



---

**TIME Group Principles**

# **Anti-Bribery & Corruption (ABC) Policy**

**TIME™**

**Version 2.0**

1 June 2020

*This material is intended for TIME Group of Companies use only. It must not be reproduced in whole or in part, in any form, or by any means without a formal agreement or the written consent of Legal, the Document Controller or the Management Representative (MR) Office*

## Introduction

This is TIME dotCom Berhad's Business Integrity and Anti-Corruption Policy ("Policy"). It sets out TIME's policy and general principles, guidelines and processes to minimise and eliminate TIME's exposure to the risk of unlawful conduct relating to bribery and corruption.

These guidelines deal with anti-bribery & corruption, general business courtesies and obligations of third parties engaged by TIME and are built upon the foundation of our Code of Conduct.



This Policy is applicable:

- To all of our Employees, management, directors (executive and non-executive), whereby this Policy supplements the Employee Handbook;
- To all of our consultants, advisers, service providers, suppliers, vendors, contractors, agents, or third parties engaged by us or any of their employees, contractors, senior managers or directors ("3PPs"), with added emphasis on the provisions set out in Section 3; and
- To all of our customers or any of their employee, senior manager or director ("Customers") who subscribe to certain services provided by TIME.

This Policy is applicable worldwide.

Engaging in corrupt or bribery practices can bring severe consequences to TIME and to yourself, which extends beyond criminal penalties such as imprisonment and fines. The act of, or the perception of engaging in such behaviour also carries with it the risk of reputational and financial losses toward the TIME Group.

The key principle underlying this Policy is:

## **“Integrity Above All Else”**

This is a value that is embedded in each and every one of us. It is our intention to foster a culture where all our internal and external stakeholders behave honestly, reflecting our **zero tolerance towards bribery and corruption.**

How to spot bribery or corruption?

## **“If it looks or feels wrong, it probably is wrong.”**

This Policy reinforces TIME’s commitment to demonstrating that each and every Employee carries a fiduciary duty to act in the best interests of the Company and thus requires us to uphold the highest level of integrity and good governance in our conduct. A fiduciary is someone who undertakes to act for or on behalf of another, whether of a general or specific character; and it is immaterial whether he/she is contractually bound to do so.

TIME dotCom Berhad and its subsidiaries are committed to, and promise to:-

- Conduct business in an honest and ethical manner, acting fairly and with integrity in all business and regulatory dealings;
- Abide and uphold laws relating to the prevention of bribery and corruption in all jurisdictions in which we operate.

It is your responsibility to read, understand and adhere strictly to this Policy.

Your attention is drawn to Section 5 of this Policy, which sets out the consequences of non-compliance of this Policy. This includes, but is not limited to summary dismissal or termination of contract, as well as exposure to criminal liability.

It shall be your responsibility to report any suspected, threatened or actual breach of this Policy or its underlying principles, and any person making such report is assured the same protections as set out in the Whistleblowing Policy.

No Employee will suffer retaliation or discriminatory or disciplinary action (e.g. demotion, penalty, or other adverse consequences) for reporting in good faith violations

or soundly suspected violations of this Policy or for refusing to engage in activities inconsistent with our fiduciary duties, even if such refusal may result in a loss of profit to TIME.

While this Policy is written in simple terms, its application may not always be straightforward. If, at any time you are in doubt, please contact TIME's Compliance and Ethics Officer ("C&E Officer") for further assistance and guidance.

## Definitions

The following words and phrases used in this Policy have the prescribed meanings, unless the context otherwise requires:

**3PP or 3<sup>rd</sup> Party Providers** means suppliers, providers, vendors, licensors of intellectual property rights, contractors, agents, brokers, referral partners, consultants, resellers, value added partners, other forms of representatives or third parties engaged by the TIME Group including their respective employees, contractors, senior managers or directors,

**ABC Policy or Policy** means this anti-bribery and anti-corruption policy, and any and all amendments, and revisions thereto;

**Affiliates** means any juristic person that is not a member of the TIME Group;

**C&E Officer** means the person who is in charge of this Policy;

**C&E Clearance or Clearance** means the statement or indication by the C&E Officer in writing that he / she has no objection to any proposed action under this Policy and in the form set out in the Annexure as ABC Form 4;

**Compliance Officer** means the department led by the C&E Officer;

**Corporate Personnel, Employee or You** means an Employee, the senior management of and / or the executive, non-executive and independent directors of TIME and any corporate entity of the TIME Group;

**CRA** means a corporate risk assessment as set out in Section 4.5;

**Customer** means customers who subscribe to certain services provided by the TIME Group and any of their employee, contractor, senior manager or

*director;*

---

**Employee Handbook**

*means TIME's Employee Handbook, Version 2020 and including such amendments, changes or modifications as may be made from time to time;*

