

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

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ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

1. Introduction

One of the Linocraft's core values is to uphold responsible and fair business practices. It is committed to promoting and maintaining the highest level of ethical standards in relation to all of its business activities. Its reputation for maintaining lawful business practices is of paramount importance and this Policy is designed to preserve these values. The Company therefore has a **Zero-Tolerance Policy** towards bribery and corruption. Linocraft upholds all laws relevant to countering bribery and corruption. We remain bound by the laws of Malaysia, including the **MACC Act 2009**.

2. Purpose

This Policy sets out the Company's position on any form of bribery and/or corruption and provides guidelines aimed at:

- (a) ensuring compliance with anti-bribery laws, rules and regulations, not just within Malaysia but in any other country within which the Company may carry out its business or in relation to which its business may be connected.
- (b) enabling employees and persons associated with the Company to understand the risks and consequences associated with bribery and to encourage them to be vigilant and effectively recognise, prevent and report any wrongdoing, whether by themselves or others.
- (c) providing suitable and secure reporting and communication channels and ensuring that any information that is reported is properly and effectively dealt with.

3. Who is covered by the policy?

This Policy applies to:

- (a) All Permanent Employee
- (b) Temporary Employee
- (c) Intern
- (d) Trainee
- (e) Any of its intermediaries, subsidiaries or associated companies
- (f) Individual or corporate entity associated with the Company
- (g) Directors,
- (h) Agency Worker
- (i) Contract Worker
- (j) Contractor

- (k) Consultants
- (l) Seconded staff
- (m) Agents
- (n) Suppliers
- (o) Sponsors (“associated persons”)

*This list is not exhaustive.

4. Definitions

(a) “Bribery & Corruption”

means any action which would be considered as an offence of giving or receiving ‘gratification’ under the **Malaysian Anti-Corruption Commission Act (“MACCA”) 2009**. This means offering, giving, agreement of giving, promising, receiving, agreement of receiving or soliciting something of value in an attempt to illicitly influence the decisions or actions of a person who is in a position of trust within an organisation.

Linocraft defines bribery as directly or indirectly giving or offering anything of value to an individual representing a government or commercial enterprise, for the purposes of obtaining or retaining business, or to influence a decision that concerns Linocraft.

Bribery can be seen in two forms:

- Outbound

where someone acting on behalf of Linocraft attempts to influence the actions of someone external, such as a Government official or client decision-maker.

- Inbound

where an external party is attempting to influence someone within Linocraft such as a senior decision-maker or someone with access to confidential information.

(b) “Gratification” is defined in the MACCA to mean the following:

- money, donation & sponsorship, 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;
- any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;

- any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- any forbearance to demand any money or money's worth or valuable thing;
- 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
- any offer, undertaking or promise, whether conditional or unconditional, of any Gratification within the meaning of any of the preceding paragraphs (a) to (f).
- **Examples of Gratification**

These are some examples of gratification:

- gifts;
- festival money packets (ang pao);
- hampers;
- paid holidays, airfare;
- college fee funding;
- golf club membership;
- hospitality outings (opera tickets, Formula 1 tickets);
- entertainment (karaoke, expensive dinners, massages);
- healthcare reimbursements;
- discounts; house renovation;
- paid expenses (car repairs, stereo systems, appliances);
- facilitation payments; and
- commission.

*The list above is not exhaustive

- (c) **Third party** means any individual or organization you come into contact with during the course of your employment with us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, political parties.
- (d) **Conflict Of Interest** arises in situations where there is a personal interest that might be considered to interfere with that person's objectivity when performing duties or exercising judgement on behalf of the Company.

5. Potential risk scenarios: “red flags”

The following is a list of potential red flags that may arise during your tenure with us, raising concerns under various anti-bribery and anti-corruption laws. The list is not exhaustive and is provided for illustrative purposes only.

