



99 SPEED MART RETAIL HOLDINGS BERHAD

[Registration No. 202301017784 (1511706-T)]

ANTI-BRIBERY & ANTI-CORRUPTION POLICY

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1. INTRODUCTION

99 SPEED MART RETAIL HOLDINGS BERHAD (“**Group**” and includes any subsidiaries of the Group, where applicable) is committed to conducting its business professionally, ethically, with integrity and in compliance with all laws and regulations.

The introduction of Section 17A of the Malaysian Anti-Corruption Commission Act 2009 (“**MACCA**”), which imposes liability on a commercial organisation for corruption committed by persons associated with the commercial organisation. Commercial organisation includes its directors, controller, officer, partner or persons concerned in its management of affairs.

This Policy was developed in accordance with the guidance from the Ministerial Guidelines on Adequate Procedures pursuant to Section 17A(5) of the MACCA (“**Ministerial Guidelines**”).

1.1 Purpose & Scope

This Policy was developed to convey the Group’s position on bribery and corruption to the public. This Policy is prepared as a guidance on the procedures and create mindfulness on the obligation to adopt and execute an effective anti-bribery and anti-corruption compliance program, in compliance with the applicable laws and regulations, to prevent any bribery and corruption activities that may occur during the course of business.

In the event of any conflict or inconsistency between the provisions of this Policy and the laws and regulations of Malaysia, the latter shall prevail.

This Policy is applicable to:

- (i) every employee of the Group (whether in Malaysia or outside Malaysia and whether permanent, fixed term or temporary basis) (“**Employees**”);
- (ii) every director of the Company and each of the subsidiary companies within the Group (including executive and non-executive director) (“**Directors**”); and
- (iii) business associates of the Group, which includes associated and affiliated companies of the Group, franchisees, partners, vendors, suppliers, contractors, sub-contractors, professionals, consultants, agents, representatives, company secretaries and others performing work or services for or on behalf of the Group (“**Business Associates**”).

The term “**99**”, “**99 Speed Mart**”, “**we**”, “**us**” or “**our**” when used in this Policy shall refer to the Group and its subsidiaries and the term “**you**” or “**your**” shall refer to all its Employees, Directors and Business Associates or any Third Party (hereinafter defined), unless the context indicates otherwise.

1.2 Non-compliance

The Group embraces a zero-tolerance policy against all forms of bribery and corruption. Any non-compliance and/or violation of this Policy will be treated strictly by the Group which may lead to the termination of employment/service or any business relationship, arrangements or transactions, disciplinary actions being taken against you, initiation of legal proceeding, report to the relevant authorities and/or other appropriate actions (where applicable).

1.3 Effective Date

This Policy shall take immediate effect upon the approval by the Board of Directors of the Group. It shall be circulated to all Employees, Directors and Business Associates promptly. This Policy is applicable to future and existing Employees, Directors and Business Associates who must be instantly notified of this Policy upon appointment, engagement or establishment of the interests or relationships. Their acceptance and agreement to the Policy shall be communicated and recorded. Should there be any changes to the Policy, such changes shall be circulated and notified in the same way.

2. ANTI-BRIBERY AND ANTI-CORRUPTION

2.1 Defining Bribery and Corruption

The Malaysian Anti-Corruption Commission in its official portal (www.sprm.gov.my) describes “corruption” as an act of giving or receiving of any gratification or reward in the form of cash or in-kind of high value for performing a task in relation to his/her job function or activity.

Corruption may include “bribery” which commonly defined as any offering, promising, giving, requesting agreeing to receive, accepting a gratification, or other advantages (taxes, services, donations, favours etc.) with the intention of inducing or rewarding someone to perform their job function or activity improperly. Forms of bribery includes kickbacks, inflated commissions, expensive gifts, and political donations, excessive or inappropriate entertainment.

2.2 Offences under the MACCA

- A. The new amendment on MACCA, in particular the introduction of Section 17A, makes it an offence, amongst others, to:
- (i) corruptly solicit or receive or to agree to receive, or corruptly give, promise or offer any gratification as an inducement to or a reward for, or otherwise on account of any person:
 - (a) doing or forbearing to do anything; or
 - (b) any officer of a public body doing or forbearing to do anything, in which the public body is concerned;
 - (ii) being an agent, corruptly accepts or obtains, or agrees to accept or attempts to obtain, from any person any gratification as an inducement or a reward for:
 - (a) doing or forbearing to do, or for having done or forborne to do, any act in relation to his principal’s affairs or business; or
 - (b) showing or forbearing to show favour or disfavour to any person in relation to his principal’s affairs or business; and
 - (iii) corruptly gives or agrees to give or offers any gratification to any agent as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do any act in relation to his principal’s affairs or business, or for showing or forbearing to show favour or disfavour to any person in relation to his principal’s affairs or business.

Legal Consequences of Committing such Offences

The legal consequences for committing an offence under the MACCA include a fine of not less than ten (10) times the sum or value of the gratification which is the subject matter

of the offence, or one million ringgit (RM1,000,000.00), whichever higher OR imprisonment for a term not exceeding twenty (20) years or both.

“**Gratification**” as defined under the MACCA to include:

- (i) 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;
- (ii) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- (iii) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (iv) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- (v) any forbearance to demand any money or money's worth or valuable thing;
- (vi) 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
- (vii) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (i) to (vi).

Note: this Policy refers “bribery and corruption” as a standard term to cover all types of gratification.

- B.** Any person to whom any gratification is given, promised, or offered, inconsistent with the MACCA shall report such gift, promise or offer together with the details including name, if known, of the person who gave, promised or offered such gratification to him to the nearest officer of the Malaysian Anti-Corruption Commission or police officer. The legal consequences for failure to report, which could lead to prosecution which may result in a term of imprisonment and/or fine being imposed, are set out under Section 25 of the MACCA. This would equal to a criminal conviction which may, amongst others, disqualify a person convicted from being a director of a company, an officer or a person whether directly or indirectly concerned with or takes part in the management of a company.
- C.** It is noteworthy, amongst others, that an offence relating to bribery and corruption may be committed notwithstanding the alleged “bribe” is not in the form of money (see the definition of “gratification” above) and even if the value of the “bribe” is small or minimal.

3. GIFTS, ENTERTAINMENT AND HOSPITALITY

3.1 Gifts

Employees and Directors shall not solicit or accept and give or offer any gifts from or to Business Associates or any third party that may have direct, indirect or potential business interest or relationship with the Group (“**Third Parties**”). The Group, however, recognises that in certain cultures or situations, gift offering and receiving is customary, a tradition or central part of business etiquette.

A. Offering Gifts

- (i) Generally, Employees and Directors are not allowed to give any gifts to Business Associates or to Third Parties.

- (ii) Gifts to Business Associate or to Third Parties shall only be given mainly as an act of appreciation or common business courtesy associated with festive seasons or other ceremonial occasions. Any gifts offered shall be unsolicited and not affecting or be perceived as affecting business judgment.
- (iii) Employees and Directors shall maintain expenses within the limits authorised and the gift's value must be commensurate with the occasion and in accordance with general business practice.
- (iv) All expenses incurred to provide the gifts must be properly documented, receipted and recorded, in accordance with and complies with 99 Speedmart's standard operating procedures, detailing the following:
 - (a) details of the gift;
 - (b) the value of the gift;
 - (c) the purpose and occasion such gift were given; and
 - (d) the counterparty receiving the gift, including the organisation or entity he/she belongs with and its role in the Group's business.

B. Receiving Gifts

- (i) If a gift from Business Associates or Third Parties was offered to or has been received by Employees and Directors, the Employees and Directors are required to politely return the gift with an explanation about the Group's "No Gift" policy.
- (ii) In the event where it is not possible to refuse or return a gift, Employees should report to his/her Head of Department, where applicable, or in the case of Directors, to the Board of Directors, and record the gift received with the details of the gift; the estimated value of the gift; the purpose and occasion such gift were given; and the counterparty providing the gift, including the organisation or entity he/she belongs to and its role in the Group's business.
- (iii) The Chief Executive Officer of the Group ("CEO") or Head of Department, where applicable, shall decide if the gifts can be accepted and determine the treatment of the gift, if accepted. If the Head of Department is unsure of in his/her decision or on the treatment of gifts accepted, he/she shall consult the CEO.
- (iv) If a decision has been made to accept the gifts, the CEO or Head of Department, where applicable, shall decide on the treatment of gifts based on the following:
 - (a) donate the gift to charity;
 - (b) register it as company property to be used generally by all employees;
 - (c) display the gift in a common area;
 - (d) share the consumption of the gift with employees; or
 - (e) permit the gift to be retained by the employee.

