

Confidential



ANTI-BRIBERY AND CORRUPTION POLICY

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GLOSSARY

ABC Policy	:	<i>Anti-Bribery and Corruption Policy.</i>
Approving Authority	:	<i>Approving Authorities as prescribed in DanaInfra Nasional Berhad's Authority Manual.</i>
Board	:	<i>Board of Directors DanaInfra Nasional Berhad</i>
Board Committee	:	<i>Members of the Board Committees of DanaInfra Nasional Berhad.</i>
Company/DanaInfra	:	<i>DanaInfra Nasional Berhad</i>
DCCE	:	<i>Directors' Code of Conduct and Ethics</i>
GHET	:	<i>Gifts, Hospitality, Entertainment and Travel</i>
MACC Act 2009	:	<i>Malaysian Anti-Corruption Commission Act 2009 (Act 694) including any amendment and / or subsidiary legislations thereto issued by the Malaysian Anti-Corruption Commission</i>
PEP	:	<i>Politically Exposed Person</i>

1.0 POLICY STATEMENT

- 1.1 Danalnfra Nasional Berhad (“Danalnfra” or “Company”) is committed to the principles of ethical conduct, integrity and accountability in all of its business activities and operations.
- 1.2 Danalnfra adopts a zero-tolerance towards any form of bribery and corruption by any of its Officers of the Company and / or any persons acting on behalf of the Company.
- 1.3 Officers of the Company are committed to acting professionally, fairly and with integrity in all the Company’s business dealings and relationships by implementing and enforcing effective and robust procedures to prevent, monitor and eliminate any form of bribery and corruption.

Danalnfra is bound by the laws of Malaysia, in particular the Malaysian Anti-Corruption Commission Act 2009 (“MACC Act 2009”), including any amendment and / or subsidiary legislations thereto. The Company shall also adhere to all laws relating to anti-bribery and corruption in all the jurisdictions in which the Company operates.

- 1.4 Officers of the Company and / or any persons acting for and on behalf of Danalnfra are strictly prohibited from directly or indirectly soliciting, accepting or offering bribes in relation to Danalnfra’s businesses and operations by observing the Directors’ Code of Conduct and Ethics (“DCCE”) and the Integrity Pact respectively..
- 1.5 Danalnfra is also committed in providing avenues for the Officers of the Company and members of the public to make reports on any improper conduct within Danalnfra without fear and consequences.
- 1.6 It is the responsibility of Officers of the Company and persons acting for and on behalf of Danalnfra to comply to this Policy. Consequence management may apply to any non-compliance (such as disciplinary action, termination of contract and / or criminal proceeding where appropriate).
- 1.7 The Company is committed to facilitate ongoing monitoring, reviewing and auditing of the anti-bribery and corruption systems and internal controls based on the Policies contained in this document.

2.0 OBJECTIVE

- 2.1 The Policy aims to:
 - 2.1.1 Crystallize the Company’s position on matters related to bribery and corruption and the consequences of such action;
 - 2.1.2 Prevent any form of gratification and facilitate disclosure of such occurrences in the Company;
 - 2.1.3 Promote a culture of integrity and good governance within the Company; and
 - 2.1.4 Safeguard and protect the Company’s reputation.

3.0 SCOPE

- 3.1 The Policy shall apply to the Board and / or Board Committee members, including members of other committees established by the Board of the Company at any level. Compliance will be enforced via the Integrity Pact for Business Associates and / or Third Parties as defined in paragraph 4.0 below, and the DCCE is to be approved and adopted by the Board.
- 3.2 The Policy shall also apply to all Officers of the Company (whether temporary, fixed-term-contract basis and / or permanent).
- 3.3 Any arrangements the Company makes with Business Associates is subject to clear contractual terms, including specific provisions relating to anti-bribery and corruption.
- 3.4 This Policy shall be read together with the Company's other approved policies, codes, manuals, procedures, guidelines, frameworks, circulars, and any other document as may be issued by the Company from time to time.
- 3.5 Where there is a conflict between the other procedures, guidelines and other internal documents against the policies contained in this document, this policy shall prevail.

4.0 DEFINITIONS

The following definitions apply for the purposes of the Policy:

- Business Associates and / or Third Parties** : Means external parties with whom the organisation has, or plans to establish, some form of business relationship.
- A business associate may also be referred to as a third party, particularly if the associate is acting on behalf of the organisation.
- Third parties such as Project Owners, counterparties, intermediaries, contractors, volunteers, interns, agents, suppliers, service partners, vendors, consultants, advisors, clients, partners, contractor or any other person or persons, associated with the Company and / or performing works or services for or on behalf of the Company.
- Bribery** : Means 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.
- Conflict of Interest** : Means a conflict of interest arises where Officers of the Company have a personal interest that could be seen to have the potential to interfere with their objectivity in performing their duties or exercising their judgment on behalf of DanaInfra.

Corruption : The words “corruption” and “bribery” may be used interchangeably but shall at all times have the same meaning ascribed to “gratification” under the MACC Act 2009 or any other Malaysian laws, including by laws, subsequent legislations and successive legislations (if any).

Forms of corruption offences under the MACC Act 2009 include bribery, kickbacks, facilitation payments, conflict of interest, charitable donations and sponsorships, political donations, patronage, cronyism, nepotism, entertainment/ hospitality, bid rigging, discounts, commissions, rent seeking, false claims, and abuse of position.

Facilitation payment : Means any illegal and / or unofficial payment made as an incentive for the receiver to complete some action or process expeditiously, to the benefit of the party making the payment.

Family : Officers of the Company’s spouse(s), children (including step-children and adopted children), parents, step-parents, siblings, step-siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, cousins, and other persons who are a member of a household. This policy shall include “relative” as defined in Section 3 of the MACC Act 2009.

Gratification : Means any form of gift / reward, for the receiver to complete an action or process expeditiously or to omit from doing a required action to the benefit of party making / providing the gratification, which shall include the following:

- (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 (awards, honours and medals), 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; 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).

Integrity Pact	:	Multi-party agreement entered into by parties seeking to procure goods and services of significant value to govern compliance to particular terms.
Kickback	:	Means illegal payment either in the form of money, gift, credit, or anything of value that enriches a person of power or influence, who uses the power or influence to grant another individual, organisation or company favourable treatment or other improper services.
Officers of the Company	:	Board, Principal Officer and / or Company Secretary of the Company.
Personal Interest	:	Means circumstances where any tangible or intangible benefits and/or gains mentioned in paragraphs 5.1, 5.2, 5.3 and 5.4 could compromise, or be perceived to compromise, one's ability to perform their duties impartially and in the company's best interests.
Political contribution	:	Means any contribution, made in cash or in kind, to support a political cause. Contributions in kind can include gifts of property or services, advertising or promotional activities endorsing a political party, the purchase of tickets to fundraising events, contributions to research organisations with close associations with a political party for the benefit of that political party and release of employees with pay from the employer to undertake any political activities or alternatively to stand for office.
Politically Exposed Person	:	A politically exposed person is an individual who is or has been entrusted with a prominent public function, either domestically or in a foreign country, or by an international organization.
Project Owners	:	Project Owners of the MRT Project, Pan Borneo Highway Sarawak (Phase 1) Project, Light Rail Transit 3 Project and / or any other infrastructure projects mandated from time to time.
Revolving door	:	Means the employment of a person from public office to a company with the aim of exploiting his / her experience and contacts in public service for the benefit of the company.
Whistleblowing	:	Means deliberate, voluntary disclosure or reporting of individual or organisational malpractice by a person who has or had privileged access to data, events, or information about an actual, suspected or anticipated illegal or immoral act as defined on paragraph 3.1 of the Prokhas Whistleblowing Policy.

5.0 DANAINFRA'S BUSINESS DEALINGS

5.1 Gifts, Hospitality, Entertainment & Travel

- 5.1.1 Danainfra adopts a "No Gift" policy whereby, subject to only certain exceptions like accepting normal and appropriate gestures of hospitality and goodwill (whether given to or received from third parties).
- 5.1.2 Officers of the Company must exercise proper care and judgement when dealing with GHET to avoid any perception of bribery and corruption, including to ensure it meets the following requirements:
 - 5.1.2.1 It is not selectively given to a key or influential person or any public officials, clearly with the intention of directly and / or indirectly influencing decision making;
 - 5.1.2.2 It is given openly in the name of the organisation, not an individual;;
 - 5.1.2.3 It does not include cash or a cash equivalent (e.g. a voucher or gift certificate);
 - 5.1.2.4 It is of nominal value not exceeding RM500, and given at an appropriate time (e.g. giving small gifts and / or organization corporate premium items around festive seasons or as a small thank you to an organization for helping with a large project upon completion), taking into account the reason for the GHET;
 - 5.1.2.5 Due care and consideration is required when dealing with public officials. Any gift given to a government official, or representative requires prior approval in accordance with the Company's Approving Authority.
 - 5.1.2.6 Gifts, meals, entertainment, hospitality and travel given and received above RM500 are to be recorded, documented and registered with the Company Secretary and endorsed by any Board member other than the person giving or receiving the GHET.
 - 5.1.2.7 Travel must be for business purpose and does not involve family. In cases where it involves family, the Officer of the Company has to declare to Danainfra and the cost and expenses incurred for the family should be borne by the respective Officer of the Company.
 - 5.1.2.8 The intention behind a gift, hospitality, entertainment or travel being given or received should always be considered. If there is any uncertainty, the advice of the Chairman or any Board members should be sought.
 - 5.1.2.9 It avoids any other circumstances that may create conflict of interest and the perception of bribery or corruption.

5.2 Facilitation Payments and Kickbacks

- 5.2.1 Officers of the Company are prohibited from corruptly giving, agreeing to give, promising, offering or soliciting, or accepting any kickbacks and facilitation payment in accordance with the laws of Malaysia.

- 5.2.2 Contracts should be documented and clearly identify the services or rate of commission or fees paid to agents and intermediaries and the fees must be reasonable relative to the value of the work that is actually being done and the payment made in accordance with the appropriate procurement process and the Company's Approving Authority.
- 5.2.3 The Company does not accept and shall not make any form of facilitation payments of any nature.

5.3 Political Contributions

- 5.3.1 Subject to the definition of Political Contribution in paragraph 4.0, the Company shall not make donations, whether in cash, kind or by any other means, whether directly or indirectly to support any political parties, initiatives, committees or candidates including in jurisdictions in which it does not have a presence. The Company recognises that this may be perceived as an attempt to gain an improper business advantage.
- 5.3.2 The Company is free from any political party influence and should not be seen to be supporting any political party.
- 5.3.3 The Company shall also ensure that it does not offer employment to any officials or ex-officials ("revolving door") that it deals or previously deal with as a form of inducement to act for the benefit of the Company during his official position.
- 5.3.4 The Company acknowledges that members of the Board of Danalnfra may include senior government officials who meet the definition of a PEP. For the avoidance of doubt, Clauses 5.3.1, 5.3.2 and 5.3.3 above shall be applicable to such individuals.

5.4 Charitable Donations, Contributions, & Sponsorships

- 5.4.1 The Company accepts and encourages the act of donating to charities as part of its corporate social responsibility initiatives, provided such initiatives must be carefully examined for legitimacy by conducting due diligence and not be made to improperly influence a business outcome.
- 5.4.2 The Company shall ensure that all charitable donations, contributions and sponsorships made are legal and ethical under local laws, relevant guidelines and practices, and that charitable donations, contributions and sponsorships are offered or made in accordance with the Company's Approving Authority.
- 5.4.3 All charitable donations, contributions and sponsorships shall be appropriately documented by the Company Secretary with the relevant information by the relevant parties involved in the transaction.

5.5 Conflict of Interest

- 5.5.1 Business decisions and actions must be based on the best interests of the Company, and not be motivated by personal interest, considerations or relationships.

6.0 WHISTLEBLOWING

- 6.1 The Company encourages the reporting of suspected bribery, corruption or misconduct through the following means : -
- 6.1.1 Any complaint(s) involving the Officers of the Company shall be escalated to the Chairman or Board members, and any complaint(s) involving the Board members shall be escalated to the shareholder i.e. Minister of Finance, Incorporated (MoF Inc.) (hereinafter referred to as the “**Escalation Process**”).
 - 6.1.2 The appointed manager is governed by Prokhas Whistleblowing Policy for escalation on the operations of the Company and the Board shall be notified in the event of such instances.

7.0 RESPONSIBILITIES AND COMPLIANCE TO THIS POLICY

- 7.1 Officers of the Company and / or Business Associates acting on behalf of the Company are equally responsible for the prevention, detection and reporting of bribery and other forms of corruption. They are required to avoid any activities that could lead to, or imply, a breach of this Policy. This includes maintenance of proper and accurate books and records for all business dealings.
- 7.2 Officers of the Company are also responsible for compliance to all internal policies, procedures and regulations relating to anti-corruption at all times including attending training and awareness sessions.
- 7.3 Non-compliance or breach to this Policy by Officers of the Company may result in disciplinary action, dismissal or termination of position.
- 7.4 Non-compliance to the policy by Business Associates may lead to termination of contracts.
- 7.5 Auditing on the anti-bribery and corruption systems and internal controls shall be conducted periodically.
- 7.6 The annual risk assessment shall include corruption risk assessment and reported to the Board.
- 7.7 All Anti-Bribery Corruption instances are to be reported to the Board on a half-yearly basis, if any.

8.0 RECORD KEEPING

- 8.1 The Company shall keep detailed and accurate financial records and have appropriate internal controls in place to act as evidence for all payments made.
- 8.2 The Company shall declare and keep a written record of the amount and reason for gifts, entertainment, hospitality, and travel accepted and given, as well as understand that such expenses shall be reported by the Board to the Company Secretary.

9.0 CONTINUAL IMPROVEMENT

- 9.1 The Policy will be reviewed within three (3) years or when determined required, to ensure its adequacy and operating effectiveness.
- 9.2 Any change in the policy would result in consequential changes to the DCCE, which will be approved and adopted by the Board.
- 9.3 The Company shall retain the summary of documented information as evidence of the reviews.

INTEGRITY PACT

BACKGROUND

In line with its position as a company under the Minister of Finance (Incorporated) and in pursuit of its continuous efforts to maintain a high level of competency, transparency and integrity in its day-to-day management and business undertakings, DanaInfra Nasional Berhad (“DanaInfra”) requires all of those who desire to enter into any dealings with it, to conform to its business and ethical philosophy and thus commit to a pact as prescribed herein.

THE PACT

Pursuant to the foregoing and in view of the existing/prospective business relationship with DanaInfra, I, _____ (name of representative) who is currently holding the position of _____ (designation/position) and duly authorized to sign this Integrity Pact on behalf of _____ (name of firm/company) (Company No. _____) whose business address is at _____

_____ (business address) hereby irrevocably and unequivocally commit to this Integrity Pact based on the following terms as follows:-

We shall commit ourselves to take all necessary steps to prevent corruption, gratification and unethical practices and bring transparency in all the processes through the following commitments: -

- (a) We will not offer or promise to offer to nor accept or agree to accept from any of DanaInfra’s Officers or their relations the gratification/benefit for which he/she is not legally entitled to get undue favour/advantage or information during the tenure of the relationship with DanaInfra in relation to any pecuniary transactions;
- (b) If any individual(s) representing this firm/company is convicted of offering or giving bribes to any individual(s) in DanaInfra or any other individual(s) directly or indirectly engaged in the existing/prospective business relationship with DanaInfra, we hereby agree, the following actions to be taken:-
 - (i) revocation of any letter of acceptance/engagement; or
 - (ii) termination of the agreement in accordance with its provisions.
- (c) We will immediately inform DanaInfra and lodge a report with the Malaysian Anti-Corruption Commission (“MACC”), if asked to pay any illegal gratification or bribe, in violation of this Integrity Pact, by any of DanaInfra’s Officers (or their relations) or comes to know any illegal payment made to any of our employees. We are aware that failure to report to MACC is an offence under Section 25 of the Malaysian Anti-Corruption Commission Act 2009 [Act 694];
- (d) We shall conform and abide with all processes of DanaInfra in our day-to-day dealings with DanaInfra;



- (e) We shall endeavor to maintain transparent processes in our day-to-day dealings with DanaInfra and shall avoid any ambiguous undertakings that would cast any aspersions by any third parties or the public at large;
- (f) As and when it is relevant to us, we will not enter into agreement with any DanaInfra Officers or other third parties to derail/disturb fair tender process of DanaInfra such as price fixing or other unethical understanding such as cartel formation;
- (g) We shall ensure that all accounts, books and records are properly kept and maintained and we shall cooperate with DanaInfra in any audit or investigation exercised conducted whether by DanaInfra itself, its appointed agent(s) or any other governmental agency and agree to provide reasonable access to this firm/company's accounts, books and records relating to the business relationship/engagement/agreement with DanaInfra for the purpose of allowing DanaInfra, its agent(s) or such governmental agency to review and audit such accounts, books and records;
- (h) We covenant and undertake that we presently have no interest, and shall not have any interest, either direct or indirect, and either actual or potential, which would conflict in any manner with the performance of any services relating to the business relationship/engagement/agreement with DanaInfra. We also understand our obligation to disclose any conflict of interest to DanaInfra;
- (i) We shall at all times commit to a high-level integrity in our day-to-day dealings with DanaInfra and shall always maintain business relations with DanaInfra based on a mutual philosophy of good governance, transparency and honesty; and
- (j) I or any individual(s) representing this firm/company have read and fully understood the DanaInfra's Anti Bribery and Corruption Policy and agree to comply at all times.

I give this undertaking with all sincerity and shall commit to adhere to the spirits prescribed and in the event I or any individual(s) representing this firm/company breach any of the terms herein, DanaInfra has the right to discontinue with any dealing with us in the future.

Signed by: _____)
 _____)
 NRIC No: _____)
 on behalf of _____)
 _____)
 _____)
 (Company No. _____)

On this date:

Witnessed by: _____)
 _____)
 _____)

[Signed by Supplier's witness]