---

**External Stakeholders**

*In relation to the TIME Group, this shall include actual and potential customers, suppliers, distributors, agents, advisors, intermediaries or service providers who engage in business activities with TIME Group; and government and public bodies, including their advisors, representatives and officials, politicians, and public parties with whom TIME Group has business dealings;*

---

**GMET**

*means a general business courtesy where one offers to pay for a 3PP, Customer or Government Official and can be in the form of a gift, meal, entertainment or travel, as set out in Section 2;*

---

**Government**

*includes local, provincial, regional, and / or national governments, the legislative, judicial, and executive branches of Government, and the civil service;*

---

**Government Official**

*includes any official or Employee of a Government, Government-owned enterprise, Government agency or regulatory authority, any political candidate or member of a political party, any public international organisation, any official or employee of a public international organisation (e.g. United Nations, World Bank), or any person acting in an official capacity for or on behalf of any of the foregoing;*

---

---

**Gratification**

*includes but not limited to money, donation, gift, loan, fee, reward, valuable security, forbearance, favour, undertaking, property or interest in property of any description whether movable or immovable, finance benefit, or any other advantage to a person or entity;*

---

**Investigation Report**

*means the report issued by the C&E Officer to the Chair of the Audit Committee on the outcome of an investigation and the recommended course of action;*

---

**Management**

*means the senior management of TIME;*

---

**Politically Exposed Person or PEP**

*means someone who is either prominent in Government or has been entrusted with a public, regulatory or executive function, and includes any political candidate, member of a political party, a politically-linked individual or company that is able to exercise influence over Government Officials decision making (including exerting, direct or indirect, undue influence over the said Government Officials);*

---

**TIME Group**

*means the various companies (wheresoever incorporated) which are either subsidiaries of TIME or subsidiaries of a subsidiary of TIME;*

---

**TIME**

*means TIME dotCom Berhad (Co. Reg. No. 413292-P);*

---

**Whistleblowing Policy**

*means the whistleblowing policy published by PEOPLE Division, TIME.*

---

# 1.0 Anti-Bribery & Corruption (ABC) Policy

## 1.1 General Rule

TIME has a zero-tolerance policy towards bribery and / or corruption, even if it results in losing a piece of business or commercial advantage for TIME. Any breach, attempted breach or abetment in a breach of the prohibitions stated in this Policy shall be deemed a non-compliance of this Policy and subject to disciplinary and / or other action as set out herein.

## 1.2 Prohibited Acts

### 1.2.1 Gratification

#### 1.2.1.1 Prohibition against Giving or Offering Gratification

Corporate Personnel, Customers and 3PPs are PROHIBITED FROM giving or offering any Gratification, whether directly or indirectly, to any person, Government Official, PEP or entity, including but not limited to any customers or potential customers (or their employees or officers), political party, candidate for political office or any intermediaries, such as agents, attorneys or consultants, with intent to obtain a business or an advantage for TIME.

#### 1.2.1.2 Prohibition against Accepting or Receiving Gratification

Corporate Personnel are PROHIBITED FROM accepting or receiving any Gratification from anyone, whether directly or indirectly, in order to secure an advantage or business for the giver of the Gratification or for a third party, from any person or entity which is intended to, or which may be perceived as being intended to:

- influence one's official acts or decisions;
- obtain or retain business or a business advantage for, or direct business to, the offeror of the bribe and / or any entity that he/she represents; and / or
- secure any improper advantage for the offeror of the bribe and / or any entity that he / she represents.



## **1.2.2 Influence Buying**

### **1.2.2.1 Prohibition against Influence Buying**

The buying of, or entering into an arrangement to secure the influence of a person that is in a position of influence to use his / her personal influence to obtain a benefit for TIME Group in return for TIME paying such a person a fee (whether in cash or in kind) is PROHIBITED.

## **1.2.3 Payments to Government Officials & Politically Exposed Persons**

### **1.2.3.1 General Prohibition**

Any and all Gratifications made or given to Government Officials or PEP or the members of their family, in order to influence such Government Officials or PEP's decision making or to exercise his / her influence over the decision-making process in order that TIME may obtain or retain business or obtain or retain an advantage is PROHIBITED.

## **1.2.4 Facilitation Payments**

Facilitation or grease payments to any Government Official, PEP, person, entity or body that benefits or advantages TIME is PROHIBITED. This prohibition applies regardless of whether the payment is to facilitate, accelerate or speed up a process whose end beneficiary is TIME.

## **1.2.5 Contributions or Donations**

### **1.2.5.1 General Rule**

Subject to the exception in Section 1.2.5.2 below, it is PROHIBITED to make contributions or donations, whether in cash, kind, or by any other means, to support any political party, politician or candidate for political or administrative office, or to donate to a charity recommended by a Government Official or PEP as this may be perceived as an attempt to gain an advantage for TIME.

### **1.2.5.2 Charitable Contributions or Donations**

Charitable contributions or donations may be made on behalf of TIME, subject always that prior C&E Clearance is obtained from the C&E Officer (as per Section 1.2.5.3 below) and the contributions or donations comply with the criteria as may be set out in relation thereto.