The decision to accept gifts and the treatment of gifts shall be recorded.

C. Exception

Notwithstanding the above, Employees may accept gifts in the following situations, without having to report to his/her Head of Department, where applicable, or in the case of Directors, to the Board of Directors and recording the same:

- (i) corporate gift such as token gifts or promotional items that bears the company's name and logo and are of nominal / appropriate value such as diaries, table

- (ii) calendars, pens, notepads and plaques; and
sample for the purposes of product quality and market value experiments only

provided that such gifts are placed in common area and shared amongst the Employees as well as are not extended and/or accepted for the purpose of or with intention to:

- (a) influence a particular Employee and Director's present or future act or decision;
- (b) inducing that particular Employee or Director to perform or omit any act in violation of his/her proper duties and responsibilities; or
- (c) inducing that particular Employee or Director to use or direct any person to use his influence with the government, or any of its representatives, divisions or agencies to affect or influence any act or decision of any such government, representative, division or agency and in any or all of the above cases, for the purpose of expediting, benefiting, prejudicing or influencing in any way whatsoever whether directly or indirectly the business dealings or relationship of the gift provider with the Group.

3.2 Entertainment and Hospitality

It is a common practice within the business environment to provide occasional entertainment and hospitality to foster business relationships. Thus, the Group recognises that reasonable and proportionate entertainment and hospitality may be provided at a modest level for such purposes. Hospitality and entertainment may include meals, receptions, tickets to entertainment, social or sports events.

Whilst the act of hospitality through entertainment is a central part of business etiquette, it may create a negative perception if observed or known by others despite selfless motives behind the entertainment provided. For the purpose of safeguarding the Group from any impropriety or undue influence which may give rise to a risk of bribery, it is important that Employees and Directors exercise proper care and judgment before providing entertainment and hospitality to Business Associates or to Third Parties and/or accepting entertainment or hospitality offered by Business Associates or Third Parties.

A. Providing Entertainment and Hospitality

- (i) Providing or offering entertainment and hospitality, whether directly or indirectly, by the Employees, Directors and Business Associates with the intention to inappropriately influence any individual in exchange for any benefit or advantage in return for the Group are strictly prohibited.
- (ii) Employees and Directors should always be minded exercising proper care and judgment, in providing or offering entertainment and hospitality to Business Associates or Third Parties to foster healthy business relationship, in order not to be perceived that the provision or offer of entertainment and hospitality is in response to, or in anticipation of, or to influence business judgment.
- (iii) Employees and Directors shall obtain approval from your Head of Department / the Board of Directors prior in providing or offering entertainment and hospitality to Business Associates or Third Parties to foster healthy business relationships. Employees and Directors shall also maintain expenses within the limits approved in compliance with 99 Speedmart's standard operating procedure when providing or offering entertainment to Business Associates or to Third Parties.
- (iv) All expenses incurred to provide the entertainment must be properly documented, receipted and recorded together with the details of the

entertainment; the value of the entertainment; the purpose and occasion such entertainment were given; and the counterparty accepting the gift, including the organisation or entity he/she belongs with and its role in the Group's business.

B. Receiving Entertainment and Hospitality

- (i) Soliciting entertainment and hospitality from Business Associates or Third Parties by Employees and Directors is strictly prohibited.
- (ii) Employees and Directors are also prohibited from accepting entertainment that is unreasonable, improper, unlawful, or given in response to, or in anticipation of, or to impact business judgment.
- (iii) Under an appropriate circumstances where entertainment and hospitality offered by Business Associates or Third Parties is found to be helpful to foster a healthy business relationship, Employees or Directors may notify his/her Head of Department/the Board of Directors and record the event, prior to pursuing the same, with the details of the entertainment or hospitality; the value of the entertainment or hospitality; the purpose and occasion such entertainment or hospitality were given; and the counterparty receiving the entertainment or hospitality, including the organisation or entity he/she belongs with and its role in the Group's business.

3.3 Dealing with Public Officials

Employees, Directors and Business Associates must comply with all applicable laws, conduct themselves with integrity and apply the highest ethical standards whenever they deal or otherwise engage with Officer of a Public Body or a Foreign Public Official ("**Public Officials**") as bribing Public Officials is an offence under the MACCA. Employees, Directors and Business Associates must not directly or indirectly exert, or attempt to exert, any improper Public Officials.

"**Officer of a Public Body**" is defined under the MACCA as any person who is a member, an officer, an employee or a servant of a public body, and includes 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, and, where the public body is a corporation sole, includes the person who is incorporated as such.

"**Foreign Public Officials**" is defined under the MACCA to include (a) any person who holds a legislative, executive, administrative or judicial office of a foreign country whether appointed or elected; (b) any person who exercises a public function for a foreign country, including a person employed by a board, commission, corporation, or other body or authority that is established to perform a duty or function on behalf of the foreign country; and (c) any person who is authorized by a public international organization to act on behalf of that organization.

A. Providing Gifts, Entertainment and Hospitality to Public Officials

- (i) Paying for or providing gifts, entertainment and hospitality to Public Officials for or on behalf of the Group by Employees and Business Associates are strictly prohibited.
- (ii) Gifts, entertainment and hospitality to Public Officials for or on behalf of the Group must only be paid or provided for by the decision of the CEO. The CEO must conform with the guidelines specified by the Board of Directors and is prohibited

from paying for or providing gifts, entertainment and hospitality that are excessive, luxurious and directed to Public Officials in his/her personal capacity.

4. DONATIONS AND SPONSORSHIPS

4.1 Charitable Donations and Sponsorships

99 Speedmart will provide charitable or educational donations and public welfare sponsorships, as contribution to the communities, provided that they are ethical and legal under applicable laws. Employees and Directors must ensure that all donations and sponsorships by the Group are approved in accordance with 99 Speedmart's standard operating procedure and not used to circumvent or evade the laws or regulatory requirements. More importantly, it shall not be used to facilitate unlawful, bribery/corruption and money laundering activities.

A. Offering Donations and Sponsorships

- (i) All request for donations and sponsorships by the Group shall be directed to the Head of Internal Audit and shall be examined with appropriate due diligence by evaluating the request against the following criteria:
 - (a) the objective of the donation and sponsorship does not contradict with the Group's values;
 - (b) the intended recipient is a legitimate organisation and proper due diligence/background checks have been conducted; and
 - (c) there is no risk of a perceived improper advantage for the Group.
- (ii) Once a donation or sponsorship has been approved, the Group shall initiate necessary measures to ratify the execution of the intended usage of the donation or sponsorship, and where possible, make note on whether the purpose of the donation or sponsorship has been achieved.
- (iii) Documentary evidence relating to donations and sponsorships by the Group (including all expenses incurred for donations and sponsorships) shall be compiled and kept in a medium, either offline or online, within each of the relevant business units within the Group to serve as references for future checking/audit purposes.

4.2 Prohibition of Political Contributions

Employees, Directors and Business Associates shall not make donation or sponsor of any kind to political parties or individual politicians or towards political campaigns or initiatives for or on behalf of 99 Speedmart.

While Employees, Directors and Business Associates may participate in making personal political donations or contributions, those donations or contributions shall never be associated with the Group and must always be made in Employees', Directors' and Business Associates' own personal capacity. 99 Speedmart will not reimburse any personal political contributions.

5. FACILITATION PAYMENTS

Facilitation payments include unofficial and improper payments or benefit made personally to an individual in control of a process or decision to secure or expedite the performance of a routine or administrative duty or function (e.g. influencing the timing of process or issuing of permits).

Facilitation payments are a form of bribery and could be small in value and solicited by both public and private sectors. Thus, facilitation payments are strictly prohibited under this Policy.

There could be instances where payments may be made in exchange for a lawful express or preferential service (e.g. expedited passport and visa approval process). These payments are not considered as facilitation payments provided that the payments fulfil the criteria that the express or preferential service is available to everyone; the payment for express or preferential service is made in accordance with an official and published price list; the payment for express or preferential service is not payable to individual but to the organization or entity; and an official receipt will be issued by the organization or entity for the payment of express or preferential service.

A. Making Facilitation Payments

Making any facilitation payments for or on behalf of the Group, even where such payments may not be expressly prohibited under local law, local practice or customs in certain jurisdictions, by the Employees, Directors and Business Associates are strictly prohibited.

6. INTERGRITY DECLARATIONS

6.1 Conflicts of Interest

Conflicts of interest arise where there is personal interest that can be considered to have potential interference with objectivity in performing duties or exercising judgment for or on behalf of 99 Speedmart. The Group's position on conflict of interest shall be guided by and in accordance with the provisions outlined in the **Conflict of Interest Policy**.

6.2 Declaration of integrity on bribery and corruption by Employees, Directors, Business Associates and Third Parties

A. Employees and Directors

- (i) Declaration of any direct or indirect involvement in bribery and corruption activities shall be made by the Employees if they become aware of any such activities or upon their initial joining of the Group or as when they assume a new position in the Group, by completing the Integrity Declaration Form for Employees, **annexed herewith as Appendix 1**, or any other form as provided.
- (ii) Similarly, Directors are required to make declaration of any such activities by notifying the Company Secretary of the respective companies within the Group.

B. Business Associates and Third Parties

- (i) Letter to Business Associates and Third Parties of 99 Speedmart's Commitment for Anti-Bribery & Anti-Corruption shall be given to all Business Associates prior to engagement/appointment or entering into a relationship or new relationship with the Group, **annexed herewith as Appendix 2**.
- (ii) Information relating to conflicts of interest declarations made by Employees, Directors and the Notification of 99 Speedmart's Commitment for Anti-Bribery & Anti-Corruption circulated to the Business Associates shall be compiled and kept

in a medium, either offline or online, within each of the relevant business units within the Group to serve as references for future checking/audit on potential conflicts of interest or any other related purposes.

7. ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE FUNCTION

7.1 99 Speedmart has established and will continue to manage an Integrity Team which includes the Human Resources, Legal & Compliance, and Internal Audit department to be responsible for all anti-bribery and anti-corruption compliance matters.

7.2 The Integrity Team shall be appropriately equipped to act effectively against bribery and corruption in the following manner:

- (i) provide advice and guidance on anti-bribery and anti-corruption compliance programme and issues relating to bribery and corruption;
- (ii) take appropriate steps to ensure that there is adequate monitoring, measurement, analysis and evaluation of the anti-bribery and anti-corruption compliance programme;
- (iii) Internal Audit to report on the performance of the anti-bribery and anti-corruption compliance programme to the Board of Directors; and
- (iv) coordinate with all Head of Departments to ensure full compliance of the Policy.

7.3 Appropriate resources must be provided for effective operation of the anti-bribery and anti-corruption compliance programme and that the Integrity Team is formed by individuals who consist of the appropriate competence, status, authority and independence.

7.4 The lines of authority for the Integrity Team entrusted with responsibility for overseeing the anti-bribery and anti-corruption compliance programme shall be directly to the Board of Director.

8. RESPONSIBILITIES

8.1 BOARD OF DIRECTORS

- (i) Embraces, adheres, and upholds the integrity of the Group in any decision-making process.
- (ii) To ensure the organization upholds the highest ethical standards in its business operations.
- (iii) Create and encourage a positive, open, honest, and transparent environment where any parties are comfortable to raise and report concerns.
- (iv) Does not tolerate or allow discrimination or retaliation against those who raise or report genuine concerns.
- (v) Establish a proper function or person in charge to curb bribery and corruption risk within the organization through an ABAC program.

8.2 EMPLOYEES, DIRECTORS & BUSINESS ASSOCIATES

- (i) Read, understand, and adhere to this Policy when carrying out duties for and on behalf of the Group.
- (ii) Embrace the principle of not operating outside the law or being inconsistent with the policies or values.
- (iii) Acknowledge ABAC compliance and attend regular training on ABAC related matters.
- (iv) Raise or report suspected or actual concerns, violations, or non-compliance.

8.3 THIRD PARTY

- (i) Understand and share the same core and ethical values as the Group.
- (ii) Act in accordance with this Policy that is consistent with the Group's core values during the performance of its work with the Group.

9. REGULAR MONITORING AND REVIEW

9.1 The Group is committed to making an extended effort on the maintenance of the reputation and standards of the Group.

9.2 Regular audits shall be conducted for the purposes of monitoring, auditing, advancing and appraising performance, efficiency and effectiveness of the extended anti-bribery and anti-corruption efforts by 99 Speedmart. Such audits may be conducted internally by 99 Speedmart or by an external party. The results of any audit, risk assessment, audit of control measures and performance shall be reported to the Internal Audit Team and acted upon accordingly.

9.3 Employees, Directors, and Business Associates are encouraged to elevate or escalate any issues or inadequacies in the anti-bribery and anti-corruption compliance program to the Integrity Team.

10. BRIBERY AND CORRUPTION RISK ASSESSMENT

A bribery and corruption risk assessment should form the basis of an organisation's anti-bribery and anti-corruption efforts. As such, the Group should conduct bribery and corruption risk assessments periodically and when there is a change in law or circumstance of the business to identify, analyse, assess and prioritise the internal and external bribery and corruption risks of the Group.

11. TRAINING AND COMMUNICATION

Adequate training is a foundation to obtain the commitment of the Employees, Directors and Business Associates to anti-bribery and anti-corruption and to provide the Employees, Directors and Business Associates with the skills and awareness needed to deal with situations which they may encounter.

Top-Level Management, with the assistance of Human Resource, Legal & Compliance and Internal Audit department, should determine the messages and information it intends to deliver internally and externally on anti-bribery and anti-corruption and opt for the most effective communications channels and method.

Attendance records, training materials and the communicated information of training sessions shall be compiled and kept by the Integrity Team.

12. RECORD-KEEPING

It is foremost that appropriate and thorough records and documentation of all transactions made by and matters involving the Group be managed properly as these would serve as evidence that the transactions made were bona fide and were not made with the intention to corrupt or bribe.

All relevant documentation required to be maintained by or in relation to this Policy or any other policies or guidelines of the Group to record details of gifts, entertainments and hospitality, donations and sponsorships, facilitation payments shall be submitted to Internal Audit department

on biannually basis for review and audit purpose.

The Internal Audit department shall compile and keep the written records evidencing that due diligence has taken place and that any risks identified have been carefully considered and mitigated as practicably as possible.

All relevant documentation mentioned in this Policy shall be retained.

13. WHISTLEBLOWING CHANNEL

The Group is committed to the values of transparency, integrity, impartiality, and accountability in the conduct of its business and affairs.

To encourage any parties to voice their concerns including suspected, or actual misconduct, illegal or unethical behavior, the Group has established a whistleblowing channel at whistleblower@99speedmart.com.my.

14. BUSINESS DEALINGS WITH INTEGRITY AND ETHICS

The same value of business ethics and integrity as the Group are expected to be upheld by Business Associates and Third Parties when conducting business with the Group. Thus, the acknowledgement and adherence to the provisions, principles and standards of this Policy by Business Associates and Third Parties are also expected by the Group.

Once this Policy is circulated to Existing Business Associates and Third Parties, they are anticipated to read, apprehend and comply with the requirements and procedures set out in this Notification of Zero-tolerance of Corruption Activities.

The terms and conditions of the contracts/agreements establishing relations with Business Associates and Third Parties should contain appropriate provisions on compliance with anti-bribery and anti-corruption requirements of the Group, the right to termination and other relevant actions for non-compliance and such other requirements as the Group may from time to time consider appropriate in relation to anti-bribery and anti-corruption.

15. REVISIONS AND AMENDMENTS

- 15.1** This Policy shall be reviewed periodically or as and when deemed necessary by the Board of Directors of the Company to ensure that the Policy is effective and up to date.

This Policy has been approved by the Board of Directors effective from 1st November 2023 and last revised on 2nd September 2024.

Appendix 1

Integrity Declaration Form for Employees (“Declaration Form”)

1. I agree to comply with all laws and regulations in the conduct of business or service in relation to the businesses and operations of 99 Speed Mart Retail Holdings Berhad and its subsidiaries (“Group”),
2. I agree to abide by the terms and conditions governing my appointment or employment relationship with the Group, with reference to:
 - (i) any official contracts, employment letter, letter of offer, letter of appointment, engagement letter, or any form of document of the similar nature;
 - (ii) the terms and conditions of employment;
 - (iii) the employment code of conduct & ethics; and
 - (iv) the Group’s Anti-Bribery & Anti-Corruption Policy.
3. I agree to act in an ethical manner and will not undertake any bribery conduct in carrying out my duties and responsibilities for the Group.
4. I understand if I fail to comply with clauses 1 to 3 of this Declaration Form, the Group reserves the right to undertake a review of my appointment or employment with the Group, which may lead to disciplinary actions, dismissal and even reporting any instances of bribery and corruption to the relevant authorities.
5. I declare, in the best of its knowledge and belief, that I am not aware of any actual, potential, or perceived conflict of interest situations with the Group or other stakeholders of the Group.
6. I agree to notify the Group, as soon as practicable, on any new actual, potential, or perceived conflict of interest.
7. I further declare that I have never been convicted of crime or offences, other than traffic offences (if any).
8. I declare that all information provided in this Declaration Form is to the best of my knowledge and belief and are true, complete, and accurate. I understand that if any information provided is untrue, incomplete or inaccurate, the Group reserves the right to undertake a review of my appointment or employment with the Group, which may lead to disciplinary actions, dismissal and even reporting any instances of bribery and corruption to the relevant authorities.

Signature: _____

Name

(NRIC/Passport No.): _____

Position: _____

Date: _____

Appendix 2

Letter to Business Associates and Third Parties of 99 Speedmart's Commitment for Anti-Bribery & Anti-Corruption ("Letter")

99 Speedmart is committed to conducting its business ethically, with highest standard of integrity and in compliance with all laws and regulations. Any form of bribery or improper payments in any of the Group's business operations are strictly prohibited.

Our Group's anti-bribery and anti-corruption policy can be found here. This policy is applicable to all Business Associates and Third Parties. Thus, all Business Associates and Third Parties are anticipated to read, apprehend and comply with the requirements and procedures set out in this Policy. Should Business Associates and/or Third Parties diverge from this Policy, no waivers or exceptions will be given for such divergence.

In view of the above, your continued engagement with 99 Speedmart shall signify to us your acceptance and declaration of the following:-

1. You agree to comply with all laws and regulations applicable to its business.
2. You agree to adhere to the terms and conditions governing the business relationship with 99 Speed Mart Retail Holdings Berhad and its subsidiaries ("**Group**"), with reference to:
 - (i) any official contracts, letter of offer, letter of appointment, engagement letter, or any form of document of the similar nature; and
 - (ii) the Group's Anti-Bribery & Anti-Corruption Policy.
3. You agree to conduct its business in an ethical manner and with integrity and you will not undertake any corrupt conduct (including offering or accepting bribes), especially in relation to the provision of goods and/or services to the Group.
4. You understand that failure to comply with clauses 1 to 3 of this Letter, the Group reserves the right to terminate the service or business relationship, arrangements or transactions (established through official contracts, letter of offer, letter of appointment, engagement letter or any form of document of the similar nature), initiate legal action and/or reporting any instances of bribery and corruption to the relevant authorities.
5. You declare, to the best of your knowledge and belief, that you are not aware of any actual, potential, or perceived conflict of interest situations with the Group or other stakeholders of the Group.
6. You agree to notify the Group, as soon as practicable, of any new actual, potential, or perceived conflict of interest.
7. You further declare that you have never been convicted of any financial or commercial crime.

Any non-compliance with the above will be treated strictly by us and we are prepared to take all necessary measures to safeguard our interest.

We thank you for your full cooperation and support. We look forward to building this essential business relationship professionally, ethically and with the highest standard of integrity with you.

Yours faithfully,

99 Speed Mart Retail Holdings Berhad.