



TIME DOTCOM BERHAD
(Registration No. 199601040939 (413292-P))

**DIRECTORS' CONFLICT OF INTEREST
POLICY**

As at 27 November 2024

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DIRECTORS' CONFLICT OF INTEREST POLICY

1. INTRODUCTION

- 1.1. TIME dotCom Berhad ("**Time**" or the "**Company**") must ensure that each of the Directors of the Company and its subsidiaries ("**Time Group**") exercise judgment and perform their duties with integrity, accountability and openness.
- 1.2. Under the Companies Act 2016 ("**Act**"), every Director of the Company and Time Group ("**Director**") is under a fiduciary duty to, at all times, exercise his or her powers for a proper purpose and:
 - (a) in good faith in the best interest of the Company or Time Group;
 - (b) avoid conflict of interest ("**COI**") between personal and Company or Time Group matters, except with the Company's fully informed consent; and
 - (c) refrain from any secret profit out of the Director position.
- 1.3. The purpose of this policy is to set out the disclosure obligations of each Director with respect to COI, and the procedures to be followed when a COI arises or potentially arises to ensure systematic identification, disclosure and management of COI in an effective and timely manner.

2. CIRCUMSTANCES WHICH CONSTITUTE OR MAY GIVE RISE TO COI

- 2.1. A COI occurs when a Director's personal interest conflicts with his or her responsibility to act in the best interest of the Company in which he or she is a Director.
- 2.2. A Director can be regarded as having a COI:
 - (a) where he or she is interested (including indirect interest) in a contract or proposed contract with the Company or Time Group;
 - (b) where he or she holds any office (including, but not limited to serving on the Board of another company that is a direct competitor) or possesses any property where his or her duties or interests may create a conflict with his or her duties or interests as Director of the Company or Time Group;
 - (c) where he or she or his or her associated company derives an advantage from him or her being a Director of the Company or Time Group;
 - (d) where he or she uses the Company's or Time Group's property, information or position for personal gain;
 - (e) where he or she takes advantage of any opportunity which may be given to the Company or Time Group;

- (f) where his or her duty is compromised or potentially compromised due to his or her personal interest;
- (g) where he or she holds offices or directorships or is a nominee of a shareholder with substantial shareholding in competing companies or companies operating within the same or similar economic space, or has a direct and/or indirect financial interests and non-financial interests (e.g., arising from relationships whether family, business or professional interests) or competing loyalties or interest in competing companies;
- (h) where he or she is related to a director or a senior management team member of competing organisation;
- (i) where he or she, with existing knowledge of an individual's interests in a company in direct competition with Time in the same industry, recommends, nominates and/or votes on the appointment of said individual into management positions within the Company or Time Group; and
- (j) where his or her appointment is nominated by a major shareholder of the Company or Time Group, and the major shareholder also holds a substantial stake in a competing business.

Directors must be aware that conflicts can exist even if there is no discernible improper influence. The perception of a conflict can be just as damaging. Therefore, all Directors are encouraged to disclose situations that could be perceived as conflicting, not just those that are clearly conflicts.

For guidance, Annexure A to this policy sets out an extensive (but not exhaustive) list of situations where COI may arise together with an evaluation of the degree of COI present in these situations which requires disclosure to be made to the Company.

Conflict situations present a risk that a Director may make a decision based on or influenced by these interests rather than in the best interest of the Company in which he or she is a Director.

Therefore, a Director is required to declare at all times the nature and extent of any COI, whether direct or indirect, or whether actual or potential, with the Company or Time Group, and if so required by the Board and/or Board Committees, to recuse themselves from any deliberation and decision relating thereto.

3. COI REQUIREMENTS

- 3.1. Where a potential or actual conflict arises, every Director shall adhere to the procedures provided by the relevant laws, including but not limited to the Act and the Main Market Listing Requirements of Bursa Malaysia Securities Berhad ("**Bursa Securities**") ("**Listing Requirements**") and the relevant internal documents, in particular this Directors' Conflict of Interest Policy.
- 3.2. Section 221 of the Act provides that a Director who is in any way, whether directly or indirectly, interested in a contract entered into or proposed contract to be entered into with the Company or Time Group shall, as soon as practicable after the relevant facts have come to the Director's knowledge, declare the nature of his or her interest at a meeting of the Board of Directors ("**Board**"), and where a Director who holds any office or possesses any property where his or her duties or interests may create a conflict with his or her duties or interests as Director, such Director shall declare the fact, nature, character and extent of the conflict at a meeting of the Board.

Such Director shall be counted only to make the quorum at the Board meeting but shall not participate in any discussion while the contract or proposed contract is being considered at the Board meeting and shall not vote on the contract or proposed contract in accordance with Section 222 of the Act.

When a contract is entered into in contravention of Section 221 of the Act, it shall be voidable at the request of the Company or Time Group, unless it is in favour of any person dealing with the Company or Time Group for a valuable consideration and without any actual notice of the contravention. A Director who knowingly contravenes Sections 221 and 222 of the Act shall be guilty of an offence.

- 3.3. Pursuant to Paragraph 10.08(6) of the Listing Requirements, a Director with any interest, direct or indirect, must abstain from the Board deliberation and voting on the relevant resolution in respect of the related party transaction⁽¹⁾.
- 3.4. In order to prevent COI or potential COI situations pertaining to matters related to Board decisions and the operations of the Company or Time Group, shareholders with significant shareholding or interests in Time Group as well as a competing business (including but not limited to licensed telecom companies, data centre operators, energy solutions providers and cloud services providers, where the Group operates today) should be excluded from nominating a non-independent director to Time's Board. They can however, nominate an independent director for the Nomination and Remuneration Committee's consideration. The nominated candidate will be subjected to the necessary assessments and criteria as defined within Time's Fit and Proper Policy and the Policy on Nomination and Assessment Process of Board members to qualify them as a Board member.

4. DISCLOSURE OF INTERESTS

- 4.1. Directors are permitted to deal with the Company or Time Group if their interest is regarded as not being a material⁽²⁾ interest and on condition that full disclosure is made to the Company or Time Group and shareholders' approval is obtained if required under the Act, the Listing Requirements and any relevant regulatory requirements.
- 4.2. Directors are required to disclose to the Board:
 - (a) any material personal interest that he or she may have in a matter relating to the affairs of the Company or Time Group; and
 - (b) any other interest in a matter relating to the affairs of the Company or Time Group, which may give rise to, or be perceived to give rise to, a real or substantial possibility of a COI.
- 4.3. A Director is required to disclose such COI immediately or as soon as practicable on becoming aware of the interest to the Board and the Company Secretary. A Director may at any time declare a COI in relation to a matter by way of a written notice to the Board and the Company Secretary in writing, who shall notify the other Directors of the conflict as soon as practicable. If the matter is being deliberated at a meeting of the directors, the Director is required to declare the COI before the commencement of that deliberation.
- 4.4. Where there is any change in the nature and extent of COI subsequent to the disclosure, the interested Director shall make further disclosure of such changes, in the manner as set out in clause 4.3.

- 4.5. The Directors shall declare to the Board and the Company Secretary, on an annual basis, the COI or potential COI. The Annual Self-Declaration Form is as set out in Annexure B to this policy. The Annual Self-Declaration does not preclude Directors from disclosing COI or potential COI as and when the need arises throughout their term as a Board member of the Company.

5. COI PROCEDURE

- 5.1. Once disclosure is made, notwithstanding whether approval or ratification is required, the Audit Committee (“**AC**”) and the Board should review and deliberate whether the COI concerned will subject the Company to regulatory non-compliance or breach of legal obligation, within 2 weeks of the disclosure being made to the Board in writing. The Board is also entitled to obtain advice and recommendations from external experts which will assist the Directors in determining the best course of action in managing the COI while protecting the Company’s interests. During such deliberation, the interested Director shall not participate or vote.
- 5.2. Where a Director has disclosed a COI as required, the interested Director:
- (a) shall continue to receive Board papers or other information which relates in any way to the matter or issue which is the subject of the COI, unless the interested Director requests, or the Chairman determines, that he or she shall not receive any or all of those documents;
 - (b) shall withdraw from any part of a Board or Board Committee meeting for the duration while that matter is being considered or deliberated; and
 - (c) shall not vote on the matter.
- 5.3. If a majority of Directors who do not have an interest in such a matter resolve that the disclosed interest should not disqualify the interested Director from:
- (a) being present while the matter is being considered, then clause 5.2(b) shall not apply and the interested Director may be present at the said Board or Board Committee meeting; and
 - (b) voting while the matter is being considered, then clause 5.2(c) shall not apply and the interested Director may vote on the matter.

The minutes shall record the decision taken by the Directors who do not have an interest in the matter, including the nature and extent of the interested Director's interest in the matter and its relation to the affairs of the Company or Time Group.

- 5.4. A Director should request that he or she shall not receive any Board paper or other information relating to a matter, where receipt of those documents will place the Director in a position of conflict.
- 5.5. If there is any matter which is or is likely to be brought before the Board, and a Director or the Executive Director(s) has a concern that the disclosure of such matter to a particular Director:
- (a) will not be in the best interests of the Company or Time Group; or
 - (b) will place that particular Director in a position of conflict,

then the matter should be referred to the Chairman. After the Chairman has considered the matter in consultation with the Executive Director(s), the Chairman

may determine if that particular Director is in a position of conflict, and in such circumstances, the particular Director:

- (i) shall not receive Board papers or other information which relates in any way to the matter or issue which is the subject of the COI;
 - (ii) shall withdraw from any part of a Board or Board Committee meeting for the duration while that matter is being considered or deliberated; and
 - (iii) shall not vote on the matter.
- 5.6. Where disclosure of a particular matter may place the Chairman in a position of conflict, the Senior Independent Director shall consider the matter in consultation with the Executive Director(s), and make a decision on the matters as set out in clause 5.5.
- 5.7. In the event the approval of the matter is sought via a circular resolution, the interested Director shall abstain from voting on the resolution.
- 5.8. The interested Director who is an Independent Director of the Company, shall not compromise his or her independence⁽³⁾ or cause the Company to be in breach of the Listing Requirements due to any COI.

6. ACCESS TO INFORMATION

- 6.1. Where a Director has been excluded from receiving Board papers or other information on a matter, the Company Secretary will advise the interested Director in writing of the broad nature of the withheld information and the reason it has been withheld from him or her.
- 6.2. Once information that is withheld from the interested Director in accordance with this protocol becomes public knowledge or if, in the opinion of the Executive Director(s), after consultation with the Chairman (or where the matter concerns the Chairman, the Senior Independent Director), the potential for conflict has passed, the interested Director shall be entitled to (upon request) a briefing by the Executive Director(s) as to the current status of the matter and the particulars of any decision of the Board in respect of that matter.

7. RECORDS MAINTENANCE

- 7.1. The Company Secretary shall be responsible to record all COI disclosures by the interested Director in the minutes of meeting of the Board or in the board circular resolution as the case may be, at which the declaration was made and to maintain an updated record of such COI disclosures received.
- 7.2. All disclosures will be treated confidentially and documented in the Company's records. Access to this information will be restricted to authorised persons only, limited to the Chairman, the AC, auditors or other regulatory authorities upon request.

8. COMPLIANCE AND REVIEW OF THE POLICY

- 8.1. Compliance with this policy is the responsibility of each individual Director as well as the Board as a whole.
- 8.2. The AC is tasked to review and monitor compliance with the provisions of this policy.
- 8.3. Any Director who has been found not to have complied with this policy, shall be dealt with in a manner that the Board deems fit under the circumstances.
- 8.4. The Board will review this policy periodically or as changes arise to ensure that it remains relevant.

This Directors' Conflict of Interest Policy was approved and adopted by the Board on 27 November 2024. Any subsequent amendment to the policy can only be approved by the Board.

Notes:

- (1) *Related party transaction means a transaction entered into by the listed issuer or its subsidiaries which involves the interest, direct or indirect, of a related party. Related party means a director, major shareholder or person connected with such director or major shareholder.*
- (2) *The transaction would be considered material if the consideration of such transaction in aggregate is more than RM1 million.*
- (3) *Independent director means a director who is independent of management and free from any business or other relationship which could interfere with the exercise of independent judgement or the ability to act in the best interests of an applicant or a listed issuer. Without limiting the generality of the foregoing, an independent director is one who:*
 - (a) *is not an executive director of the applicant, listed issuer or any related corporation of such applicant or listed issuer (each corporation is referred to as "said Corporation");*
 - (b) *is not, and has not been within the last 3 years, an officer (except as an independent director) of the said Corporation. For this purpose, "officer" has the meaning given in section 2 of the Act;*
 - (c) *is not a major shareholder the said Corporation;*
 - (d) *is not a family member of any executive director, officer or major shareholder of the said Corporation;*
 - (e) *is not acting as a nominee or representative of any executive director or major shareholder of the said Corporation;*
 - (f) *has not been engaged as an adviser by the said Corporation under such circumstances as prescribed by Bursa Securities, or is not presently a partner, director (except as an independent director) or major shareholder, as the case may be, of a firm or corporation which provides professional advisory services to the said Corporation under such circumstances as prescribed by Bursa Securities; or*
 - (g) *has not engaged in any transaction with the said Corporation under such circumstances as prescribed by Bursa Securities, or is not presently a partner, director or major shareholder, as the case may be, of a firm or corporation (other than subsidiaries of the applicant or listed issuer) which has engaged in any transaction with the said Corporation under such circumstances as prescribed by Bursa Securities.*

LIST OF SITUATIONS THAT MAY GIVE RISE TO COI, TOGETHER WITH AN ASSESSMENT OF THE DEGREE OF COI (PERCEIVED, POTENTIAL OR ACTUAL) FOR EACH SITUATION

	Nature of Interest	Example Situations	Actual	Perceived	Potential
(i)	Financial & Direct Interest				
(a)	Using the property or resources of the Company or Time Group	Engage in other employment or business opportunities that require excessive time and attention and may or will negatively affect one's performance in the Company or Time Group.	√		
		Use the Company or Time Group's resources to develop intellectual property that is then used for personal gain rather than benefiting the Company or Time Group.	√		
		Channel benefits or resources meant for the Company or Time Group to a company which the director has an interest in.			
(b)	Using information acquired by virtue of one's position as a director or officer in the Company or Time Group	Use the Company or Time Group's confidential information for one's own business which competes with the products or services offered by the Company or Time Group.	√		
		Leverage on the Company's business or development plan by offering similar business in a geographical location which the Company or Time Group is not currently operating in, but which the Company or Time Group may expand its venture in subsequently.			
		Trade securities based on non-public information about the Company or Time Group and use privileged information for personal financial gain.	√		
		Publicising the Company or Time Group's confidential information or accepting payment from another corporate entity for the sharing of such information.	√		

	Nature of Interest	Example Situations	Actual	Perceived	Potential
(c)	Using one's position such as director or officer	Accept favors, gifts, payments, hospitality, or other benefits (even small in value) from the Company or Time Group's customers or vendors to facilitate a routine or secure a procurement.		√	
		Using one's position to recommend and/or nominate individuals with interests in competing companies into positions of management of the Company or Time Group.		√	
(d)	Using any opportunity of the Company or Time Group that one became aware of, in the performance of one's functions as the director or officer of competitor's company	Offer paid services to the Company or Time Group's customers or vendors during their time off.			√
		Accept offices as a director or advisor or staff at a competitor's company.		√	
		Prioritize own private venture by depriving the Company or Time Group from an identified business opportunity.	√		
(e)	Engaging in business that competes with the Company or Time Group	Work part-time with another corporate entity that sells a competing product or service or sharing of the Company or Time Group's confidential information with a competitor.	√		
(f)	Failing to accurately disclose the nature and extent of an interest in another entity	Disclose direct interest in a business but not disclose the beneficiary interest held via family member or associate ¹ .	√		
		Failing to disclose any relation and/or interest with a major shareholder of the Company that holds a substantial stake in a competing business.			√
(ii)	Financial & Indirect Interest				
(a)	Using the property or resources of the Company or Time Group	Sell a Company's asset to a trust fund set up by a family member or associate ² , without prior approval.	√		

¹ "Associate" and "Family" shall carry the same meaning as provided under Rule 1.01 of the Listing Requirements.

² "Associate" and "Family" shall carry the same meaning as provided under Rule 1.01 of the Listing Requirements.

	Nature of Interest	Example Situations	Actual	Perceived	Potential
(b)	Using information acquired by one's position as a director or officer of the Company or Time Group	Use the Company or Time Group's confidential information for the business deal of an entity that a business partner has an interest in.	√		
(iii)	Non-financial & Direct Interest				
(a)	Using the property or resources of the Company or Time Group	Hold personal ownership of intellectual property that could be beneficial to the Company or Time Group.	√		
(b)	Using one's position such as director or officer	Fail to investigate the misconduct of a subordinate or coworker due to personal reasons and such acts negatively impact the Company or Time Group.	√		
		Evaluate a team member with whom one has a personal relationship.		√	
		Hold dual roles where personal interest in one role conflicts with the responsibilities and objective of another role within the Company or Time Group.	√		
		Hold a position in an entity that operates in the same industry and may directly compete with the Company or Time Group, leading to divided loyalties.		√	
(c)	Using the position as a director or officer or information obtained to gain an advantage for oneself	Recruit an unqualified relative or acquaintance to work under direct or indirect supervision for personal interest.	√		
		Influence hiring decisions to recruit one's preferred and/or recommended candidates.		√	
		Use undue influence to interfere with the work assignments of others without justification.		√	
(d)	Failing to disclose a material personal interest in deliberations that could	Fail to disclose the relationship with a job candidate whom the Company or Time Group is considering hiring.		√	

	Nature of Interest	Example Situations	Actual	Perceived	Potential
	result in a decision affecting this personal interest	Use undue influence to procure goods from enterprises owned by oneself at a marginally lower price compared with other vendors.	√		
(e)	Failing to act in the Company's best interests and instead acting in favor of personal interests	Make a decision based on personal interest, such as supporting a political cause or take a religious stance on an issue, that conflicts with the Company or Time Group's objectives.	√		
		Make decisions that favor personal relationships with individuals or entities outside the Company instead of the best interests of the Company or Time Group.	√		
(f)	Failing to accurately disclose the nature and extent of a non-financial interest in another entity	Fail to disclose personal relationships, such as familial or close friendships, that may influence decision-making in favor of another entity.			√
		Fail to disclose volunteer work or involvement with another entity or personal pursuits that may influence decisions or actions taken within the Company or Time Group.			√

TIME DOTCOM BERHAD
Company Registration No. 199601040939 (413292-P)

**ANNUAL SELF-DECLARATION FORM OF
CONFLICT OF INTEREST
BY DIRECTOR AND KEY SENIOR MANAGEMENT**

This form, which is not exhaustive, illustrates key questions which may assist you in identifying and assessing the nature and extent of any conflict of interest or potential conflict of interest.

NO	CONFLICT OF INTEREST / POTENTIAL CONFLICT OF INTEREST	PLEASE INDICATE WITH A TICK (✓)	
		YES	NO
1.	Do you or a person connected* with you have a substantial, direct or indirect, ownership interest or other relationship with a company, firm or organisation that is currently having business dealings or potentially having business dealings in the future with Time and/or Time Group or that serves as a competitor or customer to Time and/or Time Group?		
2.	Do you hold a position as a director, advisory member, limited partner, trustee, or any other authoritative roles that could exert influence or potentially exert influence, whether directly or indirectly, over any company, firm or organisation that might, in turn, engage in direct or indirect competition with any of the businesses of Time and/or Time Group?		
3.	Do you or a person connected* with you utilise Time and/or Time Group's assets, resources or information for personal use without obtaining prior approval from the Chairman of the Board or the Board or not as part of the approved Board reimbursement?		
4.	Do you or a person connected* with you exploit personal opportunities linked to the businesses of Time and/or Time Group, by utilising property, information or your position for personal gain, or engaged in competing with Time and/or Time Group for business opportunities?		
5.	Are there any additional interests, activities, investments, or involvements that you believe should be disclosed to ensure a comprehensive account of any actual, apparent or potential conflicts of interest?		

* In cases where you have indicated “YES”, please provide comprehensive details regarding your interests such as the company name, number of shares, percentage of shareholdings, nature of the relationship or any other pertinent information. Additionally, kindly furnish the corresponding supporting documents as needed.

No.	* Explanation for items indicated “YES”

Notes:

- * *“Person connected” as stipulated under Paragraph 1.01 of Bursa Malaysia Securities Berhad Main Market Listing Requirements means such person in relation to any person (referred to as “said Person”) who falls under any one of the following categories:*
- (a) a family member of the said Person, includes (i) spouse, (ii) parent, (iii) child, including adopted child and step-child, (iv) brother or sister and (v) spouse of child, brother or sister;*
 - (b) a trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the said Person, or a family member of the said Person, is the sole beneficiary;*
 - (c) a partner of the said Person;*
 - (d) a person, or where the person is a body corporate, the body corporate or its directors, who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the said Person;*
 - (e) a person, or where the person is a body corporate, the body corporate or its directors, in accordance with whose directions, instructions or wishes the said Person is accustomed or is under an obligation, whether formal or informal, to act;*
 - (f) a body corporate in which the said Person, or persons connected with the said Person are entitled to exercise, or control the exercise of, not less than 20% of the votes attached to voting shares in the body corporate; or*
 - (g) a body corporate which is a related corporation of the said Person.*

I, _____ (NRIC / Passport No. _____) do hereby solemnly affirm and declare that:

- (i) I have complied with the Directors' Conflict of Interest Policy of Time;
- (ii) I agree to promptly notify the Chairman/Board and/or Company Secretary of Time regarding any modifications in my responses to the aforementioned questions that may arise due to alterations in circumstances;
- (iii) I agree to report any additional financial interests, situations, activities, interests, or conduct that may arise before the completion of the next annual disclosure; and
- (iv) the information contained in this Annual Self-Declaration Form of Conflict of Interest by Directors and Key Senior Management is true and accurate to the best of my knowledge and belief.

Name :
Designation :
Date :