If you encounter any of these red flags, you must report promptly to your Head of Department or by the way laid down in **Clause 11**:

- (a) You aware that a third party engages in, or has been accused of engaging in improper business practices which violates our Code of Conduct and Ethics;
- (b) You notice that a third party has a tendency of paying bribes, or asking for bribe, or having a “special relationship” with government department;
- (c) You receive an invoice from a third party that appears to be suspicious or tampered with;
- (d) Third party insists on receiving or paying a commission or additional fee before committing to sign up the contract with us; For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business.
- (e) Third party requests payment in cash and/ or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for the payment or business transaction;
- (f) Third party requests an unexpected additional fee or commission to “facilitate” a service;
- (g) Third party requests that a payment is made to “overlook” potential legal violations;
- (h) Third party request or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- (i) Third party insists that its identity to be remain as confidential or refuses to divulge the identity of its owners or principals; or
- (j) Nomadic Company which does not have offices or staff, or frequently moves locations.

6. Anti-bribery and Anti-corruption Policy

- (a) All employees, irrespective of grade, rank, or department, must read, understand, and comply with this policy. It is the responsibility of every employee to contribute to the success of this policy by using it to disclose any suspected danger or wrongdoing, while also ensuring the prevention, detection, and reporting of bribery and other forms of corruption.
- (b) The Company’s approach to Anti-Bribery and Anti-Corruption must be communicated to all suppliers, contractors, agents and business associates and other partners. All the abovementioned party, including Director, shall sign a Declaration of Compliance confirming that they have read, understood, and will adhere to this policy. **(Enclosed as Appendix A)**
- (c) Employees are required to avoid any activities that might lead to or suggest a breach of this policy.
- (d) You must report to your manager and/ or Head of Department as soon as possible if you believe or suspect that a conflict with this Policy has occurred, or may occur in the future, (Refer to “Report” under Clause 11)

- (e) Any Employee who breaches this Policy will face disciplinary action, which could result in dismissal for gross misconduct. (Refer to “Violation” under Clause 12)
- (f) Head of Department bears the ultimate responsibility for ensuring continuous compliance with our legal and ethical obligations under this policy. They are tasked with ensuring that those under their supervision are made aware of and comprehend this policy, providing them with sufficient and regular training on it.
- (g) All business partners, contractors, service providers, and third parties are obligated to strictly comply with all applicable laws, statutes, regulations, and codes related to Anti-Bribery and Anti-Corruption matters ('Applicable Laws'), as well as Linocraft's Anti-Bribery and Anti-Corruption Policy.
- (h) All business partners, contractors, service providers & third part parties should not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any person in Linocraft, or any other person representing Linocraft, as an inducement, incentive, reward, gift or bonus for being selected for the Business Transactions.
- (i) Any gratification must be unsolicited and not affect, or be perceived as affecting, any business judgment. Gifts should only be offered to and received in connection with a customary business or cultural occasion.
- (j) Any gratification including gifts, donation, sponsorship, which are offered / received must be done in the Company's name, and never addressed to an individual.
- (k) Other conflicts such as excessive (by frequent or value) entertainment, services or substantial favours or benefits are also prohibited and will subject the Employee to further questioning and potential disciplinary actions. Any expenses incurred beyond these limits are subject to further review and approval.
- (l) Where an entity has no prior or current trading relationship with Linocraft (i.e. is not a currently approved supplier or customer) the offering or acceptance of any gift is prohibited.
- (m) This policy allows for **Normal and Appropriate Gratification** from third parties but emphasizes that such gestures should not exert any influence on business decisions. If the acceptance of a gift, hospitality, entertainment, donation, or sponsorship (GHEDS) is perceived to impact your business judgment, it should be declined. Similarly, any offer suspected of being made to influence a business decision must also be rejected.
- (n) **Normal and appropriate Gratification** include the following (not but limited to):
 - o Not made with the intention of influencing a third party to obtain or retain business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
 - o Complies with local law;
 - o Is not solicited by any party;
 - o Is given and/ or received in the Company's name, not under your/ an individual's name;
 - o Does not involve cash or a cash equivalent (including gift certificates, securities, below-market loans, etc);
 - o Is customary and of reasonable value in the circumstances. For example, in Malaysia it is customary for small gifts to be given at Chinese New Year, Hari Raya, Deepavali or Christmas time.

- Taking into account the reason for the reason for the gift, is of an appropriate type and value and given at an appropriate time.
- (o) Prohibited payments such as “facilitation payments or kickbacks”, or offers are not permitted at all times, whether or not they are given to a Government Official or an employee of a non-governmental business or entity, and regardless of whether they are given by another person or entity on behalf of the company. (Refer to **Clause 8B** for further information).
- (p) What is not acceptable? (Abnormal and Appropriate Gratification)
- Give, promise to give, or offer any gratification with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
 - Give, promise to give, or offer any gratification to a government official, agent or representative to “facilitate” or expedite a routine procedure;
 - Accept any gratification from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
 - Accept any gratification from a third party if you know or suspect that it is offered provided with an expectation that a business advantage will be provided by us in return;
 - Threaten or retaliate against another Employee who has refused to commit a bribery offence or who has raised concerns under this Policy; or
 - Engage in any activity that might lead to a breach of this Policy.
- (q) If you have any question or doubt about whether a gratification is appropriate, seek guidance from your Head of Department.

7. Dealing with third parties – due diligence and care

- (a) All employees are required to exercise due care and due diligence at all times when dealing with third-parties/ business associates and ensure their affairs do not involve any form of corrupt practices, whether perceived or actual.
- (b) All transacted party’s certificate of incorporation and related company forms, operating licenses, audited financial statements shall be obtained and documented; and, all suppliers, contractors, agents are required to sign off Declaration Form on exertion of our Anti-Bribery and Anti-Corruption Policy.
- (c) For all donations, sponsorships and / or Corporate Social Responsibility (CSR) activities, proper diligence must be conducted to ensure the proposed recipient is a legitimate organisation and does not affiliate with public official.

8. Declaration

(a) All gifts **must be declared** when:

- Given or received outside of a festive or customary period; and
- Above the value of **RM100.00**

*You will be required to fill in the Declaration Form of Gratification enclosed in **Appendix B**.

(b) Customary gift-giving must be done via the Central Procurement Team.

9. Special Categories

A. Charitable donations

(a) Linocraft only allow charitable contributions and / or sponsorship payments made to support the community. Examples include sponsorships of educational events, supporting non-governmental organisations (“NGOs”), and other social causes.

(b) Charitable donations and sponsorships can be made to legitimate organisations, such as those:

- Registered with the Registrar of Society (ROS);and/or
- Are in line with the Corporate Social Responsibility (CSR) activities,; and/or
- Approved by the Board of Directors.

(c) All sponsorships and charitable contributions are required to adhere to the following principles in relation to donations and sponsorships:

- Not with the intention to obtain or retain business for Linocraft, to obtain or retain an advantage in the conduct of business for Linocraft, to influence or perceived to be able to influence judgement or business decisions, to reward for improper performance of responsibilities, or to receive preferential treatment.
- Does not contradict with applicable laws and policies of both the giver and receiver;
- Does not coincide with contract negotiations, licensing or permit application/ renewal, or any equivalent event.
- Due diligence and conflict of interest checks shall be performed prior to the donation and sponsorship, to avoid potential corruption or perceived as corrupt situations; and

(d) All donation and sponsorship given or received shall be authorized in according with the Delegation and Approval Limit Policy.

(e) All sponsorship and donation must be accompanied by a proof of receipt.

B. Facilitation payment and kickbacks

- (a) Facilitation payments are routine payments typically made to low-level government officials to expedite or secure a service or routine action. Kickbacks are typically payments made in return for a business favour or advantage. Linocraft **do not make, and will not accept, facilitation payment or kickbacks of any kind.**
- (b) All Employees must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

Exception Circumstances

- An Employee has a reasonable belief that they are in imminent jeopardy of serious bodily harm or loss of liberty or threatened for their life and no other prudent alternative is available, or
 - The payment is necessary to secure immediate governmental services in response to a grave medical or safety emergency.
- (c) If you are asked to make a payment on our behalf, you should always be mindful of what the purpose of the payment and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment.
 - (d) If you have any suspicions concern or queries regarding a payment, you should raise these with the management and/or Head Of Department. (e.g. representative from business partner requests gift or gratification be it in cash or in kind to expedite or to ease business transaction, this incident should be reported to management and/or Head of Department).
 - (e) Pursuant to (d), the report will be recorded for future reference.

C. Political contributions

- (a) Linocraft adopts zero-tolerance towards political contributions of any kind.
- (b) Financial or in-kind contributions to a political party, politician or related institution (including payment of any annual or other subscription fee for membership of or affiliation with any political party) are prohibited as this could be perceived as an attempt to improperly gain a business advantage.

10. Violations

Commercial organisation will be considered commits an offence if **any person** associated with the commercial organisation commits a corrupt act in order to obtain or retain business or an advantage in the conduct of business for the commercial organisation. **(Section 17A(1) MACC)**

- (a) **Penalty for bribery and corruption (Section 17A (2)):**
 - Fine of not less than 10 times the value of gratification in question; or RM1,000,000, whichever is higher; or
 - Imprisonment for not more than 20 years, or both.

(b) Linocraft Internal Punishment

Any Employee found to have engaged in prohibited conduct or ignored suspicious activity may face discipline which including termination of employment or contract and/or referral to appropriate law enforcement authorities.

- (c) Further legal action may also be taken against the Employee in the event that the Company's interests have been harmed as a result of non-compliance.
- (d) Where relevant regulatory authorities have been notified, the Company shall provide full co-operation to said authorities, including further action that such authority may decide to take against convicted Employees.
- (e) In the event that the business partners, contractors, service providers & third part parties' directors, officers, employees or agents is in breach of any of the above sections, Linocraft may take the following actions:
 - o Immediate revocation and / or termination of the contract for the Business Transaction(s) without any liability whatsoever on the part of Linocraft to the Supplier, without prejudice to any other rights or remedies Linocraft may have or any other appropriate action which Linocraft may seek under the terms of the applicable tender / contract or applicable laws and regulations.

11. Reporting actual or suspected wrongdoing

Any employee who is asked to provide or is offered anything of value in a manner that is prohibited by this policy or suspects that another employee or associated person is engaging in conduct that this policy prohibits may take the initiative to report, as outlined below:-

(a) **Emails:**

- o Head Of Department
- o Group Compliance & Integrity Whistleblowing Unit: compliance@linocraft.com

(b) **Calls** (Malaysian Office Hours)

- o +607-554 0090 (Attention: Head of HR or Director)

(c) **Letters** to Group Compliance & Integrity Whistleblowing Unit at:

1769, Jalan Belati, Jalan Kempas Lama, Taman Perindustrian Maju Jaya, 81300 Johor Bahru, Johor

12. Protection

- (a) Employees who refuse to accept or offer a bribe, or those who raise concern or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raise genuine concerns in good faith under this Policy, even if they turn out to be mistaken.
- (b) We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future.

- o Detrimental treatment includes:
- o Dismissal,
- o Disciplinary action
- o Threats or other unfavourable treatment connected with raising a concern.

*If you believe that you have suffered any such treatment, you should inform Head of Department immediately.

- (c) The Company will not tolerate any retaliation or discrimination against anyone who has, in good faith
 - o sought advice regarding any conduct that may be implicated by this Policy,
 - o has reported a good faith suspicion of a violation of this Policy, or
 - o refused to participate in conduct that may violate this Policy.

13. Training and communication

- (a) Training on this policy is part of the induction process for all new employees.
- (b) All employees will receive regular, relevant training on how to implement and adhere to this Policy, whereby attendance within the year is subject to employees' availabilities to suit their work schedules.
- (c) Employees are expected to complete the training course with proper acknowledgement and documentation filed for future reference.

The Company's Zero-Tolerance approach to bribery and corruption will also be communicated to all business partners at the outset of the business relationship with them and as appropriate thereafter.

14. Record-keeping

- (a) Employees should record all financial transactions according to the Company's financial and internal control policies and procedures.
- (b) We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.
- (c) You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.
- (d) You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policies and specifically record the reason for the expenditure.
- (e) All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness in a timely manner. No accounts must be kept "off-book" to facilitate or conceal improper payments.

- (f) Personal funds should not be used to accomplish what is otherwise prohibited by this Policy.

15. Monitoring and review

- (a) Management will monitor the effectiveness and review the implementation of this Policy, regularly considering its suitability, adequacy and effectiveness, in conjunction with our Anti-Corruption Risk Management Framework.
- (b) Audits of the Company, operating business units, and contractors may be conducted periodically to ensure that the requirements of this Policy and applicable procedures and guidelines are being met. Audit documentation shall include performance improvement action plans.
- (c) Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

16. Related Policies

This Code touches upon other policies which it itself shall require further elaboration and description. Employees are encouraged to refer to the following for further understanding:

- o Code of Conduct and Ethics
- o Whistle Blowing Policy

17. Queries

- (a) If you have any queries or complaints in relation to this Policy or Anti-Bribery and Anti-Corruption generally, you should contact **Linocraft's Compliance Office** at compliance@linocraft.com or call +607-554 0090 (**Attention: Head of HR or Director**).

The Compliance Officer or a person to whom he or she has delegated certain responsibilities, will respond to your query or complaint, investigate the complaint or request from you, additional information in order to do so.

18. Approval and Variation

- (a) This Policy has been approved by Linocraft's Board of Directors. Linocraft's Board of Directors is the sponsor for this Policy and must approve any changes to it.

This Policy is reviewed yearly and may be updated from time to time. Please ensure that you refer to the latest version of the Policy made available to all Employees.

19. Declaration of Compliance with Anti-Bribery and Compliance Policies

I, _____, hereby declare and affirm my commitment to comply with the anti-bribery and compliance policies established by Linocraft.

A. Understanding of Policies:

I acknowledge that I have received, read, and understood the anti-bribery and compliance policies of **Linocraft Printers Sdn Bhd**. I am aware that these policies are designed to promote ethical conduct, prevent bribery, and ensure compliance with all applicable laws and regulations.

B. Compliance Assurance:

I acknowledge that non-compliance with these policies may lead to disciplinary measures, which may include, but are not limited to, termination of employment or legal action, **making me fully liable for any resulting damages. Furthermore, I agree to cooperate fully with any investigation.**

C. Reporting Obligations:

I understand the importance of reporting any potential breaches of the anti-bribery and compliance policies promptly. I will report any concerns, suspicions, or violations to the designated compliance officer or appropriate authority within the organization.

D. Cooperation with Investigations:

I commit to fully cooperate with any internal or external investigations related to alleged breaches of the anti-bribery and compliance policies. I understand that non-cooperation may result in disciplinary actions.

Signature:	
Company Name:	
Contact Person	
IC No / Passport / SSM number	
Phone Number	
Email	
Department / Relationship with Linocraft	
Date:	

*If the party does not sign and return this Commitment to Linocraft Printers Sdn Bhd, Linocraft Printers Sdn Bhd will be deemed to have accepted the terms of this Commitment and will have agreed to abide by its terms.

20. DECLARATION OF GRATIFICATION

* You are required to fill in a declaration form when the gratification value is **above RM 100**.

Full Names : __ Designation : _____

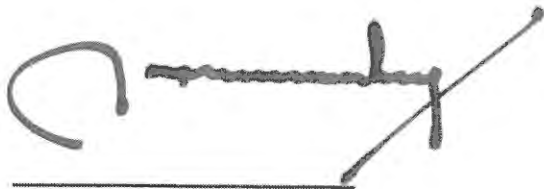
Branch : _____

Information about the Gifts or Benefits

Source of Gratification	
Estimated value of the Gratification	
Date Received	
Reason for accepting gratification	
Is there any conflict of interest in accepting the item?	
Brief Description of the Gratification	

Management Approval

Decision (Please Tick)	Remark
<input type="checkbox"/> Accept	<input type="checkbox"/> Individual <input type="checkbox"/> Share Among Department
<input type="checkbox"/> Reject	Reason:
Submitter Name and Signature:	Head of Department Name and Signature:



Andrew Tan Woon Chay
Managing Director