Donations made in a personal capacity will not be reimbursed by TIME nor shall be deemed to be made by or on behalf or in favour of TIME.

### **1.2.5.3 Review Process for Charitable Contributions and Donations**

- a. All persons involved are responsible for ensuring that any contribution or donation proposed to be made are legal and ethical under local laws and practices.
- b. The C&E Officer must carry out his / her due diligence to ascertain that the contribution or donation is not pursuant to an illegal or improper request, and that the selection of the charity is genuine and bona fide. The due diligence record must be with sufficient clarity and detail, and retained by the C&E Officer.
- c. Once the C&E Officer is satisfied, he / she may issue the C&E Clearance. Clearances by the C&E Officer are for specific contributions or donations only, and not to be taken as a general approval.
- d. Donations are to be made at a public event which has issued a public request for contributions or donations, and the amount of contribution or donation by the Company must be fair and reasonable, and in line with those of the other donors.

## **1.2.6 Engaging 3<sup>rd</sup> Party Intermediaries**

### **1.2.6.1 General Rule**

No 3rd party agent or intermediary shall be engaged for any purpose unless such engagement is required following a business case submitted and approved by the Management and fulfils the conditions set below.

### **1.2.6.2 Conditions of Engagement**

The following must be adhered to before the use of an agent or intermediary is permitted.

- a. the business case for the appointment of an agent or intermediary submitted and approved by management must be sighted by the C&E Officer, or its tabling shall involve the participation of the C&E Officer;
- b. the appointment of an agent or intermediary shall be for a specific purpose and for a specified period, which in total will be no longer than three (3) years and may be subject to annual review;
- c. the C&E Officer undertakes a due diligence of the agent or intermediary;
- d. on completion of the due diligence, the C&E Officer submits to the Chair of the Audit Committee the findings and his / her recommendation;
- e. if the C&E Officer recommends that the agent or intermediary be engaged, a proper binding agreement is to be executed between the parties, containing terms which expressly prohibits bribery or corrupt conduct and other safeguards and requirements as to protect TIME against any allegation or action relating to improper conduct.
- f. prior C&E Clearance must be obtained before any payment may be made to the agent or intermediary.

### **1.2.7 Payment of Fee or Commission to a Third Party**

#### **1.2.7.1 General Rule**

If Corporate Personnel receive a request from an officer or employee of a Customer or potential Customer, for either payment of a fee or commission to a third party if the contract is awarded to TIME or the appointment of a third party as TIME's reseller and to flow the contract if the contract is awarded to TIME through such reseller, such arrangements and such fee or commission payments are PROHIBITED unless prior C&E Clearance is obtained and fulfils the conditions set out below.

### **1.2.7.2 Conditions**

Such arrangements or payments may be permitted if:

- a. the request is in writing and signed by the Corporate Personnel making the request;
- b. the request is submitted to the C&E Officer by the Corporate Personnel within five (5) working days from it being made;
- c. the C&E Officer undertakes and completes a due diligence exercise on the recipients to determine its genuineness and propriety;
- d. the C&E Officer informs the Chair of the Audit Committee of the request, the recommendation of the C&E Officer and the Chair has no objections;
- e. the arrangement is properly documented and the terms of which are sanctioned by the C&E Officer; and
- f. prior C&E Clearance is obtained before any payment may be made to such third party.

## **1.2.8 Buying Information to Secure a Competitive Edge or Advantage**

### **1.2.8.1 General Rule**

No Gratification is to be provided, offered or agreed to be provided to a third party or an Employee or agent of a potential or existing customer in return for information that will give TIME a competitive edge over its competitors in any bidding or tender process.

## **1.2.9 Money Laundering**

If a Corporate Personnel has reason to believe that any activity or request submitted has the elements or creates a reasonable suspicion of a concealment of illegal activity through legitimate activities falling within the definition or description of money laundering (or such similar criminal activity and includes its attempt and / or abetment), such personnel must report any such suspicion to the C&E Officer.

## **2.0 General Business Courtesies**

### **2.1 General Rule**

A general business courtesy is one where you offer to pay for a certain item or service for a customer, supplier or a Government Official. It may be a gift, meal, entertainment or travel (“GMET”) and can be a normal and healthy part of building business relationships.

As a general rule, TIME will not offer or accept GMETs to encourage or reward a decision and does not condone the act of offering or accepting GMET by its external stakeholders to encourage or reward a benefit given or to be considered for TIME.

Because we operate in many countries, different cultures have different attitudes to what is acceptable and may also form part of general business etiquette. As such, we need to respect these differences, while staying true to our Policy by exercising proper care and judgement, anchored always on the Mandatory Principles outlined below, before offering or accepting GMET.

These principles will even apply to situations where you pay for meals, entertainment or travel, or provide a gift for TIME’s business purposes and do not intend to seek or claim reimbursement from TIME.

