ARVEX BERHAD

[Registration No. 202501045449 (1646857-P)]

ANTI-BRIBERY AND ANTI-CORRUPTION

POLICY

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ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

1.0 INTRODUCTION

Arvex Berhad ("Arvex" or the "Company") and its subsidiaries (collectively, "**Arvex Group**"), has adopted a zero-tolerance policy against all forms of fraud, Bribery and Corruption. Arvex Group's Code of Conduct and Ethics (Section 13) has set out Arvex Group's core principles in this regard. Arvex Group's Anti-Bribery and Anti-Corruption Policy (hereinafter referred to as the "**ABAC Policy**") elaborate upon those principles, providing guidance to all parties as stated in Section 2 below ("**stakeholders**") on how to deal with improper solicitation, bribery and other corrupt activities and issues that may arise in the course of business.

This ABAC Policy is not intended to provide definitive answers to all questions regarding Bribery and Corruption. Rather, it is intended to provide stakeholders, particularly employees with a basic introduction to how Arvex Group combats Bribery and Corruption in furtherance of Arvex Group's commitment to lawful and ethical conduct at all times. Please contact Arvex Group's General Manager ("**GGM**") immediately if you need clarifications about the scope of applicable laws or the application of Arvex Group's policies concerning the fight against Bribery and Corruption.

Engaging in bribery or corrupt practices can have severe consequences for you and for Arvex Group. You may face dismissal, fines and imprisonment, and the company may face damage to reputation, financial loss and disbarment from business and other negative consequences.

Any person who commits an offence under sections 16, 17, 20, 21, 22 and 23 of the MACC Act, shall on conviction be liable to:-

(a) imprisonment for a term not exceeding twenty years; and
(b) a fine of not less than five times the sum or value of the gratification which is the subject matter of the offence, where such gratification is capable of being valued or is of a pecuniary nature, or ten thousand ringgit, whichever is the higher.

If a commercial organisation is found guilty under Section 17A, the penalty under Section 17A (2) is a fine of not less than 10 times the value of the bribe or RM1 million, whichever is higher, or imprisonment for up to 20 years, or both.

This ABAC Policy is available on the Company's website at www.arvex-my.com.

2.0 SCOPE OF APPLICATION

This ABAC Policy is intended to apply to:-
(i) the Group and all of its Employees and Intermediaries;
(ii) the Group's business dealings with private and public sector entities, including their Employees and Intermediaries; and
(iii) all the jurisdictions in which the Group operates.

Although this ABAC Policy is specifically written for Arvex Group's Employees, Arvex Group expects that contractors, sub-contractors, distributors, suppliers, customers, business associates/contacts/partners, consultants, advisers, agents, representatives and others performing work or services for or on behalf of Arvex Group will comply with it where relevant when performing such work or services.

This Policy should be read together with Arvex's Code of Conduct and Ethics and Whistleblowing Policy and Procedures and the Malaysia Anti-Corruption Commission Act 2009. If a law conflicts with this ABAC Policy, you should comply with the law. If you have any questions about any of these conflicts, please consult the GGM.

The above scope of application is not exhaustive.

3.0 DEFINITIONS

For the purpose of this ABAC Policy, the following definitions are adopted:

(a) "**Board**" refers to the Board of Directors.

(b) "**Bribery and Corruption**" is defined as any action which would be considered as an offence of giving or receiving gratification under the MACC Act.

(c) "**Business Associate**" is any third party whether an individual, enterprise, or any form of incorporated legal entity by whatever name who does not have an employment relationship with Arvex Group but some degree of involvement in Arvex Group's business dealings. Business associates provide services to or on behalf of Arvex Group and include but not limited to suppliers, appointed distributors, agents, contractors, logistics service providers, information technology or information system vendors, event management companies, external company secretaries, lawyers and consultants.

(d) "**CCE**" refers to Code of Conduct and Ethics.

(e) "**CSR**" refers to Corporate Social Responsibility.

