



# SKYECHIP BERHAD

Registration No. 201901014484 (1323812-D)  
(Incorporated in Malaysia)

# Anti-Bribery & Corruption Policy

## Revision History

Revision	Revision Description	Author	Approved by	Effective Date
00	NEW Document	Management	Board	24 October 2025
01				
02				

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## 1. Introduction

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1.1 SkyeChip Berhad (“**SkyeChip**” or “**Company**”) and its subsidiaries (“**SkyeChip Group**” or “**Group**”) are committed to conducting their businesses in an ethical, responsible, transparent and efficient manner. Hence, the Board of Directors of the Company (“**Board**”) inspires to reinforce good governance, preventive systems and ensuring compliance with procedures, code of conduct and relevant laws in force in the Group. This Anti Bribery & Corruption Policy (“**Policy**”) is an initiative to contribute toward anti bribery and corruption efforts within the Group.

### 1.2 Principles

1.2.1 With corporate integrity as our core value, we take a zero-tolerance approach in preventing corruption practice such as bribes, kickbacks, gifting, embezzlement, fraud, misappropriation of property and any other actions intended to influence any third party from enriching oneself to the detriment of the Group.

1.2.2 We will uphold all laws relevant to countering corruption. We remain bound by the laws of Malaysia, including the Malaysia Anti-Corruption Commission Act 2009 (“**MACC Act**”) and any amendments or re-enactments that may be made by the relevant authority from time to time, in respect of our conduct both in Malaysia and abroad.

1.3 This Policy provides guidance to all parties as stated in Section 3 below (“**stakeholders**”) on how to deal with improper solicitation, bribery and other corrupt activities and issues that may arise in the course of business.

1.4 This 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 the Group combats bribery and corruption in furtherance of the Group’s commitment to lawful and ethical conduct at all times. Please contact the GHR immediately should you require clarification on the scope of applicable laws or the application of this Policy in the fight against bribery and corruption.

1.5 Any employees of the Group who commit an offence by engaging in bribery or corrupt practices may face dismissal, fines and/or imprisonment, and the Group may face damage to its reputation, financial loss and other negative consequences.

1.6 Any person who commits an offence under the MACC Act, shall on conviction be liable to imprisonment for a term not exceeding 20 years; and a fine not less than 5 times the sum or value of the gratification which is the subject matter of the offence, or RM10,000, whichever is the higher, or a combination of both.

1.7 A commercial organisation commits an offence if a person associated with the commercial organisation corruptly gives, agrees to give, promises or offers to any person any gratification whether for the benefit of that person or another person with intent to obtain or retain business for the commercial organisation or to obtain or retain an advantage in the conduct of the business for the commercial organisation. Upon conviction, a commercial organisation can be liable to a fine of not less than 10 times the sum or value of the gratification which is the subject matter of the offence or RM1 million, whichever is higher, or to imprisonment for a term not exceeding 20 years, or a combination of both.

## 2. Objective

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- 2.1 The main objectives of this Policy are:
- (a) to ensure employees of the Group discharge their duties in an ethical, responsible, transparent and efficient manner and free from corruption;
  - (b) to create a working environment that practices a work culture of integrity and to enhance the trust and confidence of the Group's stakeholders; and
  - (c) provide guidance on how to recognise bribery and corruption and to set out the procedures on how to raise concerns on breaches of this Policy without fear of reprisal.

## 3. Definitions and Interpretations

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- 3.1 In this Policy, the following shall apply:

**“Act”** means the Companies Act 2016 and any amendments made thereto from time to time.

**“ARMC”** or **“Committee”** means the Audit & Risk Management Committee of the Board.

**“Associate”** means an external party with whom the Group has established or plans to establish some form of business relationship. Associate may be an individual, enterprise, or any form of incorporated legal entity by whatever name who does not have an employment relationship with the Group but some degree of involvement in the Group's business dealings. Associates provide services to or on behalf of the Group and include but not limited to suppliers, appointed distributors, agents, contractors, sub-contractors, agents, logistics service providers, information technology or information system vendors, event management companies, external company secretaries, lawyers and consultants.

Associate (in relation to a person) is defined in the MACC Act to mean the following:

- (a) any person who is a nominee or an employee of such person;
- (b) any person who manages the affairs of such person;
- (c) any organisation of which such person, or any nominee of his, is a partner, or a person in charge or in control of, or has a controlling interest in, its business or affairs;
- (d) any corporation within the meaning of the Act, of which such person, or any nominee of his, is a director or is in charge or in control of its business or affairs, or in which such person, alone or together with any nominee of his, has or have a controlling interest, or shares to the total value of not less than thirty per centum of the total issued capital of the corporation; or
- (e) the trustee of any trust, where— (i) the trust has been created by such person; or (ii) the total value of the assets contributed by such person to the trust at any time, whether before or after the creation of the trust, amounts, at any time, to not less than twenty per centum of the total value of the assets of the trust.

“**Board**” means the Board of Directors of the Company.

“**Board Committees**” means collectively, the ARMC, Nomination Committee and Remuneration Committee.

“**Bribery**” means the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action, which is illegal, unethical, or a breach of trust or to refrain from acting. Bribery can be a financial or in-kind undue advantage that can be paid directly or through intermediaries.

“**Bursa Securities**” means Bursa Malaysia Securities Berhad.

“**CEO**” means the Chief Executive Officer of the Company and who may or may not be a member of the Board.

“**CoCE**” refers to Code of Conduct and Ethics.

“**Conflict of interest**” occur when individual activities or personal relationship interfere with one’s ability to rationally, fairly and objectively discharge his or her job duties and make commercial decisions in the best interest of the Group. Some examples include, but not limited to, the following:

- (a) Employees and/or their associates have personal financial interests in customers, suppliers or competitors of the Group.
- (b) Employees and/or their associates hold a decision making position at customers, suppliers or competitors of the Group.
- (c) Employees use the Group’s resources for personal affairs or for personal gain without prior permission.

“**CSR**” refers to Corporate Social Responsibility.

“**Director**” includes all independent and non-independent directors, executive and non-executive directors of the Group and shall also include alternate or substitute directors.

“**Donation**” refers to charitable contributions made in cash or in kind to support the community.

“**Employee(s)**” or “**You**” means all individuals directly employed by the Group whether on a permanent, contractual or temporary basis.

“**Family Member(s)**” shall include the Director’s or Employee’s spouse, parent, child (including adopted child and step child), brother, sister and the spouse of his/her child, brother or sister.

“**GHR**” means the Group Human Resource of the Group.

“**Gift and Hospitality**” refers to Gifts which includes goods (e.g. flowers, fruits, etc.), services, cash or cash equivalents (e.g. vouchers), or any other monetary or non-monetary offering and Hospitality which is the collective term referring to any form of accommodation, drink, meal, entertainment (e.g. golf, movies, etc.), cultural or sporting event (e.g. basketball match, golf tournament, etc.), recreation and travel or transportation.

**“Gratification”** means:

- (a) money, donation, gift, loan, fee, reward, valuable security, property or interest in the property which is a property of any description whether moveable 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 or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action 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).

**“Independent Director”** or **“ID”** or **“Independent Non-Executive Director”** is defined in accordance with Paragraph 1.01 and Practice Note 13 issued of the MMLR.

**“Key Senior Management”** or **“KSM”** refers to a person, who in the opinion of the Group, is one who generally holds highest level of management responsibility and decision-making authority within the Group and must include a person who is primarily responsible for the business operations of the Group’s core business and principal subsidiaries. Essentially, KSM is a member of the C-Suite or persons as identified as KSM.

**“Limits of Authority”** or **“Authority Matrix”** defines the decision-making and approval thresholds within the Group.

**“MMLR”** means the Main Market Listing Requirements of Bursa Securities.

**“Management”** means the management personnel of the Group.

**“Public Official”** refers to the definition under the Appendix (iv) and (v) of the Guidelines on Adequate Procedures issued by the Prime Minister’s Department, as adopted by the Group.

**“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.

“Third Party” refers to any individuals or organisation that an Associate may come into contact with during engagement with the Group and may include actual and potential clients, customers, suppliers, vendors, business contacts, agents, advisors, government and public bodies including their advisors, representative and officials.

All terms used herein are in a gender-neutral sense.

#### 4. Scope and Oversight

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- 4.1 The Board has oversight of this Policy. The management team is responsible for ensuring strict compliance with this Policy.
- 4.2 This Policy is intended to apply to:
- (a) the Group and all of its employees and intermediaries;
  - (b) the Group’s business dealings with private and public sector entities, including their employees and intermediaries; and
  - (c) all the jurisdictions in which the Group operates.
- 4.3 Although this Policy is specifically written for the Group’s employees, the Group expects compliance with this Policy by its contractors, sub-contractors, distributors, suppliers, customers, associates / contacts / partners, consultants, advisers, agents, representatives and other relevant parties performing work or services for or on behalf of the Group, where relevant, when performing such work or services.
- 4.4 This Policy should be read together with the Group’s CoCE, Whistleblowing Policy and the MACC Act. If a law conflicts with this Policy, you should comply with the law. If you have any questions about any of these conflicts, please consult GHR.
- 4.5 The above scope of application is not exhaustive.
- 4.6 The Group will strive to perform its function in a fair and transparent manner and free from corruption through the following actions:
- (a) Committing to promote values of integrity, transparency and good governance;
  - (b) Strengthening internal systems that support corruption prevention;
  - (c) Complying with laws, policies and procedures relating to combatting corruption;
  - (d) Fighting any form of corrupt practice; and
  - (e) Supporting corruption prevention initiatives by the Malaysian Government and the Malaysian Anti-Corruption Commission (“MACC”).

## 5. Corruption and Malpractice

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### 5.1 Bribery & Corruptions

- (1) Employees and parties dealing with the Group shall not accept or obtain or attempt to accept or obtain, solicit, offer, promise or give any bribe or Gratification directly or indirectly, as an inducement or reward to or from any party for doing or forbearing to do any act.

### 5.2 Facilitation payments

- (1) Facilitation payments are strictly prohibited by the Group. Employees must immediately notify and consult his/her immediate superior when faced with a request for such a payment.
- (2) Employees and parties dealing with the Group shall not accept or obtain or attempt to accept or obtain, solicit, offer, promise or give facilitation payments to secure or expedite the performance of the Employees' duties.

### 5.3 Financial and Non-Financial Controls

- (1) The Board has overall responsibility in maintaining the system of financial and non-financial controls, which provides reasonable assurance of effective and efficient operations and compliance with internal policies and procedures.
- (2) The internal audit function reviews the effectiveness of the financial and non-financial controls of all business and support units and subsidiaries on a regular basis and reports its findings to the Audit and Risk Management Committee.
- (3) Employees must understand the internal controls relevant to their positions and comply with the policies and procedures related to those controls to ensure that effective and reliable business processes are in place.
- (4) The Group adopts a clear separation of duties for all job functions whether they are financial or non-financial in nature.
- (5) There must be at least two (2) levels of checking for jobs of a financial and non-financial nature, i.e. the job performer and the checker/approver.

### 5.4 Political Donations and Contributions

- (1) Any charitable donations or contributions given to political parties must be approved by the Board and such donations or contributions shall be made in strict compliance with the relevant laws and regulation. When making any contributions to political parties, the Group shall, at all times, uphold the principle of corporate transparency.
- (2) Whilst Employees and parties acting in their own personal capacity as citizens are not restricted to make any personal political donations but there is no reimbursement for these personal political contributions back to these employees and parties and such personal political contributions shall not in any ways, be associated with the Group.

**5.5 Sponsorships, Donations, and Contributions to Charity or Social Projects**

- (1) Charitable contributions, Sponsorships or Donations shall be made to community projects or charities in good faith and compliance with the Group's CoCE, this Policy and all relevant policies and procedures. Any charitable contributions, Sponsorships or Donations made on behalf of the Group must be approved in accordance with the Group's Limits of Authority.
- (2) The Group's property, facilities, services or employee time cannot be used for / contributed to any political party or candidate for public office without approval by the Board.
- (3) The provisions relating to donations and Sponsorships also apply to any CSR contributions.
- (4) No donation should be made which may or may be perceived to breach applicable law or any other sections of this Policy.

**5.6 Account for Secret Profits or Gains**

- (1) Employees shall immediately disclose the receipt of any discount, rebate, commission, service, interest, consideration for value or other benefit or payments of any kind (whether in cash or in-kind) and shall be liable to surrender such benefits and / or payment received.

**5.7 Conflicts of Interest**

- (1) Employees and parties performing services for or on behalf of the Group are required to proactively avoid any actual or potential conflict of interest. If a conflict cannot be avoided, the conflict must be declared and reported to the Management immediately.
- (2) **Use of Office Position, Confidential Information, Assets and Other Resources**  
Employees shall not use their official position, any confidential information, assets and other resources for their personal gain or the advantage of their Family members.
- (3) **Declaration of Interest**
  - (a) Employees shall declare their interest and withdraw from taking any action or participating in any decision-making process in matters where they have or potentially have a Conflict of Interest.
  - (b) When in doubt with regards to the presence of a potential Conflict of Interest, employees are encouraged to consult the management team for clarification and undertake the appropriate steps to avoid the potential conflict of interest.
- (4) **Giving Undue Advantage to Third Parties**
  - (a) Employees shall not be involved with the commission or omission of any act, which gives an undue advantage to an outside party in its dealings with the Group without prior approval, whether such acts or omissions result in him obtaining a personal gain, benefit or advantage.
  - (b) Employees who were tasked to manage, supervise or oversee the activities of third parties vendors shall be responsible to monitor their activities to ensure strict compliance with the Group's ethical standards and rules, and report any violation on a timely basis.

(5) **Disclosure of Payments to Third Parties**

Employees shall disclose all commissions and expenses or payment paid to the third parties in any official dealings with the Group.

5.8 **Gift Policy**

(1) Gifts, hospitality and entertainment such as exchange of business courtesies may be offered to or received from you but only where it is appropriate to do so in the 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.

(2) **Receiving Gifts**

(a) As a general principle, Employees and/or his immediate family, are not allowed to receive any gifts of whatever nature regardless of value on a personal basis from any party who have official dealings with the Group such as the Group's contractors or sub-contractors, suppliers, bankers, dealers, panel lawyers, panel insurance or customers (hereinafter stated as the parties) whether actual or potential.

(b) However, Employees are allowed to receive gifts of the following nature:

(i) small items or gifts of promotional nature e.g. inscribed pens, low value or promotional material;

(ii) gifts that would be discourteous to refuse (example: gifts presented in an event/launching); and

(iii) gifts as a door gift, token during training, seminar, product launching, exhibition and annual general meeting.

(c) Employees shall declare the receipt of gifts discourteous to refuse to the Group and request for approval to retain the gift.

(iv) The declaration shall be made in a Declaration of Gift Form and be submitted to the Company.

(v) The Company shall forward the declaration to the GHR for approval.

(vi) GHR may approve the request to retain the gift or may not approve and give instructions for the Employee to return the gift to the giver.

(d) Employees shall declare any gift received by any other person for them or their department or any gift delivered by a third party or in a situation that is unable to refuse or return.

(i) The declaration shall be made in a Declaration of Gift Form.

(ii) The gift and the declaration shall be submitted to the Company.

- (e) Upon receiving the gift and the Declaration of Gift Form (as mentioned above), GHR shall:
    - (i) Keep a copy of the declaration in a file.
    - (ii) If applicable, forward the declaration and the gift to the relevant parties for instruction to dispose of the gift in a manner appropriate (as mentioned below).
  - (f) The gift may be disposed of as follows:
    - (i) Return the gift to the giver. A cover letter must be attached together with the gift stating the Policy on Corruption and Malpractice - No Gift Policy and Policy Violation;
    - (ii) Dispose of the gift in a manner appropriate if it is perishable in nature. GHR shall decide the manner of disposal; or
    - (iii) Give away as a donation if the gift is not returnable. A cover letter must be attached together with the gift indicating the donation from the Group and the nature of the donation.
- (3) **Giving Gifts**
- (a) Employees are not allowed to give any gifts of whatever nature either directly or indirectly, regardless of value to any officer / staff and / or his Family Members of any agency whom the employee is dealing with.
  - (b) Giving or receiving / accepting or soliciting gifts is an offence punishable under the MACC Act.

## **6. Implementation**

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### **6.1 Communication and Training**

- (1) It is the duty of the Company to:
  - (a) Issue a circular stating this Policy to any parties including Employees, shareholders and other stakeholders with whom the Group have official dealings at the start of each business relationship and be published on Company's website.
  - (b) Make available the Group's CoCE and this Policy to Employees.
  - (c) Arrange trainings for employees to understand the content of the Company's CoCE and this Policy.
  - (d) Arrange anti-corruption awareness programmes to promote high values of integrity, transparency and good corporate governance for the Employees.
  - (e) Disseminate anti-corruption messages to employees by way of printed materials, electronic media and website.

- (2) All new recruits of the Group are required to successfully complete an in-house training and assessment on this Policy as part of their induction programme. They are also required to sign a declaration that they have read and understood and will abide by this Policy. The format of the declaration is set out in Annexure 1 of this Policy. All employees shall undergo refresher training at least once every two (2) years.
- (3) The Directors and Employees are required to successfully complete the in-house training and assessment and sign the declaration as soon as practicable. It is envisaged that the declaration may be submitted electronically in the future, with GHR maintaining records to ensure compliance with the requirements.

## 6.2 Dealing with External Parties

- (1) The Group's dealings with its Associates, joint venture partners, government intermediaries, Public Officials and other external parties, must be carried out in compliance with all relevant laws and consistent with the values and principles of the Group's CoCE. As part of this commitment, all forms of Bribery and corruption are unacceptable and will not be tolerated.
- (2) The Group expects that all external parties acting for or on the Group's behalf to share its values and ethical standards as their actions can implicate the 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.
- (3) All Associates are required to submit a completed declaration form as set out in Annexure 2 of this Policy before any orders may be placed with them.
- (4) The 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.
- (5) Employees should seek advice from any of the executive directors or the GHR function whenever any questions arise relating to external parties that the Group has appointed or is considering appointing.

## 6.3 Compliance to Laws, Policies and Procedures Relating to Corruption

Employees shall observe all laws, policies and procedures relating to corruption.

## 6.4 Policy Violation

- (1) Employees found violating this Policy may be subjected to disciplinary action as well as potential criminal investigation and prosecution.
- (2) Official dealings between the Group and third parties shall be terminated or discontinued if the third parties are found offering, promising, giving or soliciting any bribe or Gratification to the Employees and reports shall be made to the MACC for investigation upon approval by the Board.

#### 6.5 **Duty to Report**

- (1) It is the duty of employees and parties dealing with the Group to report any Gratification given, promised, offered, solicited, obtained or accepted or attempted to obtain or accept to MACC. Failure to report is an offence under Section 25 of the MACC Act.
- (2) It is the duty of all employees and parties dealing with the Group to report on suspected violations of all laws, policies and procedures relating to integrity and corruption to GHR.
- (3) The report may also be made under Whistleblowing Policy by writing to the relevant Board Committee.
- (4) Employees and parties making such reports are protected under the MACC Act, Witness Protection Act 2010, Whistle-Blower Act 2010 and Whistleblowing Policy.
- (5) No malicious, vindictive or baseless accusations shall be made by any Employee against another Employee(s). Appropriate action shall be taken against any employee making such malicious, vindictive or baseless accusations.
- (6) No form of retribution shall be made against any employee who reports in good faith of any known or suspected violations.
- (7) No form of reprisal shall be made by any Employee against another Employee who in good faith has reported the known or suspected violations. Appropriate action shall be taken against any Employee causing such reprisal to be made.

#### 6.6 **Record Keeping**

- (1) All financial records shall be kept and appropriate internal controls shall be in place which will evidence, substantiate and justify the business reasons for making payments to, and receiving payments from, third parties.
- (2) All claims relating to gifts or entertainment expenses made to third parties must be submitted in accordance with the Group's reimbursement procedures and / or applicable policy and the reason for such expenditure must be recorded. All the parties shall further ensure that all gifts or entertainment expense claims shall comply with the terms and conditions of this Policy.
- (3) 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.
- (4) All records and supporting documentation shall be retained securely in accordance with the Company's Personal Data and Protection Act (PDPA) policy."

#### 6.7 **Monitoring and Review**

Internal control systems and procedures will be subject to regular audits to ensure that they are effective in countering Bribery and corruption.

#### 6.8 **Confidentiality and Protection**

(1) Individuals who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing may be worried about possible repercussions. We encourage openness and will support anyone who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken.

(2) We are committed to ensuring that no one suffers any detrimental treatment as a result of refusing to take part in corruption and/or due to reporting concerns under this Policy in good faith. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern.

#### 6.9 **Immunity / Disclaimer**

(1) Employees who participate in any activities that constitute the act of violation of laws, policies and procedures mentioned above which he / she reported shall not be given immunity against any investigation or disciplinary / criminal proceeding arising out of the report made. Nevertheless, in such circumstances, the fact that he / she had caused the report to be made may be taken into consideration.

### **7. Disclosures**

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7.1 Disclosure on anti-bribery and corruption, if any, will be made in the corporate governance report and/or overview statement and/or sustainability statement of the Company's Annual Report. Such report will include details of the activities undertaken in accordance with the MMLR, MACC Act and MCCG.

### **8. Deeming Provisions**

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8.1 The provisions under this Policy have been drafted in a manner to also incorporate the provisions under the MMLR, MCCG, MACC Act and other statutes, regulations and guidelines applicable to the Policy. In the event the applicable provisions of the MMLR, MCCG, MACC Act and/or relevant governing statutes, regulations and guidelines relating to the Policy are from time to time amended, modified or varied, such amendments, modifications and variations shall be deemed inserted herein whereupon this Policy shall be read and construed subject to and in accordance with the amended, modified or varied MMLR, MCCG, MACC Act, statutes, regulations and guidelines.

## **9. Revision to the Policy**

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- 9.1 The Policy shall be reviewed by the GHR and the ARMC annually and as when necessary to ensure its relevance in aiding the Committee to discharge its duties and responsibilities vis-à-vis changes in corporate laws and regulations that may arise from time to time.
- 9.2 Any revision or amendment to the Policy, as proposed by the Board Committees or any third party, shall first be presented to the Board for its approval. Upon the Board's approval, the said revision or amendment shall form part of the Policy and the Policy shall be considered duly revised or amended.
- 9.3 This Policy will be made available on the Company's website, if so required.

## Schedule 1: Potential Risk Scenarios - “red flags”

The following is a non-exhaustive list of possible red flags (for illustrative purposes only) that may arise and which may raise concerns under various anti-corruption laws.

If the Board, Employee and third party come across any of these red flags or believe it may occur potentially while working with the Group, he / she must make report promptly in accordance with the procedure as set out in the Whistleblowing Policy.

- (a) Become aware that a third party engages in, or has been accused of engaging in improper business practices, improper conduct or has a reputation for paying bribes or requiring bribes;
- (b) A third party demands gifts, benefits, commission or fees before committing or continuing to sign up a contract;
- (c) A third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (d) A third party refuses to provide or provide insufficient, false, or inconsistent information in response to due diligence questions;
- (e) A third party requests the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us, or a shell entity serves as a middleman especially when domiciled in a secrecy haven;
- (f) There are signs that the third party is not acting on his own behalf, but is trying to conceal the true beneficial owner’s identity;
- (g) A third party has a reputation of having a “special relationship” with a government, political party or other public official or has/is following specific requests by a public official;
- (h) A third party refuses to sign a commission or fee agreement or insists on the use of a side-letter relating to the payment of funds;
- (i) A third party requests an unusually large or inappropriate commission, retainer, bonus or other fee or an unexpected additional fee or commission to “facilitate” a service;
- (j) A third party requests payment in cash or cash equivalent such as a money order; refuses to provide an invoice or receipt;
- (k) A third party refuses to provide an invoice or receipt for a payment, or you receive an invoice or receipt that appears to be non-standard or customized;
- (l) A third party requests that a transaction is structured to evade normal record-keeping or reporting requirements;
- (m) A third party refuses to abide by this Policy or does not demonstrate that it has adequate internal anti-corruption policies and procedures in place; or
- (n) Been offered an unusually generous gift or lavish benefits or entertainment by a third party.

**SKYECHIP BERHAD**

Registration No. 201901014484 (1323812-D) | Incorporated in Malaysia

**ANNEXURE 1**  
**STRICTLY CONFIDENTIAL**

**Declaration Form**  
**Acknowledgement of Anti-Bribery & Corruption Policy**

I, [Click or tap here to enter text.](#) NRIC / Passport No. [Click or tap here to enter text.](#) declare that I have read and understood the contents of SkyeChip Berhad's Anti-Bribery and Anti-Corruption Policy ("Policy").

I hereby undertake to comply with the provisions and requirements set out in the Policy.

Signature : \_\_\_\_\_  
Name : [Click or tap here to enter text.](#)  
NRIC / Passport No. : [Click or tap here to enter text.](#)  
Designation : [Click or tap here to enter text.](#)  
Company : [Click or tap here to enter text.](#)  
Department : [Click or tap here to enter text.](#)  
Date : [Click or tap to enter a date.](#)

**SKYECHIP BERHAD**

Registration No. 201901014484 (1323812-D) | Incorporated in Malaysia

**ANNEXURE 2**  
**STRICTLY CONFIDENTIAL**

**Third Party Declaration Form**

1. We are the contractors / vendors / suppliers / agents / consultants / joint-venture partners / intermediaries\* of SkyeChip Berhad and its subsidiaries (collectively, “Group”).
2. We confirm that we have been provided with a copy of the Group’s Anti-Bribery and Anti-Corruption Policy (“Policy”) and undertake to abide by the provisions of the Policy which are directly or indirectly applicable to us.
3. We further undertake to promptly inform the Group of any actual or suspected / alleged\* breach of the Policy involving the Group’s Directors or Employees (as defined in the Policy) and cooperate with the Group in any investigation of such a breach.
4. 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 Group has the right to suspend or terminate the contract / agreement\* and disqualify us from tendering for future contracts.

\* *Please delete where not applicable.*

Signature : \_\_\_\_\_  
Name of Authorised Signatory : **Click or tap here to enter text.**  
NRIC / Passport No. : **Click or tap here to enter text.**  
Designation : **Click or tap here to enter text.**  
Company : **Click or tap here to enter text.**  
Department : **Click or tap here to enter text.**  
Date : **Click or tap to enter a date.**  
Company Stamp : **Click or tap to enter a date.**