## 2.2 Mandatory Principles in Relation to GMET

Corporate Personnel and 3PP shall comply with the following mandatory principles when it comes to GMET:

- **Compliance with Applicable Laws, regulations and policies.** You must comply with the letter and spirit of the applicable local laws (in particular laws relating to bribery and / or corruption) when offering or providing GMET. The same shall also apply to other ancillary regulations and policies.
- **Consistency.** The GMET must be consistent with the laws and regulations in both countries of the person extending the offer as well as of the country of the person receiving it.
- **Business Purpose.** The GMET must be for a legitimate purpose, such as to promote, demonstrate or explain TIME's services, network, business or position;
- **No Improper Influence.** Giving of GMET to a recipient MUST NOT place the recipient under any obligation or with the intent of compromising the recipient's objectivity in making a decision that affects TIME, the Counter-Party or yourself. The sole intent or purpose of the GMET shall be to build the business relationship within the normal standards of courtesy.
- **Made Openly & Socially Acceptable.** The GMET must be given or received in an open, transparent manner and in a business setting. It must also be socially acceptable i.e. other people (such as peers, competitors, or the press) would agree that the GMET is reasonable, and that it can be discussed without fear of possible reproach.
- **Reasonable in Value.** The entire GMET must be reasonable in value and neither lavish nor excessive.
- **Appropriate & Occasional.** The nature of the GMET must be appropriate to the business relationship and local custom, given or received occasionally according to local or industry standards, and not cause embarrassment by its disclosure.
- **Accurately Recorded.** GMET payments must be accurately and appropriately documented with reasonable detail. All receipts and / or proper documentation for all GMET expenses made or received shall be submitted to the C&E Officer for record purposes. All submissions must contain complete description as to time, place, and type of GMET; name title, and business affiliation of customers, Counter-Party or other persons entertained; and the business purpose.

## **2.3 GMET RULES**

### **2.3.1 Giving GMET**

#### **2.3.1.1 General Rule**

GMET may be given, offered, provided or paid for by you on behalf of TIME, ONLY IF it is consistent with the Mandatory Principles above, and subject to the additional requirements applicable to the specific situations below.

#### **2.3.1.2 For 3<sup>rd</sup> Parties**

You may only pay for the ordinary and necessary business entertainment expenses or the travel and accommodation expenses of 3<sup>rd</sup> parties if the mandatory principles in Section 2.2 above are followed, without exception and if the expenses are reasonable.

Prior C&E Clearance is required before this expenditure may be incurred. If entertainment was provided in a place not normally conducive to a business discussion (theatre, sporting event, etc.), the requestor must show the date, time, duration, place, nature, and participants in the related business discussion preceding or following the entertainment.

If the 3<sup>rd</sup> Party recipient is a business partner, Customer (existing or prospective) or other 3PP, the additional requirement to be satisfied is that the business entertainment expense must meet either of the following two tests:

- a. Either
  - I. the business entertainment took place in a clear business setting, OR
  - II. the main purpose of entertainment was the active conduct of business, AND you did engage in business with the person during the entertainment period; or
- b. meal or entertainment was associated with TIME's business AND the business entertainment directly preceded or followed a substantial business discussion.

### **2.3.1.3 For Government Officials**

You may not pay or provide for any business entertainment or travel on TIME's behalf to a Government Official without first obtaining C&E Clearance.

The limited circumstances are:

- a. The Government Official is invited to and is visiting a location or premises of TIME Group or other business-related location of TIME (e.g. an exhibition booth at an international exhibition); or
- b. the travel by the Government Official or entertainment is for a legitimate business purpose, such as a meeting to discuss regulatory issues or to demonstrate TIME's products or services; and
- c. the expenses are reasonable given the seniority of the Government Official.

ABC Form 3: Government Official Travel Acknowledgement (see Annexures) must be completed and signed by the Government Official in question, in advance of any commitment to pay for travel or accommodation expenses for the said Government Official.

The completed and signed Government Official Travel Acknowledgement form must be sent to the C&E Officer. Travel cannot include side trips to non-business destinations and TIME will not cover the expenses of family, friends or other associates other than the named Government Official.

### **2.3.1.4 Gifts to Government Officials**

Visiting Government Officials and bringing them a gift as a token of respect is permissible if the gift complies with the Mandatory Principles and is commensurate with the status and designation of such Government Official in his / her official capacity only.



### **2.3.1.5 Buying Meals for Government Officials**

Buying meals for Government Officials is permitted if it complies with the Mandatory Principles, and the following additional criteria:

- a. that the offer to buy is made by the Corporate Personnel first and not by the Government Official;
- b. you and the recipient must be present throughout the period, and
- c. the venue is appropriate, not too extravagant, shady or unusual for business to be conducted.