(f) "**Director**" is a director (executive and non-executive) of the companies within Arvex Group, except otherwise stated in this ABAC Policy

(g) "**Donation**" refers to charitable contributions made in cash or in kind to support the community.

(h) "**Employee(s)**" or "**You**" means all board of directors, executive officers, members of management, regular employees and contractual employees having employment relationships with Arvex Group, as well as temporary staff and seconded employees working under the control and supervision of Arvex Group.

(i) "**Family member**" includes spouse(s), children (including stepchildren and adopted children), parents, step-parents, siblings, step-siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins, as well as any other persons who are members of the household.

(j) "**Gratification**" is defined in the MACC Act as:

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).

(k) "**GEHT**" collectively refers to Gifts, Entertainment, Hospitality and Travel.

(l) "**Arvex Group**" refers to Arvex and its subsidiaries.

(m) "**MACC Act**" refers to the Malaysia Anti-Corruption Commission Act 2009 and any statutory modification, amendment or re-enactment thereof for the time being in force.

(n) "**Public Official**" - the definition under the Appendix (v) and (iv) of the Guidelines on Adequate Procedures issued by the Prime Minister's Department, as adopted by Arvex Group.

(o) "**Sponsorship**" refers to the provision of financial support to sports, arts, entertainment or other causes for business objectives and usually for brand or reputation management purposes.

(p) "**SOP**" refers to Standard Operating Procedures.

4.0 CONFLICT OF INTEREST

Arvex Group expects all Employees of Arvex Group to act in accordance with the highest standards of personal and professional integrity in all aspects of their duties and employment.

Arvex Group's CCE (Section 11) set out the general conduct and behaviour of the Employees in respect of Conflict of Interest in discharging their functions and duties as follow:-

- The Company expects all Employees to give their fullest attention, dedication and efforts to their duties and the Company at all times.
- Employees are prohibited from using their position or knowledge gained directly or indirectly in the course of their duties and responsibilities or employment for private or personal advantage.
- In this respect, an Employee who may have a potential or actual conflict of interest is obliged to disclose the conflict promptly to the Chairman of the Board (in the case of any Director) or Arvex Group's Head of Human Resource Department or Employee's Head of Department (in all other cases) so that a determination can be made to the existence and seriousness of an actual conflict. When in doubt, Employees shall adopt the highest standard of conduct.

Even if refusal of the gift and/ or hospitality is considered disrespectful or may offend the other party, the gift must be politely returned with a note of explanation of the Group's "no gift" policy if there is a potential conflict of interest situation.

5.0 GIFT, ENTERTAINMENT, HOSPITALITY AND TRAVEL

Arvex Group's CCE (Section 12) set out the general conduct and behaviour of Employees in respect of GEHT in discharging their functions and duties as follow:-

- Employee should not give or accept gifts or any other benefit or privilege that would in any way influence or appear to influence any business decision or gain an unfair advantage.
- The situation in which the GEHT is received or given should not be connected with contractual negotiations, tender awards or similar circumstances.

The intention behind the GEHT should always be considered, so that it does not create an appearance of bad faith and impropriety and should not be misunderstood by others to be a bribe.

The Group should not solicit any GEHT benefits from any Business Associate directly or indirectly, should avoid from offering and/or accepting GEHT from Public Officials without prior approval from the Chairman of the Board.

6.0 CORPORATE SOCIAL RESPONSIBILITY, DONATIONS AND SPONSORSHIPS

Arvex Group is committed to contributing to the well-being of the people and the local communities where it operates. It is however important that all CSR initiatives, donations and sponsorships are made in accordance with Arvex Group policies and upon approval by the Chairman of the Board.

6.1 Corporate Social Responsibility

As part of our commitment to CSR and sustainable development, Arvex Group supports CSR initiatives as part of our contribution to the communities and the environment in which we operate in. However, requests for such contribution must be carefully examined and not to be made to improperly influence a business outcome or secure a business advantage.

The proposed recipient must be a legitimate organisation and appropriate due diligence must be conducted in particular to ascertain whether any Public Officials are affiliated with the organisation.

Any red flags must be resolved before committing any funds to the programme. Even requests determined to be legitimate must be carefully structured to ensure that the benefits reach their intended recipients.

6.2 Donations and Sponsorships

All Employees must ensure that all donations and sponsorships are not used as a subterfuge for bribery or used to circumvent or avoid any of the provisions of the CCE (Section 13).

In accordance with Arvex Group's commitment to contribute to the community coupled with its values of integrity and transparency, all donations and sponsorships must be in good faith and in compliance with Arvex Group's CCE and this ABAC Policy.

All donations and sponsorships must comply with the following:

(a) ensure all donations and sponsorships are allowed by applicable laws;

(b) obtain all the necessary internal authorisation and / or external authorisation, if required;

(c) be made to well-established entities having an adequate organisational structure to guarantee the proper administration of the funds;

(d) be accurately stated in the company's accounting books and records;

(e) not to be used as a means to cover up an undue payment or bribery.

7.0 POLITICAL CONTRIBUTIONS

In addition to the Policy & Guidelines set out in the CCE (Section 13), as a matter of general policy, Arvex Group does not make or offer monetary or in-kind political contributions to political parties, political party officials or candidates for political office.

In very limited circumstances, if any contribution is to be made, it must be approved by Chairman of the Board, permissible under applicable laws and must not be made with any promise or expectation of favourable treatment in return and must be accurately reflected in the contributor's accounting books and records.

8.0 FACILITATION PAYMENT

A facilitation payment is defined as payments made to secure or expedite the performance by a person performing a routine or administrative duty or function. Facilitation payments need not involve cash or other financial assets; it can be any sort of advantage with the intention to influence the other party in his duty.

Arvex Group prohibits accepting or obtaining, either directly or indirectly, facilitation payments from any person for the benefit of the employee himself or for any other person who is subject to the CCE. The reason underlying this prohibition is that facilitation payment is seen as a form of Bribery and Corruption.

All Employees subject to the CCE must not offer, promise, give, request, accept or receive anything which might reasonably be regarded as a facilitation payment. If you receive such a request or if you are offered facilitation payments, you must report to your respective Head of Department.

<u>An exception to making facilitation payment</u>

However, there are certain situations or circumstances where you are faced with having to make facilitation payments in order to protect your life or liberty. In dangerous situations like this, you are allowed to make payments but you must immediately report to the

Chairman of the Board. Making facilitation payment in such a situation is the only exception which can be used as a defence when faced with allegations of Bribery and Corruption.

9.0 DEALING WITH EXTERNAL PARTIES

Arvex Group's dealings with its Business Associate, joint venture partners, introducers / government intermediaries, Public Officials etc., must be carried out in compliance with all relevant laws and consistent with the values and principles of the CCE. As part of this commitment, all forms of Bribery and Corruption are unacceptable and will not be tolerated.

Arvex Group expects that all external parties acting for or on its behalf to share its values and ethical standards as their actions can implicate Arvex Group legally and tarnish its reputation. Therefore, where we engage with external parties, we are obligated to conduct appropriate counterparty due diligence to understand the business and background of any prospective business counterparties before entering into any arrangements with them to ensure that we are dealing with counterparties that subscribe to acceptable standards of integrity in the conduct of their business. The selection consideration and criteria are guided by SOP established by the respective operating companies.

To help ensure that we conduct business with external parties that share Arvex Group's standards of integrity, we must:

(a) Conduct due diligence such as background checks on the person or entity, document verification or conducting interviews with the person or entity to be appointed, and not to enter into any business dealings with any external party reasonably suspected of engaging in bribery and improper business practices unless those suspicions are investigated upon and resolved.

(b) Ensure all external parties are made aware of Arvex Group's CCE, this ABAC Policy and our expectations of them.

(c) Continue to be aware of and to periodically monitor external party performance and business practices to ensure ongoing compliance.

If at any point during the due diligence exercise or in the dealings with an external party, there are conflicts of interest or **"red flags"** raised, these would warrant further investigation and must be sufficiently addressed before the engagement of the external party can progress.

Examples of common "red flags" involving external parties include:

(a) The transaction involves a country known for a high incidence of corrupt payments.

(b) Family member, business or other "special" ties with government or Public Officials.

(c) A reference check reveals a flawed background or a reputation for getting "things done" regardless of the circumstances or suggests that for a certain amount of money, the external party can fix the problem.

(d) Objection to Anti-Bribery and Anti-Corruption representations and warranties in commercial agreements or negative response when informed of such requirements.

(e) Convoluted payment arrangements such as payment in cash, payment to another external party or to accounts in other countries or requests for upfront payment for expenses or other fees.

(f) The external party requires that his /her identity not be disclosed as part of the business transaction.

(g) Inadequate credentials for the nature of the engagement or lack of an office or an established place of business.

All Business Associate are required to adhere to industry best practice and accepted standards of behavior and are required to execute the Anti Bribery and Anti-Corruption Declaration Form as set out in Appendix I.

Arvex Group requires its Employees to use good judgment and common sense in assessing the integrity and ethical business practices of external parties and has provided the above precautions as a guideline.

Employees should seek advice from the GGM whenever any questions arise relating to external parties that Arvex Group has appointed or is considering appointing.

9.1 Dealing with Contractors and Suppliers

In line with the general principles of the CCE, Arvex Group is committed to upholding the highest standard of ethics and integrity in all aspects of its procurement activities. Arvex Group should avoid dealing with any contractors or suppliers known or reasonably suspected of corrupt practices or known or reasonably suspected to pay bribes.

Arvex Group must ensure that all procurement activities are in line with the SOP of the respective operating companies, which include:

(a) Due diligence of contractors and suppliers is undertaken before they are registered / licensed with Arvex Group.

(b) Contractors and suppliers are made aware of and understand the CCE and this ABAC Policy and that they will comply accordingly. This is communicated through the ABAC Declaration Form.

(c) Monitor contractors and suppliers as part of their regular review of the performance of the external party.

Screening should be conducted on the company, its directors and top management as part of the due diligence process and procedures established in the company. The scope and extent of the due diligence required will vary depending upon the circumstances of each transaction, any red flag identified and the result of the corruption risk assessment process.

Arvex Group should also monitor significant contractors and suppliers as part of their regular review of the performance of the external party. Arvex Group has the right to

terminate their services in the event that these external parties pay bribes or act in a manner which is inconsistent with Arvex Group's CCE and this ABAC Policy.

If any red flags are raised, these issues must be resolved. If it is not possible then the company must be barred from being on the list of registered or licensed contractors / suppliers and /or disqualified from participating in any Arvex Group tender / purchasing activity.

Due Diligence Checklist for Contractors and Suppliers

Arvex Group's procurement function must follow the following procedures when dealing with contractors and suppliers:

(a) Perform a risk assessment;

(b) Undertake due diligence on the third party depending on the result of the risk assessment performed; and

(c) Preparing and maintaining appropriate written documentation of the due diligence and risk assessment performed.

9.2 Significant Investments, Acquisitions or Mergers

Arvex Group undertakes due diligence in evaluating investments, acquisitions or mergers to ensure compliance with Anti-Bribery and Anti-Corruption laws. The guidelines for companies on undertaking Anti-Bribery and Anti-Corruption due diligence in the course of investments, acquisitions or mergers are as follows:

(a) Anti-bribery due diligence is considered on a proportionate basis for all investments but on a risk-based approach, with the level of due diligence being proportionate to the investments and the perceived likelihood of risk of bribery.

(b) The level of Anti-Bribery and Anti-Corruption Due Diligence for the transaction commensurate with the bribery risks.

(c) Anti-Bribery and Anti- Corruption Due Diligence starts sufficiently early in the due diligence process to allow for adequate due diligence to be carried out and for the findings to influence the outcome of the negotiations or stimulate further review if necessary.

(d) The partners or the Board to provide commitment and oversight to the due diligence reviews.

(e) The information gained during the Anti-Bribery and Anti-Corruption Due Diligence is conveyed efficiently and effectively to the company's management.

What to look for in an Anti-Bribery and Anti-Corruption Due Diligence:

(a) Has bribery taken place historically?

(b) Is it possible or likely that bribery is currently taking place?

(c) If so, how widespread is it likely to be?

(d) What is the commitment of the Board and top management of the targeted party to countering bribery?

(e) Does the targeted party have in place an adequate Anti-Bribery and Anti-Corruption programme to prevent bribery?

(f) What would the likely impact be if bribery, historical or current, were discovered after the transaction had completed?

9.3 Dealing with Vendors or Agents

Arvex Group undertakes due diligence in evaluating the appointment of Vendors / Agents to ensure compliance with Anti-Bribery and Anti-Corruption laws and the provision of this ABAC Policy. The guidelines for companies prior to entering into a contract / agreement with Vendors / Agents are as follows:

(a) There is a valid business case for appointing Vendors / Agents and the appointment must be approved by the management of the respective operating companies.

(b) The fees paid to Vendors / Agents are reasonable and justifiable in relation to the services rendered.

(c) Payment will only be paid to the appointed Vendor / Agent and not to another third-party organization or individual.

(d) Vendors / Agents are made aware of and understand the CCE and this ABAC Policy and that they will comply accordingly.

(e) Arvex Group will have the right to terminate the Vendor's / Agent's agreement if the Vendor / Agent has acted in a manner inconsistent with the provisions of this ABAC Policy.

9.4 Dealing with Public Officials

In general, all Employees are to ensure that the GEHT benefits provided to/accepted from the Public Official is not excessive, lavish, commensurate with the official designation of the Public Official and not for/from his/her personal capacity.

Arvex Group's CCE (Section 12) sets out the general conduct and behaviour of Employees in respect of GEFT in discharging their functions and duties.

All Employees are prohibited from paying for non-business travel and hospitality expenses for any government official or his / her family member / household members without prior approval from the Chairman of the Board.

10.0 FINANCIAL AND NON-FINANCIAL CONTROLS

Arvex Group has already in place the financial and non-financial controls to address various business processes and payments to third parties /Business Associate.

Some of the key controls that must be strictly complied with and enforced are:

10.1 Financial Controls

(a) Authority Limits

Arvex Group's Procurement Policy (Section 1.1.3) sets out Arvex Group's authority limits in this regard.

(b) Bank Signatories & Signing Limits

Any request for the opening of a new bank account, the closing of account and revision of authorised signatories / signing limits are subject to the approval by the Chairman of the Board upon verification by the Chief Financial Officer.

(c) Payment for Completed Works / Services / Supplies

Payment can only be made to the contracting party and not any other third party or individual.

Proper segregation of duties, verification, authorisation, approval and supporting documents must be in place in the following processes before payment can be made:

(i) Approved Purchase Order / Agreement / Contracts,

(ii) Certified work done, services rendered or goods of the right specifications / quality are received by the company,

(iii) Valid and original invoices from the Business Associate with quantity and unit price reconciled and matched to (i) and (ii) above via system or manual control.

10.2 Non-Financial Controls

(a) Pre-qualification process

A pre-qualification and approval processes are in place to evaluate the potential third party / Business Associate in terms of their capacity to undertake the work, company / directors / shareholders' background, potential conflicts of interest and the risk / likelihood of their participation in unethical business practices / corruption such as forming a cartel to inflate and fix the prices.

