

Anti-Bribery and Corruption Policy

Revision History

Version	Amendment description	Effective Date
1.0	New Policy	01 Jun 2020

Note: Supersedes and replaces all prior versions as from the effective date.

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1. ANTI-BRIBERY AND CORRUPTION COMMITMENT

The Board of directors (“the Board”) of Return Legacy Sdn Bhd (“RLSB” or the “Company”) and its subsidiaries (collectively “the Group”) has established and adopted this Anti-Bribery and Corruption Policy (“this Policy”).

The Group takes a zero-tolerance approach to all forms of bribery and corruption and takes a strong stance against such acts. The Group is committed to conducting business in an honest and ethical manner, as well as complying with all applicable laws and regulations in all jurisdictions in which it operates, which includes compliance with the Malaysian Anti-Corruption Commission Act 2009 (“MACC Act”), the Malaysian Anti-Corruption Commission (Amendment) Act 2018 and any amendments or re-enactments that may be made by the relevant authority from time to time.

2. OBJECTIVE

This Policy sets out Group’s overall position on bribery and corruption in all its forms. The Policy is not intended to be exhaustive as there may be additional obligations that the Personnel is expected to adhere to or comply when performing their duties. For all intents and purposes, the Personnel shall always observe and ensure compliance with this Policy and all applicable laws, rules and regulations in the performance of their duties.

3. SCOPE

This Policy applies to the Board of Directors and employees of the Group (collectively known as “Personnel”) and Business Associates of the Group.

This Policy shall be communicated to all Personnel and Business Associates and is also available at “www.returnlegacy.com”. Personnel and Business Associates must read, understand, and comply with this Policy.

This Policy applies equally to the Group’s business dealings with commercial (private sector) and government (public sector) entities, and includes interaction with the directors, employees, agents, appointed representatives of such entities, and Business Associates. The Group seeks to avoid even the possible appearance of corruption and places particular emphasis on strict lawful and compliant conduct when dealing with government officials.

4. DEFINITIONS

For the purpose of this policy, the following terms have the following definitions:

<p>“the Group”</p>	<p>(a) Return Legacy Sdn Bhd; (b) Legacy Younity Sdn Bhd; (c) SKG Virtus Sdn Bhd; (d) Legacy Care Association Malaysia. Any of above entity shall hereinafter be referred to as “the Group”.</p>
<p>“Personnel”</p>	<p>Board of Directors and Employees of the Group.</p>
<p>“Audit Committee”</p>	<p>Means the Audit Committee of the Board of Director of Return Legacy.</p>
<p>“Bribery”</p>	<p>Is defined as any action which would be considered as an offence of giving or receiving “gratification” under the MACC Act. In practice, this means offering, promising, giving, accepting or soliciting of an undue advantage of any value (which could be financial or non-financial), directly or indirectly in violation of applicable law, as an inducement or reward for a person acting or refrain from acting in relation to the performance of that person’s duties.</p>
<p>“Gratification”</p>	<p>Is defined in the MACC Act to mean the following: - (a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property of any description whether movable or immovable, financial benefit, or any other similar advantage; (b) any office, 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 valuable thing; (f) any other service or favour of any description, including protection from any penalty or liability incurred 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).</p>

“Business Associate”	An external party with whom the Group has, or plans to, establish some form of business relationship. This includes Return Legacy Independent Representative (“IR”), customers, vendors, suppliers, contractors, sub-contractors, consultants, agents, outsourcing providers, representatives and other intermediaries who are performing work or services, for or on behalf of the Group.
“Conflict of Interest”	When a personal, familial or financial interest could impact an individual’s ability to execute work duties efficiently and/or in the Group’s best interests.
“Donations and Sponsorships”	Means charitable contributions and sponsorship payments made to support the community. Examples include sponsorship of educational events, supporting NGOs, and other social causes.
“Facilitation Payments”	A payment is made to expedite or secure the performance of routine non-discretionary government action, such as government action to obtain licenses or permits, process government papers such as visas and work orders, or obtain government provided services.
“Gifts and Hospitality”	<ul style="list-style-type: none"> • Gifts include goods, services, cash or cash equivalents, or any other monetary or non-monetary offering. • Hospitality includes meals, travel or transportation, accommodation, entertainment (golf, movies, etc.) and recreation (leisure activities).
“Employees”	All individuals directly contracted with the Group on a temporary or permanent employment basis.
“Government Officials”	Officers of the Government of Malaysia, the Government of a State in Malaysia, local authority, statutory authority, or any person receiving remuneration from the aforementioned governments and authorities. (Note: An individual does not cease to be a Government Official by simply purporting to act in a private capacity.)

5. ANTI-BRIBERY AND CORRUPTION COMPLIANCE FUNCTION

The Group’s Audit Committee (“AC”) shall have the oversight of the implementation of compliance controls related to this Policy. The Group’s AC shall conduct regular risk assessments to identify the bribery and corruption risks potentially affecting the Group.

6. SANTIONS FOR NON-COMPLIANCE

6.1.1. Failure of Personnel to comply with this Policy will result in disciplinary action, up to and including termination of employment. Further legal action may also be taken in the event that the Group’s interests have been harmed as a result of non-compliance by any Personnel. Failure of Business Associates to comply with this Policy may result in the suspension or

termination of their business relationship with the Group, which is without prejudice to the Group's right to seek damages and other further recourse against the Business Associates.

6.1.2. The Group shall notify the relevant regulatory authority (i) if any identified bribery or corruption incidents have been established; or (ii) if the Group has reasonable grounds to believe a criminal offence under the Criminal Procedure Code may have taken place in connection with the identified bribery or corruption incident.

6.1.3. Where notification to the relevant regulatory authorities has occurred, the Group shall provide full co-operation to the said regulatory authorities, including cooperation in actions that such regulatory authority may decide to take against involved Personnel.

7. OFFENCES AND PENALTY

7.1.1. There are four (4) main offences prescribed by the MACC Act 2009:

- a) Soliciting or Receiving Gratification (Bribe) as per section 16 & 17(a);
- b) Offering or Giving Gratification (Bribe) as per section 17(b);
- c) Intending to Deceive (False Claim) as per section 18; and
- d) Using Office or Position for Gratification (Bribe) as per section 23.

7.1.2. Engaging in bribery and corruption is illegal according to both local and international legislation. You must be aware that under the MACCA, if you participate in bribery and corruption, you may be subject to:

- a) Imprisonment up to 20 years; and
- b) A fine of not less than ten times the sum or value of the relevant bribe (gratification) or Ringgit Malaysia One (1) Million whichever is higher or a combination of both.

8. RECEIVING AND PROVIDING GIFTS

8.1. Personnel are prohibited from directly, or indirectly, receiving or asking for (soliciting) gifts, which include cash or cash equivalent in the form of gift certificates, loans, commissions, coupons, discounts or any other related forms. It is the responsibility of the Personnel to inform external parties involved in any business dealings with the Group that the Group practices a "No-Gift" policy and to request the external party's understanding to adhere to the said policy.

8.2. The Group is well aware that the exchange of gifts can be a very delicate matter whereby in certain cultures or situations, gift giving is a central part of business etiquette. Refusal to accept the gift from another party or not providing such gift to another party may affect the Group's business relationship with them. Receiving/accepting a gift or providing the gift on behalf of the Group is allowed only in limited circumstances as stated in 8.4 below.

- 8.3. We encourage the use of good judgement when giving or accepting the gifts, benefits and hospitality. All the benefits including gifts and hospitality must be:
- a) Reasonable in value;
 - b) Infrequent in nature;
 - c) Transparent and open;
 - d) Not given to influence or obtain an unfair advantage; and
 - e) Respectful and customary
- 8.4. Exceptions to the general rule on receiving and provision of gifts are permitted in the following situations:
- 8.4.1. 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);
 - 8.4.2. 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);
 - 8.4.3. Gifts from the company 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);
 - 8.4.4. Token gifts of nominal value normally bearing the company's logo or (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; and
 - 8.4.5. Gifts to external parties who have no business dealings with the company (e.g. monetary gifts or gifts in-kind to charitable organisations).
- 8.5. Employees are expected to immediately declare the gift (monetary and non-monetary) based on the following limits:
- a) Receiving gift/hospitality: RM500.00 and above
 - b) Providing gift/hospitality: RM500.00 and above
- Provided in the **Declaration of Gifts Received or Provided** respectively, this declaration form (Appendix I) will be submitted to HR Department who will then highlight to the HOD or GM/DCEO for them to note and decide on the course of action.

- 8.6. In the event the gift is accepted, the HOD or GM/DCEO must determine the treatment of the gift whether to:-
- a) Donate the gift to charity; or
 - b) Hold it for departmental display; or
 - c) Share with other employees in the department; or
 - d) Permit it to be retained by the employee.
- 8.7. In determining the above, the HOD or GM/DCEO are expected to exercise proper care and judgment in each case, taking into account pertinent circumstances including the character of the gift, its purpose, the position/ seniority of the person(s) receiving the gift, the business context, reciprocity, applicable laws and cultural norms.
- 8.8. Any gift that falls within the categories below is not permissible and must be declined:-
- 8.8.1. Any gift of cash or cash equivalent in the form of vouchers, discounts, coupons, shares and commission etc.;
 - 8.8.2. Any gifts that comes with a direct/ indirect suggestion, hint, understanding or implication that in return for the gift, some expected or desirable outcome is required;
 - 8.8.3. Any gift that would be illegal or in breach of local or foreign bribery and corruption laws;
 - 8.8.4. Any gift which is lavish or excessive or may adversely affect the reputation of the company.

If you receive a request for a bribe or if you are offered a bribe, you must report it to your HOD or GM/DCEO.

9. DONATIONS AND SPONSORSHIPS

- 9.1.1. Donations and sponsorships will be assessed on a case-by-case basis, based on the context of charity, legitimacy, and permissibility by the laws and regulations. The Group does not make any donations and/or offer any sponsorships that are political and/or political party related.
- 9.1.2. Donations and sponsorships are to be deliberated and approved by the GM/DCEO in accordance with this Policy.

10. FACILITATION PAYMENT AND KICKBACKS

- 10.1.1. The Group adopts a strict policy of disallowing the use of facilitation payments in its business. Facilitation payment is an unofficial payment or other provision made personally to an individual in control of a process or decision. It is given to secure or expedite the performance of a routine or administrative duty or function.

- 10.1.2. Personnel shall decline to make the payment and report to GM/DCEO immediately when they encounter any requests for a facilitation payment. In addition, if a payment has been made and Personnel are unsure of the nature, the GM/DCEO must be notified immediately, and the payment shall be recorded accordingly. Personnel must not promise or offer, or agree to give or offer, facilitation payments to any other party.
- 10.1.3. The Group does not allow kickbacks to be made or accepted. Kickbacks are typically made in exchange for a business favour or advantage.

11. PUBLIC OFFICIALS & GOVERNMENT DEALINGS

- 11.1.1. The Group recognises that the practice of giving and receiving gifts varies between countries, regions, cultures, and religions, so the definitions of what is acceptable and not acceptable will inevitably differ for each. When dealing with public officials, employees of the Group should ensure that any giving or receiving of gifts do not relate to, in any form whatsoever, the public official's official dealings or public duty. At all material times, employees of the Group are to ensure compliance with laws of their respective jurisdictions, and the higher standard will be applicable to all employees to avoid non-compliance of any laws on anti-bribery which may be applicable to the Group as a whole.
- 11.1.2. Any hospitality of public officials, subject to the approval of a GM/DCEO, are for circumstances where it is to reasonably facilitate genuine promotional, business or educational meetings. Any hospitality provided must be without expectation of any influence exerted on the public official in exchange for any commercial outcome, and should always be at a reasonable and modest value.

12. FINANCIAL RECORDS AND DOCUMENTATION

- 12.1.1. 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 distributors, agents, suppliers and business contacts, should be prepared and maintained with accuracy and completeness. No accounts should be kept "off-book" to facilitate or conceal improper payments.
- 12.1.2. Employees must also ensure that all expenses claims relating to hospitality, gifts or expenses incurred to third parties are approved by the GM/DCEO and must be specifically recorded the reason for such expenditure.

13. CONFLICT OF INTEREST

A conflict of interest exists when a personal, familial or financial interest could impact an individual's ability to execute work duties efficiently and/or in the Group's best interests. All employees should avoid situations in which such an interest could conflict with their professional obligations or duties. Employees must not use their position, official working hours, the Group's resources or assets, or information available to them as a result of their employment for personal gain or to the Group's disadvantage.

14. REPORTING OF VIOLATIONS/WHISTLEBLOWING

Personnel should report any cases of wrongdoing or violations of the Policy is encouraged to report using the reporting channels via **sam@returnlegacy.com** as stated in the Whistleblowing Policy (WBP). Personnel produce genuine report on the violations or suspected violations will not discriminated against suffer any sort or manner of retaliation. Report will be treated confidentially.

15. PERSONNEL DECLARATIONS

- 15.1.1. All new / existing Personnel shall certify in writing that they have read, understood and will abide by this Policy. A copy of this declaration shall be documented and retained by the HR Department for the duration of the Personnel's employment.
- 15.1.2. Failure to comply with any part of the above shall subject Personnel to appropriate disciplinary action up to and including termination of employment and referral to authorities for potential criminal prosecution.
- 15.1.3. The Board and/or the GM/DCEO reserves the right to request information regarding an employee's assets in the event that the person is implicated in any Bribery and Corruption related accusation or incident.

16. AWARENESS AND TRAINING

The Group shall conduct an awareness campaign for its personnel to refresh awareness of anti-bribery and anti-corruption measures on a regular basis and train new Personnel on this and other related policies.

17. AUDIT AND COMPLIANCE

Regular audits shall be conducted to ensure compliance with this Policy. Such audits may be conducted internally by the Group's. The internal auditors shall report their findings and recommendations for improvement directly to the Audit Committee of the Board.

18. CONTINUOUS IMPROVEMENT

The Group is committed to continually improve its policies and procedures relating to anti-bribery and corruption. The Group shall review the suitability of this Policy from time to time, taking into account relevant legal developments and evolving industry standards.