## **2.3.2 Receiving GMET**

### **2.3.2.1 General Rule**

Corporate Personnel shall be subject to the general rules set out in Section 5.0 of the Code of Conduct , as may be varied or supplemented herein. Any approved receipt of GMET, must be consistent with the Mandatory Principles above, and subject to the following additional requirements of the specific situations.

### **2.3.2.2 Travel & Accommodation Paid by 3PP or Customer**

You may, subject to the prior C&E Clearance, accept invitations to promotional or business events, where the organising entity or company (other than a member of the TIME Group) assumes reasonable transportation, lodging, and/or meal expenses. It will not be considered improper, if the purpose of the invitation is exclusively to present the organising entity's or company's products or services, and that the invitation is not individual, but rather addressed to its group of clients or potential clients.

If no clearance is given you must decline acceptance of the payment of the travel and accommodation offered.

Urgent or last-minute requests for clearance will not be entertained by the C&E Officer and will be declined.

### **2.3.2.3 Entertainment Paid by 3PP or Customer**

You may receive reasonable form of entertainment such as attendance to sports events, theatre, concert, movie or some other corporate hospitality event, which is paid for by the 3PP or Customer, if and only if, it is in the normal course of business that can be seen to promote good business relationships and is a legitimate form of networking, and subject to you obtaining the C&E Clearance beforehand.

If no clearance is given by the C&E Officer, you must respectfully decline the invitation.

### **2.3.2.4 Meals Paid by 3PP or Customer**

Where the GMET is a meal or drinks and is paid by the 3PP or Customer, you (as the recipient) and the 3PP or Customer must be present throughout the period and the venue is appropriate, not too extravagant, shady or unusual for business to be conducted.

You must promptly report such engagements to the C&E Officer, specifying the details of the value of the meals and drinks, the duration, the location and the purpose (i.e. why

were you present).

## **3.0 Suppliers and 3PP**

### **3.1 Conduct**

#### **3.1.1 Comply with all Laws**

3PPs must comply with all laws within the countries where the 3PPs operate.

#### **3.1.2 Business Integrity**

3PPs must act ethically, with integrity and honestly, transparently and in a trustworthy manner, in all their dealings with other persons on behalf of or with TIME.

#### **3.1.3 Conflicts of Interest**

3PPs must avoid being in any actual, perceived or potential conflict of interest with TIME. If the 3PP finds itself in such a position, the 3PP must disclose the actual, perceived or potential conflict of interest to the C&E Officer and provide such details as may be required.

#### **3.1.4 Bribery & Corruption**

3PPs must comply with all applicable anti-bribery and anti-corruption laws and must have adequate policies and procedures in place to monitor compliance with such laws.

3PPs shall not commit any acts which may create the perception of corrupt conduct, whether directly or indirectly and irrespective of value, to PEPs, Government Officials, Corporate Personnel, potential or actual customers of TIME, in order to obtain or retain a business or advantage for TIME.

#### **3.1.5 Business Courtesies**

A general business courtesy is one where the personnel of the 3PPs offers to pay for a certain item or service for a Customer, supplier or a Government Official. Gifts and hospitality can be a normal and healthy part of building business relationships, but 3PPs should never offer or accept gifts, payments or hospitality to encourage or reward a decision. 3PPs are hereby expected to be aware of the various principles set out in this Policy and shall give due consideration and respect thereto before offering or giving any GMET relating to its dealings with TIME, or on behalf of TIME.

### **3.2 Obligations of 3PP**

#### **3.2.1 General Obligation**

3PPs shall be responsible for the following:-

- Read, understand and adhere to this Policy;
- Read, understand and execute a declaration to conform to this Policy when engaging in business activities with TIME or on TIME's behalf, as may be required from time to time and in the manner prescribed;

- Attend the relevant training on anti-bribery and anti-corruption made available by TIME.

It is your responsibility to immediately report any acts or suspected acts of bribery and other forms of corrupt or unethical practices by the 3PPs to the C&E Officer in accordance with the Whistleblowing Policy.

If you are in doubt, you should contact the C&E Officer who should be able to provide guidance and advice to you.

### **3.2.2 Effective Management**

3PPs are to develop, maintain and implement policies consistent with this Section and maintain appropriate management systems and documentation to demonstrate compliance with this Policy, and must provide the means by which violations of this Policy can be confidentially reported.

### **3.2.3 Third-Party Due Diligence**

Where a relationship with a 3PP is to be established or renewed with TIME, the following rules must be complied with:

- a. prior to entering into a relationship with the 3PP, appropriate due diligence must be performed by the C&E Officer upon the stipulated criteria herein;
- b. no payments or advances are to be made to the 3PP unless an approved agreement is executed between the 3PP and TIME, and after the completion of the due diligence by the C&E Officer; and
- c. no agreement with the 3PP is to be executed, or empanelment of the 3PP is permitted, unless the due diligence by the C&E Officer results in the C&E Officer not objecting to such agreement or empanelment.

