

TMC LIFE SCIENCES BERHAD
ANTI-BRIBERY AND ANTI-CORRUPTION
(ABAC)

Approved By : Board of Directors

Approval Date : 07 April 2025

Table of Contents

1.0	Introduction	3
2.0	Definitions	3
3.0	General Prohibitions	5
4.0	Donations	6
5.0	Guidelines on Gifts and Entertainment for Employees	6
6.0	Entertainment and Hospitality	7
7.0	Public Body or Public Officials	7
8.0	Disclosure and Reporting Concern	8
9.0	Non-Exhaustive Example	9
10.0	Red Flags	10
11.0	Record Keeping	10
12.0	Remediation Measures	11
13.0	Board of Directors and Senior Management's Commitments	12
14.0	Privacy Policy - Disclosure and Transfer of Personal Information (Within or Outside of Malaysia)	12

1.0 Introduction

- 1.1 This Anti-Corruption and Anti-Bribery policy ('**Policy**') sets out the anti-bribery and corruption policy of TMC Life Sciences Berhad and its subsidiaries (collectively '**TMC Group**').
- 1.2 This policy is to provide guidance in complying with the legal requirements in Malaysia relating to bribery and corruption and shall apply to Employees and Third Parties.
- 1.3 This Policy is applicable to:
 - a) the directors, employees [whether full-time or part-time of TMC Group (collectively the '**Employees**')]; and
 - b) consultant specialists, independent contractors, vendors, suppliers, customers and any persons who perform services for or on behalf of TMC Group (collectively '**Third Parties**').
 - c) This Policy sets out the requirements in relation to legal requirements in Malaysia and to be read together with TMC Group's Code of Conduct, Whistleblowing policy as well as conflict of interest policy. When dealing with business transactions involving the transactions out of Malaysia, Employees and Third Parties shall comply with anti-bribery and corruption laws of other jurisdictions as well. When in doubt, Employees and relevant Third Parties shall consult the TMC Group's Legal Department.
- 1.4 TMC Group shall have zero-tolerance policy against offering, giving, or accepting bribes in or out of Malaysia, regardless of local customs. TMC Group shall committed towards prevention of bribery and corruption in all its business transactions and expect all Employees and Third Parties (as defined below) to conduct all their business activities for and with TMC Group with highest ethical standards and conduct.

2.0 Definitions

- 2.1 '**Anti-Bribery Laws**' means all applicable anti-bribery laws, statutes, regulations, guidelines, and codes in Malaysia, including but not limited to the Malaysian Anti-Corruption Commission Act 2009 ('**MACC Act**'), the Penal Code Act 574, Anti-Money Laundering and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.
- 2.2 '**Anti-Bribery Officer**' means a designated officer from the Group Legal Services of TMC Group.
- 2.3 '**Bribe or Bribery**' means promising, offering or giving of any Gratification (as defined below), directly or indirectly, and irrespective of location, in violation of applicable Anti-Bribery Laws, as an inducement or reward for a person acting or refraining from acting in relation to his/her performance of duties to give any improper advantage to TMC Group.
- 2.4 '**Gratification**' (as defined under Section 3 of the Malaysian Anti-Corruption Commission Act 2009):

- a) 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;
- 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 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;
- 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); and
- h) such other definitions as defined under Section 3 of the Malaysian Anti-Corruption Commission Act 2009 or Anti-Bribery Laws from time to time.

2.5 **'Gift'** means cash money, free fares, shares, lottery tickets, entertainment expenses, services, club membership, any form of commission, hampers, jewellery, decorative items, travel and accommodation (including training and/or conference trips), and any item of high value.

2.6 **'Individual in the Public Body'** means any person who is a member, an officer, an employee or a servant of a Public Body, and includes but is not limited to a member of the administration, a member of Parliament, a member of a State Legislative Assembly, a judge of the High Court, Court of Appeal or Federal Court, and any person receiving any remuneration from public funds.

