. If an offence is committed by a commercial organization, the section 17A MACC Act 2009 also deems its directors, controller, officer, partner or persons concerned in its management of affairs to have committed the same offence. It is therefore important that you understand how bribery and corruption may be committed and the legal consequences arising from such act as well as taking steps to prevent bribery and corruption from happening.

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## 5. DEFINITIONS

5.1. “Bribery & Corruption” means any action which would be considered as an offence of giving or receiving ‘gratification’ under the MACC Act. 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 organization.

Bribery may be ‘outbound’, where someone acting on behalf of the Company 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 the Company such as a senior decision-maker or someone with access to confidential information.

5.2. “Gratification” is defined in the MACC Act to mean the following:

- 5.2.1. 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;
- 5.2.2. Any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- 5.2.3. Any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- 5.2.4. Any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- 5.2.5. Any forbearance to demand any money or money’s worth or valuable thing;
- 5.2.6. Any other service or favor 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
- 5.2.7. Any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding clause 5.2.1 to 5.2.6.

5.3. “Conflict of Interest” means when a person’s own interests either influence, have the potential to influence, or are perceived to influence their decision making at the Company.

5.4. “Public Officer” means

- 5.4.1. Any person who engages in services for national or local governments;
- 5.4.2. Any person who engages in services for an agency or organization affiliated with a government entity;
- 5.4.3. Any person who engages in services for a public enterprise or state-owned entity; or
- 5.4.4. Any person authorized by a government entity to exercise a public function.

5.5. “Entertainment and Hospitality” means the considerate care of guests, which may include refreshments, accommodation and entertainment at a restaurant, hotel, club, resort, convention, concert, sporting event or other venue such as the Company’s offices, with or without the personal presence of the host. Provision of travel may also be included.

5.6. “Facilitation Payment” means the payments made with the purpose of expediting or facilitating the performance by a public official of a routine governmental action, and not to obtain or retain business or any other undue advantage.

5.7. “Charitable Donation, Community Investments and Sponsorship” means payments made to supports the community activities or projects.

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## 6. BUSINESS ASSOCIATES' RESPONSIBILITIES

- 6.1. All Business Associates acting on behalf of the Company are required to comply with this Policy and all other related policies.
- 6.2. Our Personnel must carry out proper due diligence process and comply with all applicable the Company's standard operating procedures before on-boarding any Business Partners. This include informing them of the Group's Anti-Bribery and Anti-Corruption Policy and with effect from the date of this Policy.
- 6.3. Due diligence should also be carried out with regards to any Business Associates intending to act on the Company'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 the Company.
- 6.4. The Company shall include standard clauses in all contracts with Business Associates enabling the Company to terminate the contract in the event that bribery or an act of corruption has been proved to occur. Additional clauses may also be included for Business Associates acting on the Company's behalf where bribery risk has been identified.

## 7. RESPONSIBILITIES OF THE GROUP'S PERSONNEL

- 7.1. All the Group Personnel shall certify in writing that they have read, understood and will abide by this Policy. A copy of this declaration shall be documented and retained by the Human Resources Department for the duration of the Personnel's employment. A sample declaration can be found in Attachment A of this Policy.
- 7.2. All the Group Personnel are required to carry out those responsibilities and obligations relating to the Company's anti-bribery and corruption stance, alongside those already in existence, which includes the following:
  - 7.2.1. Be familiar with applicable requirements and directives of the policy and communicate them to subordinates;
  - 7.2.2. Promptly record all expense claims relating to entertainment, gifts or expenses incurred and submitted in accordance with the Company's policy and specifically record the reason for the expenditure.
  - 7.2.3. Always raise suspicious transactions and other "red flags" (indicators of bribery or corruption) to immediate superiors for guidance on the next course of action;
  - 7.2.4. Be alert to indications or evidence of possible violations of this Policy;
  - 7.2.5. Promptly report violations or suspected violations through appropriate channels;
  - 7.2.6. Attend required anti-bribery and corruption training as required according to position; and
  - 7.2.7. Not misuse their position or the Company's name for personal advantage.
- 7.3. When dealing with Business Associates, all the Company's Personnel shall not:
  - 7.3.1. Express unexplained or unjustifiable preference for certain parties;
  - 7.3.2. Make any attempt at dishonestly influencing their decisions by offering, promising or conferring advantage;
  - 7.3.3. Exert improper influence to obtain benefits from them;
  - 7.3.4. Directly or indirectly offer or make promise or corrupt payments, in cash or in kind for a specific favor or improper advantage from them.
- 7.4. During an active or anticipated procurement or tender exercise, Personnel participating in the exercise in any way whatsoever, shall not:



- 7.4.1. Receive gifts, entertainment and hospitality or any kind from any external party participating, planning to participate, or expected to participate, in the procurement or tender exercise;
- 7.4.2. Provide anything other than a corporate gift and token hospitality to any external/third party related to the exercise;
- 7.4.3. Be involved in any discussions regarding business or employment opportunities, for personal benefit or for the benefit of a Business Associate;
- 7.4.4. Abuse the decision-making and other delegated powers given by the top management; and
- 7.4.5. Bypass normal procurement or tender process and procedure.
- 7.5. When dealing with external parties in a position to make a decision to the Company's benefit (such as a Public Officer or client), the Company's Personnel shall not:
  - 7.5.1. Offer, promise or make any attempt at dishonestly influencing the person's decision by directly or indirectly offering or make promise of corrupt payments, in cash or in kind;
  - 7.5.2. Be involved in any discussions regarding business or employment opportunities, for their own personal benefit or for the benefit of the external party;
  - 7.5.3. Otherwise abuse the decision-making and other delegated powers given by the top management, in order to illicitly secure an outcome which would be to the commercial advantage to themselves; and
  - 7.5.4. Exert improper influence to obtain personal benefits from them.

## 8. WHAT IS ANTI-BRIBERY AND ANTI-CORRUPTION

- 8.1. Bribery is the offering, promising, giving, accepting or soliciting of an advantage as an inducement or reward for an action which is illegal or a breach of trust. Bribery can take many other forms including cash and non-cash gifts, lavish entertainment or hospitality or other reward or benefits. Bribery takes place if someone is given a gift, donation, loan, cash or non-cash incentive, benefit, or is taken out for particularly lavish hospitality and that in doing so the giver of such items has done so with the intention of inducing or rewarding someone to behave improperly or not to perform their function correctly or in good faith.
- 8.2. Corruption is the abuse of entrusted power for private gain. Essentially, it is the act of giving or receiving any gratification or reward in the form of cash or in-kind of high value for performing a task in relation to his/ her job description.
- 8.3. Bribery and Corruption may take the form of anything of value, such as money, goods, services, property, privilege, employment position or preferential treatment, and are in all forms prohibited.
- 8.4. A Staff Anti-Bribery and Anti-Corruption Declaration Form is set out in Attachment A in this policy.
- 8.5. Examples of risk scenarios where Bribery & Corruption could take place as per the list below and this list is not intended to be exhaustive and is for illustrative purposes only. If Personnel or Business Associates encounter any of these red flags while working for, on behalf of or in association with the Company, they must promptly report them to the compliance officer or, alternatively, via the Company's confidential ethics reporting processes outlined in its Whistleblowing Procedure:
  - 8.5.1. A third party engaging in, or have been accused of engaging in, improper business practices;

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8.5.2. A third party which have a reputation for paying bribes, or requiring that bribes are paid to them;

8.5.3. Transactions occurring between two or more parties that are connected without an apparent business rationale;

8.5.4. A third party:

- a) Insisting on receiving a commission or fee payment before committing to signing a contract with the Group, or carrying out a government function or process for the Group;
- b) Requesting payment in cash and/or refuse to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- c) Requesting that payment is made to a country or geographic location different from where the Third Parties reside or conduct businesses;
- d) Requesting an unexpected additional fee or commission to “facilitate” a service;
- e) Demanding lavish entertainment or gifts before commencing or continuing negotiations or discussions on a matter;
- f) Requesting that a payment is made to “overlook” potential legal violations;
- g) Requesting to provide employment or some other advantage to a friend or relative;

8.6. Invoices from third parties that appear to be non-standard or customized;

8.7. A third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to the Company.

8.8. A significant increase in capital for a recently incorporated company or successive contributions over a short period of time to the same company.

8.9. A large financial transaction, especially if requested by a recently created company, where it is not justified by the corporate purpose.

8.10. This Policy prohibits all forms of Bribery & Corruption practices and makes no distinction between whether they are being made to person in the public or private sectors. Furthermore, our Personnel must not directly or indirectly pay, offer or promise any gratification to customers, Business Associates or any other party for the purpose of exerting influence, soliciting payment or other unfair or illegal preferential treatment. Our Personnel will not suffer demotion, penalty or other adverse consequences in retaliation for refusing to pay or receive bribes or participate in other illicit behavior.

8.11. It is also not permitted for Personnel and Business Associates (or someone acting on their behalf) to falsify the Group’s books and records for the purpose of bribery or of hiding bribery. Specifically, Personnel cannot:

- 8.11.1. Maintain off-books accounts;
- 8.11.2. Fail to record or inadequately record transactions;
- 8.11.3. Record non-existent expenditures;
- 8.11.4. Inaccurately identify liabilities;
- 8.11.5. Knowingly use false documents; or
- 8.11.6. Destroy accounting books and records.

## **9. ANTI-BRIBERY & ANTI-CORRUPTION COMPLIANCE**

9.1. The relevant compliance officer who will be responsible for all anti-bribery and anti-corruption compliance matters in The Group.



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9.2. The lines of authority for the compliance officer tasked with responsibility for overseeing the anti-corruption compliance program shall be directly to the Audit and Risk Management Committee.

9.3. The Company regards acts of bribery and corruption seriously and will take appropriate actions in the event of non-compliance of this Policy. For our Personnel, non-compliance of this Policy may lead to disciplinary action and termination of employment.

9.4. For Business Associates, non-compliance of this Policy may lead to termination of contract and claim for damages.

**10. FACILITATION PAYMENTS AND KICKBACKS**

10.1. The Group strictly prohibits facilitation payments or “kickbacks” of any kind.

10.2. Facilitation payments are typically small, unofficial payments made to secure or expedite routine government action by a government officer (such as the issuance of permits, licenses, processing visas or work permits etc.). Kickbacks are typically payments made in return for a business favor or advantage and can include discounts or other types of cash incentives.

10.3. Our Personnel and Business Associates must avoid any activity that might lead to a facilitation payment or kickback made by or on behalf of the Group to any Public Officer for any purposes.

10.4. The Company Board of Directors fully supports the Policy and expect all Personnel and Business Associates to uphold their position on anti-bribery and anti-corruption with the highest standards of ethical behavior.

**11. CHARITABLE CONTRIBUTIONS AND SPONSORSHIPS**

Any charitable contributions or sponsorships made or offered on behalf of the Group must:

11.1. Not to be related to, dependent on, or made in order to win, or influence, a business deal or decision.

11.2. Be given directly to the relevant charity or organization and not to an individual; and

11.3. The Group will conduct due diligence to ensure that the recipient of any charitable contribution or sponsorship is a legitimate body and a registered charity. The recipient will be required to provide a receipt for the contribution, and confirmation of what the funds will be used for.

**12. GIFTS, ENTERTAINMENT & HOSPITALITY**

12.1. Our Personnel and Business Associates must not directly or indirectly solicit for gifts, entertainment and hospitality from any party for themselves or for or on behalf of the Group.

12.2. The giving and receiving of gifts, entertainment and hospitality are not prohibited, if the following requirements are met:

12.2.1. It is not done with the intention of influencing, to obtain or retain or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favors or benefit;

12.2.2. It complies with applicable laws;

12.2.3. It is of reasonable value (refer to the Attached Limits of Authority), commensurate with the occasion and in accordance with general business practice;

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12.2.4. Taking into account the reason for the gift or entertainment, it is of an appropriate type and value in the applicable country/region and given at an appropriate time; and

12.2.5. It is given openly, not secretly.

### 12.3. Gifts

12.3.1. Providing gifts – All Personnel must declare to the Company if they provide gifts that are beyond the Limits of Authority (as attached herein in Attachment B) Declaration of Giving/Acceptance of Entertainment/Gifts within three (3) working days of gifting.

12.3.2. Receiving gifts – All Personnel must declare to the Company if they were offered or have received gifts that are beyond the Limits of Authority (addendum as attached herein in Attachment B) from Business Associates or Third Parties, as set out in Attachment B - Declaration of Giving/Acceptance of Entertainment/Gifts within three (3) working days of receipt. The Head of Department shall decide on the treatment of gifts based on the following:

- a) Donate the gift to charity;
- b) Register it as company property to be used generally by all employees;
- c) Display the gift in a common area;
- d) Share the consumption of the gift with employees; or
- e) Permit the gift to be retained by the employee.
- f) The treatment of gifts shall be recorded in Attachment B – Declaration of giving/ Acceptance of Entertainment/ Gifts.

### 12.4. Permitted Gifts

12.4.1. Included but not limited to corporate mementos such as plaques, pens, apparels, photo frames, calendars, flower bouquet, fruit basket, eco-bags, office and desk set, keychain, umbrellas, tumbler given or receive as a token of appreciation for the events/ activities as example below:

- a) Hosting seminars / trainings / conferences / presentations / talks or other events.
- b) Attendees as invited speakers or panelists for the company or industry related events such as seminars / training / conferences / presentations / talks or other related events.

12.4.2. Gifts that are relevant for festive occasions, culture tradition, local customs and are considered reasonable within the local community and laws. The gifts must be approved in accordance to the Limit of Authority in Attachment B.

### 12.5. Entertainment & Hospitality

Our business associates should not provide gift, entertainment and hospitality to our Personnel. All Personnel must declare to the Company if they provide/ receive any entertainment and hospitality that are beyond the Limits of Authority to/ from Business Associates, or any parties as set out in Attachment B – Declaration of Giving/Acceptance of Entertainment/Gifts within three (3) working days of receipt and submit the form to Internal Audit (IA) for record keeping.

12.6. Employees should avoid offering and/or accepting gift, entertainment and hospitality to/ from Public Officials. If a gift is deemed appropriate, a Corporate Gift for a specific purpose is encouraged as opposed to a Personal Gift. The gift, entertainments and hospitality must be reasonable that no obligation is created by the provision of the hospitality resulting in a decision to the advantage of the business and conformance with the limit value in Attachment B – Declaration of Giving/ Acceptance of Entertainment/ Gift be adhered.



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12.7. However, depending on occasion an event, you may offer or give Gifts or Hospitality subject to the exception whereby Gifts or Hospitality:

12.7.1. Personal capacity: given to the Public Official outside the course of such official's public duties and that such as Public Official has no current or future official dealings which may influence the interest of the Group. For instance, you are invited to a wedding/ festive occasion (i.e. Hari Raya, Chinese New Year, Deepavali etc) in your own capacity hosted by Public Official.

12.7.2. Public duty: provided that it is not in breach of any guidelines or codes applicable to the Public Officials, is given to the Public Officials as a token of appreciation in the course of public duty where such Public Official is officiating or attending an event, ceremony or other function hosted or organized by the Company or the Group, of a value, in any case, authority limit value in Attachment B be used as a general rule.

12.8. Permitted Entertainment

Dining and entertainment such as meals or refreshments offered or received during normal courses of business meetings or town hall forums form the local community is acceptable, provided it is reasonable and within the ethical boundaries that intend not to influence the decision outcomes of the meetings. The hospitality must be offered or received in accordance with the Limit of Authority in Attachment B.

**13. POLITICAL DONATIONS**

13.1. Political donations are strictly prohibited for all our Personnel and Business Associates to make or offer any political contributions or donations on behalf of the Company to Public Officers, political parties or political campaigns.

13.2. Our Personnel may participate in political activities in their individual capacity with their own money and at their own time but to make it clear that their individual political views and actions are personal and not reflective or representative of the Group. The Group will not reimburse any such personal political contributions.

**14. PROCUREMENT**

14.1. The Company will ensure that the procurement process is fair, transparent and free from corrupt elements, i.e. the selection process for contractors, consultants, suppliers or sub-contractors to carry out the contract.

**15. REPORTING VIOLATIONS**

15.1. The Group encourages openness and will support anyone who raises genuine concerns in good faith under this policy.

15.2. Suitable reporting channels shall be established and maintained to receive information regarding violations of this policy, and other matters of integrity provided in good faith by the Company Personnel and/or external parties.

15.3. Personnel who, in the course of their activities relating to their employment at the Group, encounter actual or suspected violations of this Policy are required to report their concerns using the reporting channels via [whistleblowing@automev.com.my](mailto:whistleblowing@automev.com.my).

15.4. Reports made in good faith, either anonymously or otherwise, shall be addressed in a timely manner and without incurring fear of reprisal regardless of the outcome of any investigation.

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## 16. AUDIT MONITORING, REVIEW & REPORTING

- 16.1. The Group will ensure the regular audits shall be conducted to ensure compliance with this Policy by Internal Audit (IA) or by an external party.
- 16.2. Non-compliance identified by auditing or risk assessment is communicated to the Audit & Risk Committee (“ARMC”) meeting in accordance to Bursa Malaysia requirement. The audit documentation should include performance improvement action plans.

## 17. TRAINING & COMMUNICATIONS

- 17.1. This Policy is a public document which shall be communicated to all our Personnel and Business Associates. Our Personnel and Business Associates must read and understand the Company’s position on anti-bribery and anti-corruption.
- 17.2. The Group shall conduct timely training via Awareness Campaign / Sharing Session / Question and Answer / Presentation Talk of Anti-Bribery and Anti-Corruption Policy to various stakeholders such as board of directors, employees, and to continuously promulgate integrity and ethics principles.

## 18. REVIEW & APPROVAL OF THE POLICY

- 18.1. This Policy will undergo periodic reviews by the Company to ensure its relevance and effectiveness in addressing ethical and operational matters. Revisions will be made as necessary to reflect evolving best practices, regulatory changes, and the needs of the Group.
- 18.2. The provisions of this Policy can be amended and supplemented from time to time by a resolution by the Board.
- 18.3. This Policy shall be disclosed on the Company’s website.

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**Attachment A**

**Staff Anti-Bribery and Anti-Corruption Declaration Form**

I, \_\_\_\_\_ (NRIC No./Passport No: \_\_\_\_\_), hereby declare that I have read and understood KHPT Group’s Anti-Bribery and Corruption Policy (“said Policy”) and the responsibilities required of me in relation to the said Policy.

I will abide by the requirements and provisions set out in the said Policy which shall be read together and forms part of my employment contract with KHPT or KHPT Group.

I understand that if I am party to any breach of the said Policy during the term of my employment, the Company may impose any one and/or combination of the following action(s) against me:

- (a) Immediate dismissal without compensation of any accrued entitlements and outstanding salary/remuneration, including superannuation; or
- (b) Demotion and a reduction of salary; or
- (c) Withholding / deferment of increment for a period to be determined by the Management; or
- (d) Suspension without pay for a maximum period of 4 weeks; or
- (e) Any other punishment which is deemed to be appropriate by the Management.

.....  
 Employee’s Signature  
 Employee’s Name:  
 Date:

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**Attachment B**

**DECLARATION OF GIVING/ ACCEPTANCE OF GIFT/ ENTERTAINMENT/ HOSPITALITY**

This declaration is made pursuant to the compliance policies and procedures imposed by KHPT Group. Employees must complete this form to declare all gifts, entertainment or hospitality as outlined in the policy and submit them to the compliance officer regardless of the price. Details below should be completed in the best knowledge.

<b>Individual Particulars</b>	
Name:	
Position:	
Division/ Department:	
Declaration date:	
<b>Details of Gift/ Entertainment/ Hospitality</b>	
Date offered/ provided:	
Describe the gift/ entertainment/ hospitality offered/ provided:	
Estimated or actual value:	
Offered by/ Provided to: -	
Name :	
Position :	
Organization :	
Reason for accepting/ providing the offer and the relationship with the provider/ receiver.	
Is the offer a festive gift? Provide details if so.	
<b>Treatment of Gifts Received (Only Applicable for Gifts Received)</b>	
	Please "✓" One
1. Donate the gift to charity	<input type="checkbox"/>
2. Register it as company property to be used generally by all employees	<input type="checkbox"/>
3. Display the gift in the common area	<input type="checkbox"/>
4. Share the consumption of the gift with employees	<input type="checkbox"/>
5. Permit the gift to be retained by the employee	<input type="checkbox"/>
6. Others (Please specify):	<input type="checkbox"/>
Signature of Recipient/ Provider:	Date:
<b>Approval from Head of Department: Approved/ Not Approved</b>	
Comments:	
Signature of Head of Department:	Date:
<b>Acknowledgement from Compliance Officer</b>	
Comments:	
Signature of Compliance Officer:	Date:

*Note: To submit within three (3) working days of receipt to Internal Audit ("IA") for record keeping.*

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	<b>ANTI-BRIBERY &amp; ANTI-CORRUPTION POLICY</b>	EFFECTIVE DATE	13.01.2025
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**Limits of Authority (LOA)**

- a) Authority Limits for **GIVING** of Gifts, Entertainment or Hospitality for Public Officers and Other Business Associates.

No	Category	Authority Limit (in a single receipt)
1	Top Management	RM3,000
2	Key Management	RM1,000
3	Managerial	RM500

- b) Authority Limits for **RECEIVING** of Gifts, Entertainment or Hospitality for Public Officers and Other Business Associates.

No	Category	Authority Limit (in a single receipt)
1	Top Management	RM1,000
2	Key Management	RM500
3	Managerial	RM300