For clarity, the 3PP should not be engaged or empanelled if the 3PP:

- i. is just incorporated (i.e. in the last six (6) months) and there is no reasonable explanation given in writing;
- ii. has provided an explanation, but in the opinion of the C&E Officer, it is unreasonable or not justifiable;
- iii. has a connection to or relationship with an officer of TIME's Customer, a Government Official, PEP or Corporate Personnel; or
- iv. either has previously been found guilty of corrupt practices by a Court of competent jurisdiction or is known or suspected in the market to provide Gratification.

## **3.3 Enforcement Provisions**

Any non-compliance with this Section may result in the termination of the 3PPs business relationship with TIME.

### **3.3.1 Reviews & Audits**

TIME may at any time review or audit a 3PP's compliance with this Policy.

Where any review, audit or compliance audit is undertaken, the 3PP shall fully co-operate by providing information, documents, and access to staff, as TIME may reasonably require.

If after such a review or audit it is discovered that the 3PP is in breach of this Section, TIME will take such action to discipline the 3PP, including terminating its engagement.

Any identified deficiencies must be corrected on a timely basis as directed by the C&E Officer at the 3PP's cost.

### **3.3.2 Failure to Attend Training**

A 3PP must attend the necessary training conducted by TIME in respect of this Policy.

If a 3PP repeatedly fails, neglects and/or refuses to attend training conducted by TIME in respect of this Policy, TIME may issue a written warning informing the Counter-Party that if he does not attend the next training, TIME will terminate the contract with the 3PP, and the 3PP will be held liable for damages arising therefrom.

### **3.3.3 Becoming Aware**

If the 3PP becomes aware of a reasonable risk of a breach of this Policy (whether by Corporate Personnel or other 3PPs), the 3PP must notify the C&E Officer as soon as practicable.

## **4 OPERATIONAL MATTERS**

### **4.1 Control Measures**

#### **4.1.1 Due Diligence**

##### **4.1.1.1 Principles & Approach**

Whenever this Policy refers to the need to undertake prior due diligence, the key considerations and principles to be applied when conducting due diligence include the following:

- a. extent and scope of the due diligence must be reasonable and proportionate;
- b. understand the type of entity that we are dealing with and/or the activity to be undertaken;
- c. understanding the activities and assessing the risk of corruption or fraud;
- d. details of other personal and business relationships the party has or may have with TIME, any Corporate Personnel, any Customer or any 3PP;
- e. local market reputation through review of media or public sources available;
- f. an interview with the relevant personnel where appropriate;
- g. bankruptcy and/or liquidation, litigation searches from public records; and
- h. the amount and type of information to be obtained, and the extent to which this information is verified, should increase when the corruption risk associated with the relationship is higher.

The C&E Officer may determine additional criteria to address specific risk areas from time to time.

##### **4.1.1.2 Report**

Upon completion of the due diligence, the C&E Officer shall provide his/her assessment of the suitability of such activity to be undertaken (e.g. provision of donation/contribution, providing clearance to a GMET request, or engagement of third parties to act on behalf or in favour of TIME), together with a summary of the final due diligence report.

The final due diligence report shall be made available if requested.

##### **4.1.1.3 Records**

Records of all due diligence and the final due diligence report shall be maintained by the C&E Office for an appropriate period of time.

#### **4.1.1.4 Frequency**

Due diligence may be undertaken periodically to determine if the corruption risk associated with the relationship has increased or decreased. How often and the extent that this is done is to be determined by the C&E Officer.

## **4.2 Systemic Review & Monitoring**

### **4.2.1 Periodic Review of Policy**

#### **4.2.1.1 Objectives**

Reviews are to be undertaken to assess the performance, effectiveness and efficiency of this Policy, and to determine what improvements are to be introduced.

#### **4.2.1.2 Frequency**

Reviews are to be done not less than every eighteen (18) months. However, the first review will be done on the first anniversary of the implementation of this Policy.

#### **4.2.1.3 By Whom**

Three (3) parties may conduct such a review:

- a. the C&E Officer, who may engage external advisors to assist;
- b. the Internal Audit Department; or
- c. an external party engaged by the Audit Committee.

#### **4.2.1.4 Conclusion of Review**

A review report is to be submitted to the Audit Committee within thirty (30) days after completion, together with proposed changes to the Policy (if any).

The detailed changes to be made to the Policy, will be prepared by the C&E Officer, and must first be approved by the Audit Committee, and then by the Board of Directors before being published.

### **4.2.2 Monitoring of Compliance with Policy**

#### **4.2.2.1 Compliance Audit**

The purpose of compliance audits is a form of monitoring of Corporate Personnel's or 3PP's performance in relation to the matters set out in this Policy, their understanding of the Policy and their adherence to the processes and practices that are specified or directed. The results shall be presented to the Audit Committee together with any recommendation in relation thereto by the person carrying out such audit.

#### **4.2.2.2 Types**

There are two (2) types of compliance audits:

- a. surprise checks, which will be undertaken periodically by the C&E Officer; and



- b. compliance audits which will be undertaken periodically by Internal Audit, without reference to the C&E Officer.

#### **4.2.2.3 Frequency**

Compliance audits may be undertaken as frequently as considered necessary and appropriate taking into consideration the degree of corruption risks and risk of non-compliance.

### **4.3 Reporting**

#### **4.3.1 Incident Reporting**

It is the responsibility of all Corporate Personnel or officers of 3PP or Customer to immediately report any acts or suspected acts of bribery and other forms of corruption to the C&E Officer. Attempts or abetment of such acts may also be reported to the C&E Officer.

All incidents, howsoever arising, must be documented in accordance with ABC Form 1: Incident Report (see Annexure).

All documentation must be submitted to and for review by the C&E Officer. If incidents are reported via TIME's whistleblowing channel, the C&E Officer is to complete the Incident Report form, and identify that it is made pursuant to the whistleblowing channel. The C&E Officer will assign a reference ID to each incident report received and acknowledge the receipt of the compliant.

Any person who has information or evidence of a breach of this Policy by Corporate Personnel, Customer or 3PP may avail themselves of TIME's prevailing Whistleblowing Policy which is available at <http://people.time.com.my/wp-content/uploads/20180427-v.01-TIME-Group-Principles-Whistleblowing.pdf>.

All official complaints will be kept confidential and no disclosure will be made to any other person within TIME save for the Audit Committee.

### **4.4 Investigations**

Any incident reported to the C&E Officer under this Policy, will be thoroughly investigated and may result in appropriate disciplinary or other measures against the guilty party.

TIME will also not hesitate to report or escalate to an appropriate higher enforcement authority any actual or potential acts of corruption.

#### **4.4.1 Commencement of Investigations**

All investigations shall be undertaken by the C&E Officer either on:

- a. his/her own motion (due to becoming aware of the existence of a situation that warrants an investigation);
- b. instruction from the Audit Committee or Board of Directors;

- c. a referral by the Head of Internal Audit, as confirmed by the Chairman of the Audit Committee; or
- d. an Incident Report form being received.

The C&E Officer shall open an investigation file and assign the file an investigation reference number.

#### **4.4.2 Use of External Personnel**

The C&E Officer may engage the services of external counsel, forensic accountants or private investigators as part of the investigation process.

#### **4.4.3 Evidence Gathering**

The C&E Officer may conduct confidential interviews with individuals in furtherance of any investigation. All documents, information or data relevant to the investigation, whether in the equipment belonging to TIME or the individual concerned is to be made available to the C&E Officer. The C&E Officer may take copies of the same, and date/time stamp the copies.

Corporate Personnel who fail to cooperate with such evidence gathering shall be liable to be dismissed, and employees of 3PPs or Customers who similarly fail, will cause the arrangement with the 3PPs or Customers to be terminated.

#### **4.4.4 Completing an Investigation**

Upon completion of an investigation, the C&E Officer will submit the Investigation Report to the Chair of the Audit Committee.

After deliberation by the Audit Committee, the Chair shall notify in writing the committee's decision to the C&E Officer.

The C&E Officer is to communicate this decision to the relevant Corporate Personnel, their division heads and Head of People division.

### **4.5 Corruption Risk Assessment**

A CRA is intended to identify weaknesses within TIME's systems, processes or practices which may present opportunities for corruption to occur. It focuses on the potential for corruption, rather than the perception, existence or extent of corruption.

CRAs is an evaluation of the likelihood of corruption occurring and/or its impact should it occur.

#### **4.5.1 Frequency of CRAs**

CRA may be done:

- a. periodically but not less than once every three (3) years;
- b. when there is a change to applicable laws or regulations;
- c. when circumstances of TIME's business change; or

- d. as and when determined by either the Audit Committee or the C&E Officer as necessary. If the Audit Committee decides to undertake a CRA, it shall notify the C&E Officer accordingly, and vice versa.

#### **4.5.2 CRA Report & Actions**

- a. All CRA Reports are to be completed within ninety (90) days from commencement.
- b. On submission of the CRA Report, the Audit Committee is to deliberate and advise the C&E Officer, on the steps or actions to be taken to remedy any weaknesses identified or strengthen existing processes or governance frameworks.
- c. The C&E Officer shall as soon as practicable, implement such steps and actions.

### **4.6 Training**

#### **4.6.1 Mandatory and Periodic Training**

Every Corporate Personnel and 3PP shall be required to attend training in relation to this Policy at such time, frequency, format and conditions as may be determined by TIME.

#### **4.6.2 3PP On-Boarding & Refresher Training**

All new 3PPs must undergo an on-boarding to the Policy to be conducted by TIME and thereafter a refresher training at least once every eighteen (18) months.

#### **4.6.3 Failure to Attend Training**

Failure to attend training shall result in disciplinary action including but not limited to suspension, termination or cessation of contracts.

### **4.7 Records & Documentation**

Documentation or records submitted or published under this Policy may be in hard copy or electronic versions, or in a format or system that preserves or ensures the integrity of the information.

### **4.8 Risk Register**

A risk register is to be developed and maintained by the C&E Officer. The risk register will identify the business activities that are exposed to corruption risk, the location of those business activities, the local business conditions and customs, the corruption risk inherent in those activities, the estimate of the likelihood of the occurrence and the impact on TIME.

### **4.9 Compliance Office**

A Compliance Office will be established under this Policy for the purposes of carrying out and administering the full compliance of the Policy and shall be responsible for the establishment of any guidelines, or operating procedures relating processing of applications, risk assessments, investigations, record keeping and/or other activities contemplated hereunder.

## **5 EFFECT OF NON-COMPLIANCE**

### **5.1 General Effect of Non-Compliance**

If you fail, neglect or refuse to comply with this Policy, such failure, neglect or refusal will be deemed tantamount to a breach of this Policy, and you may be dismissed from employment forthwith. If you are a 3PP, your engagement with TIME will be terminated and no compensation will be payable. If you are a Customer, your agreement with TIME will be terminated and no compensation will be payable.

A lack of understanding of the Policy will not be an excuse for violating the Policy and neither is acting on instructions from your superior, head of department or any Director.

### **5.2 Effect of Failure to Comply Despite Advisory**

If the Corporate Personnel does not comply with the formal advice given by the C&E Officer, regardless of whether the Corporate Personnel has a different opinion or does not agree with the advice of the C&E Officer, the Corporate Personnel shall be deemed to be in breach of this Policy.

In such circumstances, the Corporate Personnel may be subject to appropriate disciplinary proceedings and may be subject to such penalties as may be specified in the Employment Handbook.

### **5.3 Outcome of Investigation**

If after an investigation is completed and the C&E Officer reasonably believes that there is sufficient evidence of non-compliance with the Policy, the C&E Officer shall notify the Head of People division that the appropriate action should be taken against the applicable Corporate Personnel.

### **5.4 Penalty for Illicit Financial Gain**

Should you be found guilty of breaching this Policy, any financial benefit that was granted or paid by TIME to you (other than salary payments) are to be fully repaid or returned to TIME.

# ANNEXURES

## ABC FORM 1: INCIDENT REPORT

### Incident Report

Reference Number:

Date of Submission:

Incident reported by: \_\_\_\_\_

Incident reported using TIME's Whistleblowing Channel

Incident has not happened yet       Incident has already happened

Nature of Incident: *(Describe the nature of the incident, in your own words)*

Persons Involved: *(Identify the persons that are involved)*

-----  
Acknowledged Receipt by TIME C&E Officer

-----  
Date of receipt

# ABC FORM 2: CONTRIBUTIONS OR DONATIONS

## Request for C&E Clearance – Payments of Contributions or Donations

Reference Number:

Date of Submission:

Payment to [Name of

Charity/Sponsorship] Amount:

Frequency:  Once  Repeated, [Click here to enter text.](#)

### Reason for Payment

*Please state the reasons for the payment. If there are supporting documents e.g. a letter of request from the charity or party requesting the sponsorship, please attach the same.*

Requested by:

\_\_\_\_\_  
Name:  
Designation:

-----  
Acknowledged Receipt by TIME C&E Officer

-----  
Date of receipt

# ABC FORM 3: GOVERNMENT OFFICER TRAVEL ACKNOWLEDGEMENT FORM

## Government Officer Travel Acknowledgement Form

Date:

To: TIME dotcom Berhad

From: (Name and Designation of Government

Officer) Address:

Details Government Officer Travel:

<b>Purpose of Travel/Name of event:</b>	
<b>Location:</b>	
<b>Period of Travel (date of departure till date of arrival at base):</b>	
<b>Mode of Travel:</b>	
<b>Accommodation Provided by TIME?</b>	Yes/No
<b>Government Officer Travel Approval by:</b> *Kindly provide documentary proof of approval as attachment to this Form	(name and designation of Government Officer's approving authority)

I, the abovenamed Government Officer, hereby confirm that I have received the approval to accept the travel arrangements by TIME dotCom Berhad for the above purposes.

\_\_\_\_\_  
Name:  
Designation:

-----  
Acknowledged Receipt by TIME C&E Officer

-----  
Date of receipt

# ABC FORM 4: FORM OF C&E CLEARANCE

## Clearance by C&E Officer

Date:

---

**Re: (Name of action C&E Clearance is requested and Reference Number)**

I refer to the above and have reviewed the supporting documentation and information submitted in relation thereto and I have **no objection** to the request.

Kindly be reminded that this Clearance is restricted only to the action stated above and is not to be interpreted as a general approval for other related or similar activities.

-----  
(Signature)  
(C&E Officer)

---

Acknowledge Receipt: (Name & Designation of requestor, date of receipt)