2.7 **'Public Body'** means:

- a) the Government of Malaysia;
- b) the Government of a State;
- c) any local authority and any other statutory authority;
- d) any department, service or undertaking of the Government of Malaysia, the Government of a State, or a local authority;
- e) any society registered under subsection 7(1) of the Societies Act 1966;
- f) any branch of a registered society established under section 12 of the Societies Act 1966;
- g) any sports body registered under section 17 of the Sports Development Act 1997;
- h) any co-operative society registered under section 7 of the Co-operative Societies Act 1993;
- i) any trade union registered under section 12 of the Trade Unions Act 1959;

- j) any youth society registered under section 9 of the Youth Societies and Youth Development Act 2007;
- k) any company or subsidiary company over which or in which any public body as is referred to in paragraphs (a) to (j) has controlling power or interest; or
- l) any society, union, organization or body as the Minister may prescribe from time to time by order published in the Gazette.

2.8 **'Third Party or Third Parties'** means any person, corporation or individual:

- a) who has dealings with TMC Group;
- b) who provide services to TMC Group;
- c) consultant specialist, supplier, contractor or customer of TMC Group; or
- d) who are authorized to negotiate for or on behalf of TMC Group and who make contact with an Individual in the Public Body.

3.0 General Prohibitions

- 3.1 Employees and Third Parties shall not, in any circumstances, participate and/or authorise any form of acts of corruption or bribery, either directly or indirectly as follows:
 - a) give or receive any form of gratification including agreeing to accept or attempting to obtain, from any party, for themselves or for any other party;
 - b) give or receive gifts, entertainment and/or sponsorship not in accordance with this Policy or any applicable Anti-Bribery Laws;
 - c) abuse of power; and
 - d) make false claims by themselves or through any party with intent to deceive or mislead.
- 3.2 Employees and Third Parties shall not, in any circumstances, give or offer to give any bribe or Gratification to any party as an incentive or a reward for doing or forbearing to do, or for having done or forborne to do any act in relation to TMC Group's affairs or businesses, or for showing or forbearing to show favour or disfavour to any person in relation to TMC Group's affairs or businesses.
- 3.3 Employees and Third Parties shall refrain from any activity or behaviour that could give rise to the perception or suspicion of any corrupt conduct or the attempt thereof in their official capacity as well as outside of work so as to protect the good name of TMC Group.
- 3.4 Employees and Third Parties shall not, accept or obtain, directly or indirectly, any commission, discounts, secret profits, digital currency payments or any other benefit (cash or in-kind or pre-paid vouchers) in respect of any goods or services sold or purchased or other businesses with TMC Group.
- 3.5 Employees and Third Parties shall not provide facilitation payment to any local or foreign officials with a view of expediting a routine business action for TMC Group. Any requests for

facilitation payment should be refused without exception and reported immediately to the Group Legal Services.

- 3.6 Employees and Third Parties shall not use their position for any Gratification or benefits, whether for themselves, family members, or any persons with close personal relationship, when making business decisions for TMC Group, in which they have interest in, directly or indirectly.
- 3.7 It is NOT a valid excuse or defence that:
- a) The Employees / Third Parties did not intend to personally benefit from the corrupt act or practice, but did so for the benefit of some other person, including TMC Group; or
 - b) The Employees / Third Parties were acting on the instructions of his/her/its supervisor(s); or
 - c) The Employees / Third Parties personally believe such acts or practices are necessary or justified in order for the TMC Group to remain competitive or profitable in a particular jurisdiction or industry, or in order to retaliate against the corrupt practices of others (e.g. our competitors); or
 - d) The Employees / Third Parties personally believe that such acts or practices are common or normal business acts in a particular jurisdiction or industry.

4.0 Donations

- 4.1 Particular care must be taken when providing and receiving donations or any charitable donations on behalf of TMC Group or in TMC Group's name, as donations can be used to disguise bribes.
- 4.2 Prior written approval must be obtained from the respective layer of approval as provided for in the prevailing Limits of Authority of TMC Group in the event a donation is provided or received on behalf of TMC Group or in TMC Group's name. Thereafter, a record of all approved donations on behalf of TMC Group or in TMC Group's name will be kept by Group Legal Services.
- 4.3 Any charitable contributions and sponsorships should be made in good faith to an official organisation and disclosed publicly when required to, without bribery or corrupt intent.
- 4.4 Contributions and sponsorships should not be related to a business transaction. Any contributions or sponsorships in monetary form should also be given only to an official organisation and not to an individual.

5.0 Guidelines on Gifts & Entertainment for Employees

- 5.1 Employees must not offer or accept any entertainment or Gifts to/from any company or individual in expectation of any advantages, or with the intention to inappropriately influence the persons involved or the decisions they may make.
- 5.2 As a general rule, if Gifts are offered or received they should be of nominal value (e.g. RM50 and below), consist of promotional materials associated with TMC Group's products, or

customary items with reasonable cost. In principle, entertainment is provided for the purpose of creating goodwill, establishing trust in relationships and improving TMC Group's image. These Gifts and courtesies should be made or extended only in circumstances necessary for TMC Group's legitimate business purposes and only to business contacts directly related to the TMC Group's business. Any Gifts with the estimated value of more than RM50 shall be declared and obtain prior approval from the Head of Department and Anti-Bribery Officer before offering or receiving such Gifts.

- 5.3 The value of the meal, entertainment or Gift should also be appropriate given the circumstances and the practices of the industry in the country concerned. Employees should consider the timing and frequency before they offer or accept any entertainment or Gifts such as during the tender period and renewal of contracts.
- 5.4 If any Employee considers the Gift or proposal for any indirect payment is in breach of this Policy, you must politely decline or return it to the giver and explain that TMC Group does not allow you to receive such Gifts. You must report the incident immediately to your Head of Department who will take the necessary action.

6.0 Entertainment and Hospitality

- 6.1 Employees should be present at all meals and entertainment activities and to make their own meal, entertainment or travel arrangements. Employees should also exercise care and judgment in selecting entertainment which does not adversely affect the reputation or interests of TMC Group.
- 6.2 Employees cannot provide to or receive entertainment from any Third Party, and a Third Party cannot provide or receive Entertainment from Employees if:
 - a) the entertainment is to induce or influence or with the intention to induce or influence the Third Party's acts or decisions for the purpose of securing any improper advantage for TMC Group and Third Parties
 - b) the entertainment creates the appearance (or an implied obligation) that the one who sponsors the entertainment is entitled to preferential treatment, an award of business, better prices or improved terms of purchase;
 - c) the entertainment can be viewed as excessive, extravagant, or lavish in the context of the business occasion;
 - d) the provider or receiver knows that the Third Party is not permitted to give or receive such entertainment; and/or
 - e) any entertainment prohibited by law.

7.0 Public Body or Public Officials

- 7.1 TMC Group prohibits:
 - a) any giving of Gratification to any Individual in the Public Body, which may create an appearance of impropriety or give rise to the perception or suspicion of any corrupt

- conduct or where such activity may be misunderstood by others as Bribery; and
- b) receiving any form of Gratification from any Individual in the Public Body that might influence, or appear to influence business decisions favouring any Employee or Third Party against the best interest of TMC Group.
- 7.2 Any Gifts received from any Individual in the Public Body which is not in the nature of commemorative gifts shall be strictly prohibited.

8.0 Disclosure and Reporting Concerns

- 8.1 It is the responsibility of all persons, be it Employees or Third Parties, to report such solicitations of bribes, corruption and/or Gratifications, including a breach of this Policy, to the Appointed Officer pursuant to TMC Group's Whistleblowing Policy and/or depending on the nature of the concern, an officer of the Malaysian Anti-Corruption Commission or to a police officer.
- 8.2 For practical guidance, the following is a process for Employees and Third Parties to follow in rejecting and reporting the offer of a bribe, corruption and/or Gratifications including the breach of this Policy:
- a) **enquire** as to the intention behind the requested payment or offer or Gratification;
 - b) **refuse** if any Employee or Third Party considers it to be a bribe, note that it would be against company policy for the Employees and/or Third Party to make the payment or accept the offer, and that the Employee or Third Party cannot discuss it further;
 - c) **reiterate** if they continue to discuss the matter, the Employee or Third Party should reiterate the above position at paragraph 4.6.2 above, request that they stop, and then the Employee or Third Party should walk away; and
 - d) **report** after the discussion, immediately report the matter in writing to the Anti-Bribery Officer. You may disclose the incident following the reporting flow as stipulated in TMC Group's Whistleblowing Policy and Procedures.
- 8.3 Any disclosures reported under this policy shall be first made in **writing** to the Anti-Bribery Officer. Thereafter, the Anti-bribery Officer shall acknowledge the receipt within **three (3) working days** from the date of receipt of such disclosure. Any such reports shall be made in good faith which must not be made recklessly, maliciously and/or for personal gain. The individual who makes the report in good faith shall be protected from reprisal within the TMC Group as a direct consequence of his / her disclosure. However, any individual who makes a report recklessly without having reasonable grounds for believing the matter to be substantially true, or a frivolous report or makes a report for purposes of personal gain or maliciously, may be subject to appropriate action(s) by the TMC Group.
- 8.4 It should be noted that it is an offence under Section 25(1) of the Malaysian Anti-Corruption Commission Act 2009 on the failure of any persons to report to the authority when they have been solicited, whether directly or indirectly, for any bribe or Gratification, whether received in their official capacity or in the course of their employment or outside of work.

- 8.5 Thomson Medical Group Limited ("**TMG**") shall also be updated within 48 hours from any disclosures reported under this Policy.

9.0 Non-Exhaustive Examples

- 9.1 **Encouraging impropriety:** offering, making or accepting anything of value that is not for legitimate services or goods, but to encourage the recipient or another person to act improperly;
- 9.2 **Inducing Government Official:** an Employee or Third Party acting to induce or attempting to induce a government official to do anything by offering or giving anything of value to her/him personally or to a family member, friend or business associate
- 9.3 **Influencing business decisions:** influencing or attempting to influence the business decisions of any person by offering or giving anything of value to her/him personally or to the Employee or Third Party's family member, friend or business associate;
- 9.4 **Preferential treatment:** accepting or requesting anything of value for the Employee or Third Party's personal benefit or the benefit of a family member, friend or business associate, in exchange for giving preferential treatment to a business partner;
- 9.5 **Unauthorised payment:** offering, making or accepting payments that are not properly authorised;
- 9.6 **Inaccurate recording:** recording payments or other disbursements in TMC Group's books or records inaccurately or with insufficient detail, that do not appropriately reflect TMC Group's transactions or do not conform to the applicable legal requirements and to TMC Group's system of internal controls;
- 9.7 **Misuse of business relationships:** misuse of business relationships (including relationships with customers) to further a corrupt purpose, such as disguising or attempting to disguise sources of illegally obtained funds;
- 9.8 **Fraud:** Deceptive acts committed by Employees and/or Third Parties with the intention of obtaining financial, personal, or other benefits at the expense of another entity, typically through dishonest or illegal methods.
- 9.9 **Collusion:** Collaboration to engage in fraudulent activities such as bid-rigging, cartels, and price-fixing, undermining fair competition and leading to inflated costs and compromised quality of goods and services.
- 9.10 **Procurement practices:** Manipulation of procurement processes to unfairly benefit specific suppliers or contractors, resulting in increased costs, reduced quality, and potential legal issues.
- 9.11 **Conflict of Interest:** When individuals in positions of authority have personal interests that may compromise their objectivity, leading to biased decision-making and loss of organizational trust.
- 9.12 **Abuse of Power:** Misuse of authority by an employee for personal gain, negatively impacting

TMC Group and its employees.

- 9.13 **Embezzlement:** Misappropriation of funds or assets for personal gain, resulting in financial loss and legal repercussions.
- 9.14 **Cross-Border Transactions:** Violations of foreign laws and regulations associated with international transactions.
- 9.15 **Failing to report:** failing to report any suspicion that any of the above actions have taken place, whether internally or externally; or
- 9.16 **Facilitating any of the above:** participating, encouraging or otherwise facilitating any of the above actions.

10.0 Red Flags

- 10.1 The following are some examples of red flags that the Employees and Third Parties should look out for as they suggest a risk of Bribery or corruption. Although such red flags may not themselves constitute violations, they are warning signs that need to be taken seriously and investigated:
 - a) **Facilitation payments:** a government official has asked for a small payment to be paid to him/her to speed up a basic administrative task;
 - b) **Request for donation:** where a government official has indicated that a large donation to a local charity, or his/her political party, will be 'looked favourably upon';
 - c) **Payments to Unrelated Bank Accounts:** where an Employee or Third Party has asked us to make payment to a bank account not registered in its name;
 - d) **Media reports of improper conduct:** there have been public accounts in the media of actual or suspected improper conduct by Employees or Third Parties; and
 - e) **Refusal to comply with local laws:** a refusal by any Employees, Third Parties or other intermediaries to comply with anti-corruption laws and standards.

11.0 Record Keeping

11.1 Maintenance of Records

All risk assessments, declarations, reports, complaints and any other documents pertaining to Bribery and corruption within TMC Group shall be maintained by Anti-Bribery Officer. These records will document and maintain all records of all actions, risk assessments, outcome of investigations, decisions, and measures taken by TMC GROUP to prevent, detect, and address any instances of Bribery or corruption.

11.2 Retention Period

Anti-Bribery Officer shall retain all records pertaining to anti-bribery and anti-corruption matters for a period of **seven (7) years** from the date the record was

created. Should an investigation or legal proceeding related to Bribery or corruption be initiated within this retention period, the records will be further retained until the investigation or legal proceeding is concluded, at which time the documents may be disposed in accordance with applicable laws and regulations such as Personal Data Protection Act 2010.

11.3 **Access to Records**

Access to these records will be **strictly limited** to authorized personnel only and held on confidentiality basis. Access will be granted based on the individual's role and involvement in undertaking Bribery and corruption matters.

12.0 Remediation Measures

12.1 **Monitoring and Continuous Review of Policies and Procedures**

The risk assessments, outcome of investigation and/or corrective actions and preventive measures will be updated and reported to senior management of TMC Group on a monthly basis, Audit Risk Management Committee of TMC Life Sciences Berhad on a quarterly basis and/or Board of TMC Life Sciences Berhad on a quarterly basis.

12.2 **Access for Complaints / Reports**

12.2.1 If you have any questions about this policy or complaints / reports regarding Bribery or corruption, please contact Anti-Bribery Officer at antibriberyandcorruption@tmclife.com immediately.

12.2.2 Upon the identification of any breaches or upon receipt of any complaints / reports under this Policy, the Anti-Bribery Officer shall acknowledge within three (3) working days and investigate (and if need be, to form an investigation team comprising members that have the requisite knowledge/expertise in the offence involved). After the Anti-Bribery Officer has concluded the investigation within two (2) weeks to one (1) month (or such other reasonable period that may be extended therefrom), this will be communicated to the complainant / reporter within two (2) weeks thereafter or as soon as reasonably practicable after the resolution of the investigation.

12.2.3 Any remediation plans following such investigation and resolution will address both corrective actions and preventive measures to mitigate the risks of Bribery and corruption within TMC Group.

12.3 **Reporting and Escalation**

12.3.1 The risk assessments, outcome of investigation and/or corrective actions and preventive measures will be updated and reported to senior management of TMC Group on a monthly basis, Audit Risk Management Committee of TMC Life Sciences Berhad on a quarterly basis and/or Board of TMC Life Sciences Berhad on a quarterly basis.

12.3.2 Actions will be taken for any substantiated complaints after due investigation is complete such as termination of employment / business contracts and depending on the nature of the concern, report to Malaysian Anti-Corruption Commission or to a police officer.

12.4 **Evaluation of Effectiveness of Remediation Actions**

TMC Group will evaluate the effectiveness of such remediation actions in addressing the root causes of Bribery and corruption incidents. This will involve assessing whether the corrective actions and preventive measures have effectively mitigated the risks and whether it is sustainable and prevent the recurrence of similar issues. This will be continuously refined and adapted based on evolving risks and organizational needs.

13.0 Board of Directors and Senior Management's Commitments

13.1 The Directors and Senior Management of TMC Group shall ensure that these guidelines are followed:

- a) **Top Level Commitment:** to ensure that it practices the highest level of integrity and ethics.
- b) **Risk Assessment:** to conduct comprehensive risk assessment on a yearly basis, and where there is a change in law. Where there is a change in law or circumstance of the business to identify, analyse, assess and prioritise the internal and external corruption risks of the TMC Group.
- c) **Undertake Control Measures:** to ensure policies are followed.
- d) **Systematic Review, Monitoring and Enforcement:** To consider appointing an external auditor to conduct an audit at least once every three years to show that TMC Group is operating in compliance with its policies and procedures in relation to corruption.
- e) **Training and Communication:** To provide its employees and business associates with adequate training to ensure thorough understanding of this Policy.

14.0 Privacy Policy - Disclosure and Transfer of Personal Information (Within or Outside of Malaysia)

Any disclosure and transfer of personal information is conducted in accordance with TMC Group's privacy policy which can be viewed at <https://www.thomsonhospitals.com/privacy-policy/> or as may be amended from time to time by TMC Group. In making the disclosure/report under this Policy, he/she consents to having his/her personal information being transferred to TMG for purposes of processing the complaint submission within Malaysia or outside of Malaysia.