This due diligence should be undertaken prior to entering into a contract with the Business Associate. The scope and extent of the due diligence required will vary depending on the circumstances/ nature of each transaction, any red flag identified, the result of the risk assessment process and audit issues highlighted by Internal Audit.

(b) Fair competitive process

A fair competitive process is in place where several qualified Business Associates are invited to compete on price, terms, technical, delivery and quality aspects. A minimum number of pre-qualified Business Associate invited to quote or tender must be established in order to reduce the risk of corruption or forming a cartel among them. In the event of non-compliance with the policy such as a single source, sole source or less than minimum 3 quotations, exceptional approval by management must be obtained with proper written justifications. Tender Committee has also been established to oversee the procurement and tender process.

Arvex Group is also expected to continuously explore and develop other potential sources of supply in the market in order to widen the existing pool of qualified Business Associate. In addition, the procurement process must also take into consideration the integrity of the tenders / quotations and other price-sensitive information by restricting access to authorised personnel only such as usage of sealed envelope and / or tender box under dual lock and key.

(c) Payments to be made to Business Associates are reasonable and proportionate to the work, services or supplies to be carried out.

Reasonable and proportionate steps are taken (such as via fair competitive process or benchmarking to the market) to ensure that we are not paying unusual or unexplained payment to a Business Associate which could possibly indicate a corrupt transaction. This is particularly important where there is a risk that the Business Associate may use part of the payment made to pay a bribe on behalf of or for the benefit of Arvex Group.

Some of the examples of potential **red flags or areas of high corruption risk** may include but are not limited to:

(i) Unreasonable, unjustifiable or unsupported **variation orders**, an extension of time, changes of specifications after tender, project payments.

(ii) The operating company may be requested by the Business Associate to **appoint a preferred supplier nominated by the Business Associate** at higher than market price and / or without a valid business reason.

(iii) An unusually high amount of **commission / fees** (e.g. beyond the market / norm) paid or given to a Business Associate.

11.0 RECRUITMENT OF EMPLOYEES

Arvex Group, being a diversified business group, provides equal opportunity for any qualified and competent individual to be employed by Arvex Group from multicultural and multiracial backgrounds, sourced either externally or locally.

The recruitment of employees should be based on an approved selection criterion to ensure that only the most qualified and suitable individuals are employed. This is crucial to ensure that no element of corruption is involved in the hiring of employees. In line with this, detailed background checks such as criminal, bankruptcy, financial (credit rating) and

reference checks will be conducted when hiring employees for management positions, as they would be tasked with decision-making obligations.

Please contact the Head of Human Resource Department if you need further clarification.

12.0 WHISTLEBLOWING POLICY AND PROCEDURES

Arvex Group encourages openness and transparency in its commitment to the highest standard of integrity and accountability.

Employees and Business Associate who encounter actual or suspected violations of this Policy are required to report their concerns. The parties are responsible to ensure that suspected Bribery and Corruption incidents are reported promptly via the procedures set out in the Whistleblowing Policy which is made available in the Group's website.

If you make a report or disclosure about any actual or perceived bribery or corruption in good faith, belief, without malicious intent, that a breach or violation as aforesaid may have occurred or is about to occur, you will be accorded the protection of confidentiality, to the extent reasonably practicable, notwithstanding that, after investigation, it is shown that you were mistaken. In addition, employees who whistle blow internally will also be protected against detrimental action for having made the disclosure, to the extent reasonably practicable.

Such reports would be addressed in a timely manner and without incurring fear of reprisal regardless of the outcome of any investigation. Further details can be found under the following policies:

(a) Whistleblowing Policy and Procedures
(b) CCE

Any alleged or suspected improper conduct must be disclosed using the procedures provided for in the Arvex Group Whistleblowing Policy and Procedures, a copy of which is available from the Human Resource Department or Arvex Group website at www.arvex-my.com.

Any Employees and Business Associate with a concern or complaint may submit their concern or complaint directly in writing to the Chairman of Audit Committee ("**AC**") or Independent Directors ("**ID**") at:

Address: Wisma Pang Cheng Yean, Lot 5205C,
Jalan Perindustrian Balakong Jaya 1/3,
Kawasan Perindustrian Balakong Jaya,
43300 Seri Kembangan, Selangor

E-mail: whistle@arvex-my.com

13.0 RECORD KEEPING

Arvex Group shall maintain a register to record all GEHT, Donations or Sponsorships for audit purposes. Such register should state the gift's nature, its value, the name of the provider, name of the recipient, reason or occasion for the gift.

Appropriate internal controls are in place to safe-keep, archive, retrieve, retain and store these records and substantiate the business reason for making payments to Business Associate. All accounts, invoices, documents and records relating to dealings with Business Associate must be prepared, updated in a timely manner and maintained with accuracy and completeness together with its supporting documents in accordance with statutory and regulatory requirements. No accounts are to be kept "off-book" to facilitate or conceal improper payments.

All registers should be recorded in a prompt, accurate and timely manner when the transaction is received/made and in reasonable detail. In addition, all records pertaining to the ABAC Policy / Framework / Programme and Adequate Procedures related discussion, decision and activities must also be properly retained such as minutes of the meeting.

14.0 MANAGING AND IMPROVING ANTI-BRIBERY AND ANTI-CORRUPTION FRAMEWORK

Arvex Group will take continuous steps to review and improve the Anti-Bribery and Anti-Corruption programme in order to ensure that the programme is adequate to manage the corruption risks and ensure that the programme is being implemented effectively. In respect of this ABAC Policy, it will be reviewed at least once in every three (3) years or as and when there is any change to the prevailing Laws and Regulations or operating environment of Arvex Group.

(a) On-going review and improvement

The Risk Management Working Group ("RMWG") to monitor and assess on an ongoing basis whether the Anti-Bribery and Anti-Corruption programme is:

(i) adequate to manage effectively the corruption risks faced by Arvex Group; and
(ii) being implemented effectively.

In doing so, the RMWG should take into account any weaknesses, deficiencies or recommendations for improvement in the programme which have been identified through Risk Management Committee, reports from Internal Audit / other Departments and the Board review. The RMWG will provide a written report at regular intervals to the Board on the adequacy and implementation of the Anti-Bribery and Anti-Corruption programmes.

(b) Periodic audit

The RMWG's on-going review will be assisted by Internal Audit. Both functions will liaise with each other so as to ensure that their action plans are the complementary and able to cover a wider scope of coverage particularly on areas of high corruption risk.

(c) Board review

The Board will:

(i) review regularly the RMWG report, Internal Audit report and other relevant reports related to corruption risks.

(ii) ensure that appropriate actions are taken to:
- rectify any weaknesses or deficiencies identified,
- implement appropriate improvements to the programme.

15.0 COMMUNICATION AND TRAINING

15.1 Communication of ABAC Policy and Programmes

The ABAC Policy shall be communicated to all Employees and be published on Arvex Group's website. All Employees are also required to sign a document that they have received, read and understood the ABAC Policy and shall comply with it.

The communication of this ABAC Policy and programmes to all Employees and Business Associates can be conducted in a variety of formats and mediums. These may include, but are not limited to:

(i) messages on Arvex Group's website;
(ii) emails, newsletters, posters;
(iii) code of business conduct and employee's handbooks;
(iv) seminars or messages; and
(v) town-hall sessions.

15.2 Training

Arvex Group will provide appropriate Anti-Bribery and Anti-Corruption training on a regular basis to all relevant employees to make them aware of the types of corruption they could encounter, the risks of engaging in corrupt activities, the ABAC Policy and procedures and the reporting channel.

The training can be conducted in a variety of formats, which may include but not limited to:

(i) induction programmes for new recruits featuring anti-corruption elements;
(ii) refresher trainings / briefings for existing employees;
(iii) corporate training programmes, seminars, videos and in-house courses; and
(iv) intranet or web-based learning programmes.

This Anti-Bribery and Anti-Corruption Policy has been approved and adopted by the Board on 28 August 2026.

APPENDIX 1

(TO BE EXECUTED ONTO THE LETTERHEAD OF THE BUSINESS ASSOCIATE)

Anti-Bribery and Anti-Corruption Declaration Form

Our company, _____ (Company Name), (which includes its Directors, officers and Employees who intend to conduct business transaction(s) with Arvex Berhad (the "**Company**") and its subsidiaries, here-in-after referred to as "**Arvex Group**" hereby confirm that:

1. PLEDGE, COMMIT AND UNDERTAKE THAT:

   A. We have read and understood, and will comply with:

      (i) All applicable laws and regulations relating to anti-bribery, anti-corruption and fraud ("**Applicable Laws**"); and

      (ii) The following anti-corruption principles promoted by the Malaysian Anti-Corruption Commission ("**MACC**"):

         (a) Committing to promoting values of integrity, transparency and good governance;
         (b) Strengthening internal systems that support corruption prevention;
         (c) Comply with rules and regulations relating to fighting corruption;
         (d) Fighting any form of corrupt practice; and
         (e) Supporting corruption prevention initiatives by the Malaysian Government, MACC and other authorities within the country jurisdiction we operate.

      to the best of our knowledge (collectively referred to as the "**Provisions**").

   B. A copy of the Anti-Bribery and Anti-Corruption ("**ABAC**") Policy was provided and we have read and understood the policy (A copy of the policy is available on www.arvex-my.com). We agree and undertake to abide by all the terms and condition of the ABAC Policy at all times.

   C. We shall not, through any of our representatives, agents or any persons associated to us, commit any corruption offence or breach any of the Applicable Laws and/or the Provisions. We shall not encourage any corruption elements within our business practices, activities, operations and transactions.

   D. We have not been convicted nor are we subjected to any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach of the Applicable Laws and/or the Provisions and will report any actual or suspected breach of the Applicable Laws and/or the Provisions as soon as reasonable practicable and to the extent permitted by Law, to Arvex Group resulting from any business collaboration.

   E. We have not been and are not listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contract.

F. We shall take all measures and implement appropriate measures to ensure compliance with the Applicable Laws and the Provisions.

2. AGREE THAT:

A. If we have reasonable grounds to suspect any actual or suspected breach to the ABAC Policy, we shall report such act to Arvex Group as soon as reasonably practicable.

B. In the event that we are in breach of the ABAC Policy or the Applicable Laws and/or the Provisions, Arvex Group may immediately revoke / terminate the contract / agreement awarded or terminate the contract in relation to our business transactions without any liability whatsoever on the part of Arvex Group to us. This is without prejudice to any other rights or remedies that Arvex Group may have or any other appropriate action which Arvex Group may seek under the terms of the applicable contract / agreement or the Applicable Laws and/or the Provisions.

C. In the event that we are in breach of any of the above sections, the Applicable Laws or the Provisions, we shall indemnify Arvex Group against all forms of damages and/or liabilities, whether criminal or civil, if any legal action was brought against Arvex Group in relation to the breach.

D. Should any person attempt to solicit any bribe or advantage (whether financial or otherwise) from us or any other person connected to us either as an inducement or incentive for us to be selected for a proposed business transaction with Arvex Group or as a reward, gift, or bonus or where we have reasonable grounds to suspect any breach of the obligations in this Anti-Bribery and Anti-Corruption Declaration or any Applicable Laws, we will report such act to Arvex Group as soon as reasonably practicable.

E. We are fully informed on the Whistleblowing Policy and Procedure and the channels which are available to us as an avenue to report any misconducts or incidents in relation to the commercial transaction(s) between Arvex Group and us.

Yours sincerely,

_____

Name of Company Director (or Equivalent):
NRIC / Passport:
Position/Designation:
Name of Company:
Company stamp:

Date: