



ECONPILE HOLDINGS BERHAD
201201032676 (1017164-M)

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

1. INTRODUCTION

Econpile Holdings Berhad and its subsidiaries (collectively known as “the Group” or “Econpile”) adopt zero tolerance approach towards all forms of bribery and corruption. The Group promotes the value of good governance and integrity in carrying out its business activities.

In line with this commitment, this Policy sets out the Group’s overall position on bribery and corruption in all its forms. Full compliance to the spirit and the letter of the Policy is mandatory and should be maintained using a principle-based approach.

2. SCOPE

This Policy is applicable to the following:

- Directors of Econpile Holdings Berhad, both executive and non-executive; and,
- All employees within the Group.

External Party(ies) should comply with the relevant parts of this Policy.

External Party(ies) in this Policy refers to individuals, groups or organisations outside of the Group but are affected by the business of the Group, including but not limited to customers, suppliers, subcontractors, business partners, professional service providers and others who perform work or services for or on behalf of the Group.

Where Econpile participates in existing joint ventures as a non-controlling shareholder, the other shareholder(s) shall be made aware about the significance to Econpile of this Policy and shall be encouraged to apply the same policy or a similar standard to the joint venture.

3. RELATED DOCUMENTS

This Policy should be read together with the *Code of Conduct*, the *Code of Ethics* and the *Whistleblowing Policy & Guidelines*, accessible at www.econpile.com.

The detailed *Anti-Bribery and Corruption Policy & Guidelines* with guidelines on internal due diligence procedures are made available to concerned employees.

4. ANTI-BRIBERY AND CORRUPTION POLICY

- 4.1 ISO 37001:2016 defines bribery as offering, promising, giving, accepting or soliciting of an undue advantage of any value (which could be financial or non-financial), directly or indirectly, and irrespective of location(s), in violation of applicable law, as an inducement or reward for a person acting or refraining from acting in relation to the performance of that person's duties.
- 4.2 Transparency International defines corruption as the abuse of entrusted power for private gain.
- 4.3 Econpile's directors, employees and External Party(ies) shall not whether directly or indirectly, offer, give, receive or solicit any item of value, in the attempt to illicitly influence the decisions or actions of a person in a position of trust within an organisation, either for the intended benefit of Econpile or the persons involved in the transaction.
- 4.4 External Party(ies) shall take practical measures to prevent corrupt practices in their dealings with the Group as their actions could affect the Group legally and tarnish the Group's reputation.
- 4.5 No employee or External Party(ies) will suffer demotion, penalty or other adverse consequences in retaliation for refusing to pay or receive bribes or participate in other illicit behaviour.
- 4.6 Econpile is committed to conduct due diligence checks on directors, employees, External Party(ies), prior to engagement with them, where there is significant exposure to bribery and corruption risk.
- 4.7 Econpile is committed to provide an avenue for all employees and members of the public to raise concerns about any suspected and/or known improper conduct that they may observe occurring within the Group. Detailed guidance on reporting procedures on suspected bribery or corruption activities can be found in the *Whistleblowing Policy & Guidelines*, accessible at www.econpile.com.

5. GIFT AND CORPORATE HOSPITALITY

5.1 No Gift Policy

- 5.1.1 The Group adopts a No Gift Policy whereby, subject only to certain narrow exceptions, the Group's employees and directors, family members or agents acting for or on behalf of the Group's employees, directors or their family members are prohibited from, directly or indirectly, receiving or providing gifts.
- 5.1.2 It is the responsibility of employees and directors to inform External Party(ies) involved in any business dealings with the Group that the Group practices a No Gift Policy and to request the external party's understanding for adherence with this policy.

5.1.3 Although generally the Group practices a No Gift Policy, there are certain exceptions to the general rule whereby the receiving and provision of gifts are permitted in the following situations:

- (a) Exchange of gifts at the company-to-company level (e.g. gifts exchanged between companies as part of an official company visit/courtesy call and thereafter said gift is treated as company property);
- (b) Gifts from company to external institutions or individuals in relation to the company's official functions, events and celebrations (e.g. commemorative gifts or door gifts offered to all guests attending the event);
- (c) Gifts from the Group to employees and directors and/or their family members in relation to an internal or externally recognised Company function, event and celebration (e.g. in recognition of an employee's/director's service to the Company);
- (d) Token gifts of nominal value normally bearing company's logo (e.g. t-shirts, pens, diaries, calendars and other small promotional items) that are given out equally to members of the public, delegates, customers, partners and key stakeholders attending events such as conferences, exhibitions, training, trade shows etc. and deemed as part of the company's brand building or promotional activities;
- (e) Gifts to charitable organisations or the equivalent who have no business dealings with the Group (e.g. monetary gifts or gifts in-kind to charitable organisations); and,
- (f) Festivity gifts which are customarily exchanged during festive seasons.

5.2 Purchase of Gift and Corporate Hospitality

5.2.1 Purchase requisition pertaining gift and corporate hospitality shall be a reasonable amount, subject to the approval in line with the Group's Limit of Authority. Such gifts and hospitality shall fulfil all the following conditions prior to approval:

- (a) They are intended to maintain good rapport with the external parties of the Group;
- (b) They are limited, customary and lawful under the circumstances;
- (c) They do not have or perceived to be affecting action(s) or decision(s) of the receiving party;
- (d) There shall be no expectation of any specific favour, benefit or advantages from the intended recipients;

- (e) There shall not be any corrupt/ criminal intent; and,
- (f) The giving out of gift or corporate hospitality shall be transparent.

5.2.2 Purchase requisition pertaining to gift and corporate hospitality for government officials shall be restricted to statutory limit of the respective countries. However, gift in the form of cash or cash equivalents such as vouchers and gift certificates shall never be given or offered to any government officials.

5.2.3 Purchase requisition on gift or corporate hospitality must be supported by details such as purposes and names of intended recipients.

5.3 Gift Acceptance

5.3.1 In no circumstances may an employee, director or his/her family/household members accept gifts in the form of cash or cash equivalents.

5.3.2 Festive gifts received must be declared and recorded in a Gift Register maintained by the Human Resources Department.

5.3.3 Employees may accept gifts of nominal value such as stationery, calendars, desk diaries, tokens or other souvenirs in connection with business events which carries the giver's company name or corporate logo for advertising or marketing purposes. The declaration and recording of gifts of such nature is not necessary.

5.4 Corporate Hospitality Acceptance

5.4.1 Acceptance of appropriate, reasonable (on an individual and aggregate basis) and genuine hospitality is allowed.

5.4.2 Acceptance must be considered carefully to avoid the possibility of allegations of improper conduct. This is vital to safeguard the Group's reputation and to protect its employee from allegation of soliciting bribe or corruption.

5.4.3 Acceptance of hospitality must be in proportion to that which the Group would offer in similar circumstances or would be deemed acceptable for an employee to claim as a business expense.

6. DONATION AND SPONSORSHIP

6.1 The Group shall ensure that all sponsorships and donations are not used as a subterfuge for bribery.

6.2 The resources (including funds and facilities) of the Group shall not be used for or contribute to any political organisation or candidate.

6.3 All sponsorships and donations must:

- (a) comply with applicable laws;
- (b) obtain all the necessary internal, and if required external authorisation;
- (c) be made to well established entities having an adequate organisational structure to guarantee proper administration of the funds; be accurately stated in the Group's accounting books and records; and,
- (d) not be used as a means to cover up an undue payment or bribery.

Examples of red flags to look out for are as follows:

- (a) The proposed recipient/organisation have affiliations with a government official or their relatives are involved;
- (b) The contribution is made on behalf of a government official;
- (c) There is a risk of a perceived improper advantage for the Group; or,
- (d) The proposed recipient is based in a high-risk country, the request comes from a high-risk country or the activity takes place in a high-risk country.

6.4 All donation and sponsorship payments are subject to approval in line with the Limit of Authority and must be supported by official requests and proof of receipt.

7. FACILITATION AND EXTORTION PAYMENTS

- 7.1 Facilitation payment to external party, in particular, government officials, is strictly prohibited as it is seen as a form of bribery and corruption, unless it can be proven that such payment is legitimate and supported by an official receipt.
- 7.2 Facilitation payment shall not be in any way or form be disguised or translated in personnel remuneration package.
- 7.3 Subject to the fulfilment of criteria in Clause 7.1, facilitation payment request must be approved by the Group Chief Executive Officer/ Group Managing Director.
- 7.4 Exception to Facilitation Payment (Extortion Payment)
 - (a) Extortion payment to any party shall not be made unless the employee(s) and or their families health, safety and or liberty are threatened.
- 7.5 Subject to the fulfilment of criteria in Clause 7.4(a), extortion payment request must be approved by the Group Chief Executive Officer/Group Managing Director.

8. CONFLICT OF INTEREST

- 8.1 A conflict of interest occurs when an employee's private interest interferes, or appears to interfere, in any way with the interests of Econpile. An employee should actively avoid any private interest that may impact such employee's ability to act in the interests of Econpile or that may make it difficult to perform the employee's work objectively and effectively.
- 8.2 Any employee involved in a situation which may constitute a conflict of interest or which others could reasonably perceive as a conflict of interest, must report it to his or her immediate superior, who will assess whether there is a conflict of interest and how to best address it.

9. EMPLOYEES RESPONSIBILITIES

All employees are required to understand and comply to this Policy and their responsibilities are:

- to adhere to the spirit of the Policy, and to any applicable requirements in the Policy;
- to raise suspected breaches to the Policy to immediate superiors; and where applicable, such violation concerns may be reported via whistleblowing channel as stated in the Group's *Whistleblowing Policy & Guidelines*.

10. ENFORCEMENT FOR NON-COMPLIANCE

For employees, non-compliance to this Policy may lead to disciplinary action from written warning up to termination of employment and possible legal action.

For External Party(ies), non-compliance may lead to penalties including termination of contract. Further legal action may also be taken in the event that Econpile's interests have been harmed by the results on non-compliance by individuals and organisations.

11. DECLARATIONS BY EMPLOYEES AND EXTERNAL PARTY(IES)

All Econpile's employees shall certify in writing in the form set out in Appendix A of this Policy confirming that they have read, understood and will abide by this Policy. A copy of this confirmation shall be documented and retained by the Human Resources Department for the duration of employment.

The External Party(ies) are required to sign the Declaration of Integrity in the form set out in Appendix B of this Policy to acknowledge an understanding of this Policy and their agreement to adhere to the Policy, as well as the relevant laws and regulations.

12. POLICY REVIEW

This Policy shall be reviewed periodically and updated as necessary to ensure its adequacy in implementation and enforcement.

This Policy is accessible at the Company's website at www.econpile.com.

The Policy was reviewed and approved by the Board on 25 May 2022.

Appendix A

Employee Declaration

I hereby confirm that I have read, understood and will abide by Econpile's Anti-Bribery and Corruption Policy.

Employee's Signature

Name:	
NRIC/Passport No.:	
Designation/Department:	
Date of Confirmation:	

Appendix B

External Party Declaration of Integrity

1. We/I, _____, declare that we have read and understood Econpile’s Anti-Bribery and Anti-Corruption Policy (“the Policy”) and will comply with the provisions of the Policy directly or indirectly applicable to us/me, as well as all laws and regulations related to bribery, corruption or any type of fraudulent business practices (“the Applicable Laws”).
2. We/I will not offer, give, agree to offer or give, to any Econpile’s employee any bribe, gift and/or all forms of gratification to influence the decision of Econpile in favour of me or my company.
3. We/I will not, where we/I perform services for and on behalf of Econpile, offer, give, agree to offer or give, to any other person any bribe and/or any form of gratification in return for a benefit or advantage to Econpile.
4. We/I will ensure that our subsidiaries, affiliates, employees, agents and persons performing services for and on our behalf will also comply with the Policy as well as the Applicable Laws.
6. We/I confirm that we/I have not been convicted nor are we/am I the subject of any investigation, inquiry or enforcement proceeding by authorities of any actual or suspected bribery and corruption activities.
7. We/I undertake to report any actual or suspected breach of the Policy or of any of the Applicable Laws to Econpile as soon as reasonably practicable.
8. We/I agree that if it is found that we/I have breached any provision of this Policy or any of the Applicable Laws, Econpile may immediately terminate the contract/agreement entered with us/me without any liability whatsoever. This shall be without prejudice to any other rights or remedies that Econpile may have or any other appropriate actions which Econpile may seek under the terms of the applicable contract/agreement or the Applicable Laws.

Acknowledgment of acceptance to the Declaration of Integrity by:

Signature:

Name of Company’s authorised representative:

NRIC/Passport No.:

Designation:

Company Stamp: