



ANTI-BRIBERY ANTI- CORRUPTION POLICY



**INSIGHTS ANALYTICS BERHAD
(202401035770 (1581617-V))**

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

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1.0 Introduction

INSIGHTS ANALYTICS BERHAD (“**the Company**”) and its subsidiaries (collectively known as the “**Group**”) conducts its business in a legal and ethical manner. The Company requires all employees (including full time, probationary, contract and temporary staff) (“**the Employees**”), directors of the Company (“**the Directors**”) and any person associated to the Group (collectively known as “**Parties Involved**”) to be committed to acting professionally and with integrity in their business dealings.

The Group is fully committed to take all reasonable and appropriate measures to ensure that its businesses do not participate in corrupt activities for its advantage or benefit. This Anti-Bribery and Anti-Corruption Policy sets out the parameters to prevent the occurrence of bribery and corrupt practices in relation to the businesses of the Company.

2.0 Definition of Bribery and Corruption

Generally, bribery and corruption include any action of giving or receiving “gratification” under Section 17A of the Malaysian Anti-Corruption Commission Act 2009.

Bribery is the offering, promising, giving, accepting or soliciting of an advantage as an inducement for action/decision which is illegal, unethical or a breach of trust. A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage and can take the form of any gratification as defined below.

Corruption is the abuse of entrusted power for private gain.

Gratification is defined in the Malaysian Anti-Corruption Commission Act 2009 to mean:

- (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; 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).

3.0 Objective

The objective of this **Anti-Bribery and Anti-Corruption Policy** is to provide information and guidance to the Parties Involved on standards of behaviour to which they must adhere to and how to recognise as well as deal with bribery and corruption.

This **Anti-Bribery and Anti-Corruption Policy** is not intended to be exhaustive, and there may be additional obligations that the Parties Involved are expected to adhere to or comply with when performing their duties. For all intents and purposes, the Parties Involved shall always observe and ensure compliance with all applicable laws, rules and regulations to which they are bound to observe in the performance of their duties.

4.0 Applicability

This Anti-Bribery and Anti-Corruption Policy is applicable to all Parties Involved of the Group.

Each Employee has a duty to read and understand this Anti-Bribery and Anti-Corruption Policy and is responsible to prevent, detect, report bribery and any forms of corruption as well as to avoid any act or activities that could lead to or imply a breach of this Anti-Bribery and Corruption Policy. Violation of any of the provisions contained herein will be taken seriously and may result in where applicable, disciplinary action, including termination of employment, termination of contract or services and where relevant, reporting to the police or other relevant enforcement agencies.

5.0 Guidance on Common Forms of Bribery and Corruption

5.1 Gifts, Entertainment, and Hospitality and Travel

This Anti-Bribery and Anti-Corruption Policy does not prohibit normal business hospitality, so long as it is reasonable, appropriate, modest and bona fide corporate hospitality.

Some examples of acceptable gifts and/or benefits are as follows:

- (a) Token gifts offered in business situations or to all participants and attendees for example, work-related seminars, conferences, and trade and business events;
- (b) Gifts presented at work-related conferences, seminars and/or business events;
- (c) Gifts given in gratitude for hosting business events, conferences and/or seminars;
- (d) Refreshments or meals during meetings or as participants of work-related conferences and/or seminars; and (e) Meals for business purposes.

As a general principle, the Parties Involved should not accept from, or give a gift to, a third party if it is made with the intention of influencing the third party to obtain or retain business, or in exchange for favours or benefits or giving rise to a conflict of interest situation. In addition, lavish or unreasonable gifts or hospitality should not be accepted as such gifts or hospitality may be perceived or interpreted as attempts by the directors or Employees to obtain or receive favourable business treatment for personal benefits.

The Parties Involved should be mindful in giving or receiving gifts or hospitality as it could be perceived as a way of improperly influencing the decision-making of the recipient. Hence, the intention behind the gifts or hospitality should always be considered.

As a general rule of thumb, gifts provided or received as normal business hospitality in celebration of festive season shall not be in excess of RM1,000 in terms of monetary value and the frequency shall be limited to a maximum of twice per annum for the same party.

5.2 Facilitation Payments to Officer of Public Body ^{N1}

Facilitation payments are unofficial payments or other advantages made to secure or expedite the performance of a routine action by an officer of public body. Directors or Employees shall not promise or offer, or agree to give or offer, facilitation payments to an officer of any public body.

N1: Public Body as defined in Section 3 of Malaysian Anti-Corruption Commission Act 2009

5.3 Third Parties and Agencies

All third parties, including agents, suppliers and joint-venture partners should be made aware of this Anti-Bribery and Anti-Corruption Policy and the arrangements with them shall be subject to clear contractual terms, including specific provisions requiring them to comply with minimum standards and procedures relating to bribery and corruption.

5.4 Political Contribution

Subject to any prevailing law that govern political contribution, the Company may make contribution to political parties or candidates, subject to prior approval from the Board of Directors. However, such charitable contributions are not used as a scheme to conceal bribery. Proof of the political contributions shall be submitted to the Finance Department for documentation and record-keeping.

5.5 Charitable Contribution

Charitable support and donations are acceptable, whether of in-kind services, knowledge, time, or direct financial contributions. However, the Parties Involved must be careful to ensure that charitable contributions are not used as a scheme to conceal

bribery. No donation can be offered or made without the prior approval of the Managing Director, subject to the Group's Limits of Authority. Proof of the charitable contributions shall be submitted to the Finance Department for documentation and record-keeping.

5.6 Money-Laundering

Money-laundering is deemed to have occurred when the criminal origin or nature of money or assets is hidden in legitimate business dealings or when legitimate funds are used to support criminal activities, including financing terrorism.

The Group is committed to abstain from all practices related to money-laundering, including dealing in the proceeds of criminal activities.

Money-laundering is a very serious crime and the laws governing this type of crime can have extra territorial effect, i.e., the application of the law is extended beyond local borders. The penalties for breaching anti-money laundering legislation are severe and can include extradition and incarceration in foreign jurisdictions.

To avoid violating anti-money laundering laws, the Parties Involved are expected to always conduct counterparty due diligence to understand the business and background of the Group's prospective business counterparties and to determine the origin and destination of money, property and services.

Counterparty means any party that the Company is currently in relationship with or intends to do business within the future, either on a regular or one-off basis. Counterparties include, but are not limited to, customers, suppliers, consultants, agents, joint-venture partners and any other business partners.

6.0 Record-Keeping & Approval Mechanism

It is important that proper and complete records be maintained of all payments made to third parties in the usual course of business as these would serve as evidence that such payments were bona fide, and not linked to corrupt and/or unethical conduct. All accounts, invoices, documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with accuracy and completeness.

Employees must declare all gifts accepted or offered to third parties in celebration of festive seasons and submit details to the Finance Department for documentation and recordkeeping.

7.0 Compliance to the Law

The Group will comply with all applicable laws, rules and regulations of the governments, commissions and exchanges in jurisdictions within which the Company operates. In particular, the Parties Involved are expected to understand and comply with the Malaysian Anti-Corruption Commission Act 2009 (including any amendment thereof) and the Malaysian Anti-Corruption Commission (Amendment) Act 2018. The Group reserves the right to report any actions or activities suspected of being criminal in nature to the police or other relevant authorities.

8.0 Reporting of Violations

Any person who knows of, or suspects, a violation of the Anti-Bribery and Anti-Corruption Policy, is encouraged to whistle-blow or report the concerns through the mechanism set out under the Group's Whistleblowing Policy and Procedures. No individual will be discriminated against or suffer any sort or manner of retaliation for raising genuine concerns or reporting in good faith on violations or suspected violations of the Anti-Bribery and Anti-Corruption Policy. All reports will be treated confidentially.

For reference purposes (not exhaustive in nature), the following are some of the "red-flags" or indicator for possible concerns to be raised/reported:

- (a) The party involved is known to has previously engaged in or has been accused of engaging in improper business activities/practices, paying bribes or requiring bribes to be paid to him/her.
- (b) The party involved insists on receiving commission or fee for payment before committing to conclude a business agreement or contract or enter into formal business relationship.
- (c) The party involved requests for payment in cash or refuses to sign a formal agreement or to provide an invoice or receipt for a payment made.
- (d) The party involved requests for payment to be made to a country or jurisdiction different from the place in which he/she/it domiciles or conducts business.
- (e) The party involved requests for an unexpected additional fees or commission.
- (f) The party involved demands for lavish entertainment or gifts before commencing or continuing with the contractual agreement or provision of service.
- (g) The party involved requests to overlook potential legal/regulatory violation.
- (h) The party involved requests to provide employment or unwarranted advantage to his/her friend or relative.
- (i) Invoice received from the party involved differs from the common format adopted by the entity he/she works for, or the content of such invoice does not reflect the actual service provided.
- (j) The party involved refuses to put the negotiated terms in writing.

The party involved requests to use the services of an agent, intermediary, consultant or supplier not typically known or used by the entity he/she works for.

9.0 Review of the Policy

The Parties Involved are responsible for the success of this Anti-Bribery and Anti-Corruption Policy and should ensure adherence to this Anti-Bribery and Anti- Corruption Policy and use it to disclose any suspected wrongdoing.

The Managing Director and Key Senior Officers of the Group will monitor compliance with this Anti-Bribery and Anti-Corruption Policy and review this Anti-Bribery and Anti-Corruption Policy from time to time (at minimum, on an annual basis) to ensure that it continues to remain relevant and appropriate.

Any amendments to this Anti-Bribery and Anti-Corruption Policy shall be approved by the Board of Directors.

This policy was adopted by the Board on 15th January 2025.

Appendix I: Employees Anti-Bribery & Corruption Policy & Procedure Declaration Form

I, _____, hereby declare that I have read and understood Insights Analytics Berhad and its subsidiaries' ("the Group") **Anti-Bribery & Corruption Policy and Procedure** ("ABC Policy" or "said Policy and Procedure") and the responsibilities required of me in relation to the said Policy and Procedure.

I will abide by the requirements and provisions set out in the said Policy and Procedure which shall be read together and forms part of my employment contract with the Group.

I confirm that throughout the course of the calendar year _____, I have/ the entity (being) for which I am an authorised signatory has:

- a) complied with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009 ("Act") or any equivalent laws which I am/it is subject to;
- b) not engaged in any activity, practice, or conduct which would constitute an offence under the Act or equivalent laws;
- c) taken a zero-tolerance approach to bribery and corruption and observed the highest ethical standards in my activities/its own business activities and agree that neither I/it nor any associated person have/has offered, promised or accepted any payment or gift to or from any person (directly or indirectly) for the purpose of influencing a decision; and
- d) maintained and complied with relevant policies and procedures designed to promote and achieve compliance with applicable anti-corruption laws.

I understand that if I am a party to any breach of the said Policy and Procedure during the term of my employment, then it could be regarded as major misconduct which may result in disciplinary action, up to and including dismissal against me.

Name:
NRIC:
Designation:

Appendix II: Business Associates Anti-Bribery & Corruption Policy & Procedure Declaration Form**ANTI-BRIBERY AND CORRUPTION DECLARATION**

Our Company, _____ (*Company Name*) bearing the company registration number of _____, (which includes our Directors, officers and employees) hereby:

1. PLEDGE, COMMIT AND UNDERTAKE THAT:

A. We have read and understood and will comply with:

- (i) the **Anti-Bribery & Corruption Policy and Procedure (“ABC Policy”)** of Insights Analytics Berhad. The ABC Policy outlines Insights Analytics Berhad and its Subsidiaries’ (“the Group”) zero-tolerance stance against corruption and we shall always fully adhere to the ABC Policy during the performance of our duties;
- (ii) all applicable laws and regulations relating to anti-bribery, anti-corruption and fraud (“**Applicable Laws**”); and
- (iii) the following anti-corruption principles promoted by the Malaysian Anti-Corruption Commission (“**MACC**”):
 - (a) promoting values of transparency, integrity and good corporate governance;
 - (b) strengthening internal control systems that support corruption prevention;
 - (c) adhering to anti-corruption rules and regulations;
 - (d) eradicate any form of corrupt practice; and
 - (e) supporting anti-corruption initiatives by the Malaysian Government, MACC and other authorities within the country’s jurisdictions that we operate,

to the best of our knowledge (collectively referred to as the “**Provisions**”).

- B. We shall not, through any of our representatives, agents or any persons associated to us or the Group, commit any corruption offence or breach any of the Applicable Laws and/or the Provisions. We shall not encourage any corruption elements within our business practices, activities, operations and transactions.
- C. We have not been convicted nor are we the subject of any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach of the Applicable Laws and/or the Provisions and will report any actual or suspected breach of the Applicable Laws and/or the Provisions as soon as reasonably practicable and to the extent permitted by law, to the Group.
- D. We have not been and are not listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programme or other government contract.
- E. We shall take all measures and implement appropriate measures to ensure compliance with the Applicable Laws and the Provisions.

2. AGREE THAT:

- A. In the event that we are in breach of any of the above sections or the Applicable Laws and/or the Provisions, the Group may immediately revoke the contract awarded or terminate the contract in relation to our business transactions without any liability whatsoever on the part of the Group. This is without prejudice to any other rights or remedies that the Group may have or any other appropriate action which the Group may take under the terms of the applicable tender or contract or applicable laws and regulations.
- B. In the event that we are in breach of any of the above sections, the Applicable Laws or the Provisions, we shall indemnify the Group against all forms of damages and/or liabilities, whether criminal or civil, if any legal action was brought against the Group in relation to the breach.
- C. Should any person attempt to solicit any bribe or advantage (whether financial or otherwise) from us or any other person connected to us either as an inducement or incentive for us to be selected for a proposed business transaction with the Group or as a reward, gift or bonus or where we have reasonable grounds to suspect any breach of the obligations in this Anti-Bribery and Corruption Declaration, the ABC Policy or any Applicable Laws, we will report such act to the Group as soon as reasonably practicable.
- D. The ABC Policy may be updated, amended or revised from time to time to ensure its adequacy in implementation and enforcements and we, upon receiving the updated, amended or revised ABC Policy, shall fully adhere to all terms thereto.
- E. We are fully informed on the Whistleblowing Policy and Procedures and the channels which are available to us as an avenue to report any misconduct or incident in relation to the commercial transaction(s) between the Group and us.

Dated the day of

For and on behalf of the Business Associate,
Yours sincerely,

Name of Company Director:
NRIC / Passport No.:
Position / Designation:
Company Stamp:

Received and acknowledged by:

Name of Company Director:
NRIC / Passport No.:
Position / Designation:
Insights Analytics Berhad or its Subsidiaries