



**AWANBIRU TECHNOLOGY
BERHAD**

[Reg. No. 201001038336 (922260-K)]
(Incorporated in Malaysia)

**POLICY ON ADEQUATE
PROCEDURES PURSUANT TO
SUBSECTION (5) OF SECTION
17A UNDER THE MALAYSIAN
ANTI-CORRUPTION
COMMISSION ACT 2009**

T.R.U.S.T PRINCIPLES

Table of Contents

1. PURPOSE	3
PRINCIPLE I: TOP LEVEL COMMITMENT (T)	3
2. PROCEDURAL REQUIREMENTS AND COMMITMENTS BY AWANTEC	3
3. APPLICATION.....	4
PRINCIPLE II: RISK ASSESSMENT (R)	4
4. RISK ASSESSMENT OBJECTIVES	4
5. CORRUPTION RISK ASSESSMENT METHODOLOGY	5
6. CORRUPTION RISK ASSESSMENT PROCESS FLOW	5
PRINCIPLE III: UNDERTAKE CONTROL MEASURES (U).....	6
7. AWANTEC’S ANTI-BRIBERY AND ANTI-CORRUPTION POLICY	6
7.1 DUE DILIGENCE	6
7.2 REPORTING CHANNEL	7
7.3 FACILITATION PAYMENTS	8
7.4 FINANCIAL CONTROLS AND SEPARATION OF DUTIES	8
7.5 POLITICAL CONTRIBUTIONS	9
7.6 NO-GIFT POLICY	9
7.7 RECORD-KEEPING AND DOCUMENTATION	10
PRINCIPLE IV: SYSTEMATIC REVIEW, MONITORING AND ENFORCEMENT (S)	10
8. ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE	10
PRINCIPLE V: TRAINING AND COMMUNICATION (T)	11
9. ANTI-BRIBERY AND ANTI-CORRUPTION AWARENESS	11
10. COMMUNICATIONS POLICY	12
11. REVIEW OF THE POLICY	12
12. APPENDIX 1:	13
BUSINESS PARTNER REGISTRATION FORM	13
ANNUAL VENDOR ABAC DECLARATION FORM	16
VENDOR RELATED PARTY TRANSACTION DECLARATION FORM	17
APPENDIX 2: GIFT ACCEPTANCE FORM	19

1. PURPOSE

This Policy is designed to complement the Awantec Anti-Bribery and Corruption Manual (“**ABC Manual**”), ensuring compliance with the Guidelines on Adequate Procedures issued by the National Centre For Governance, Integrity and Anti-Corruption (GIACC) (“**Adequate Procedures**”) pursuant to subsection (5) of section 17A of the Malaysian Anti-Corruption Commission Act 2009 (Act 694) (“**MACC Act 2009**”), as stated in the Malaysian Anti-Corruption Commission (Amendment) Act 2018 (“**MACC Amendment Act 2018**”).

In formulating this Policy, AwanBiru Technology Berhad (the “**Company**” or “**Awantec**”) and its subsidiaries (the “**Group**”) have taken into account the requirements contained in the Adequate Procedures to ensure compliance with the obligations imposed.

PRINCIPLE I: TOP LEVEL COMMITMENT (T)

2. PROCEDURAL REQUIREMENTS AND COMMITMENT BY AWANTEC

In order to achieve the objectives stated in the ABC Manual and in compliance with Section 17A of MACC Act 2009 and the Adequate Procedures, Awantec pledges to: -

- 2.1 Establish, maintain and periodically review (when necessary) the anti-bribery and anti-corruption control measures provided for under this Policy and the ABC Manual which includes clear policies and objectives that adequately address corruption risks faced by the Group.
- 2.2 Promote and observe a culture of integrity among employees within the organisation, as well as transaction with third parties.
- 2.3 Periodically conduct a comprehensive bribery and corruption risk assessment at least once every three years or when instructed by the Risk Management Committee (“**RMC**”).
- 2.4 Issue instructions to efficiently communicate Awantec’s policies and commitments to anti-bribery and anti-corruption internally and externally, as well as encourage the use of Awantec’s whistleblowing channel in relation to real or suspected corruption incidences or non-compliance with the ABC Manual.
- 2.5 Establishing consistent communication within the organisation on the anti-bribery and anti-corruption policies in dealings with internal and external stakeholders.

- 2.6 Appoint a competent and professional person to lead, advise, and oversee anti-bribery and anti-corruption control measures such as the Head of Legal and Corporate Governance Department, who shall be supported by such other employees who will assist and carry out such functions.
- 2.7 Ensure that the lines of reporting for the person responsible for the control measures are clear, appropriate and ultimately, to the management of the Company.
- 2.8 Ensure that results of any audit, periodic review on risk assessment, and control measures are presented and repeated to the senior management and relevant departments.

3. APPLICATION

Awantec is committed to continuously improving its anti-bribery and anti-corruption policies under the ABC Manual. The Group may therefore endeavour to develop further integrity measures and update the ABC Manual procedures and policies as and when necessary.

This Policy shall also be read together with the ABC Manual and other related materials including relevant laws on anti-bribery and anti-corruption.

PRINCIPLE II: RISK ASSESSMENT (R)

4. RISK ASSESSMENT OBJECTIVES

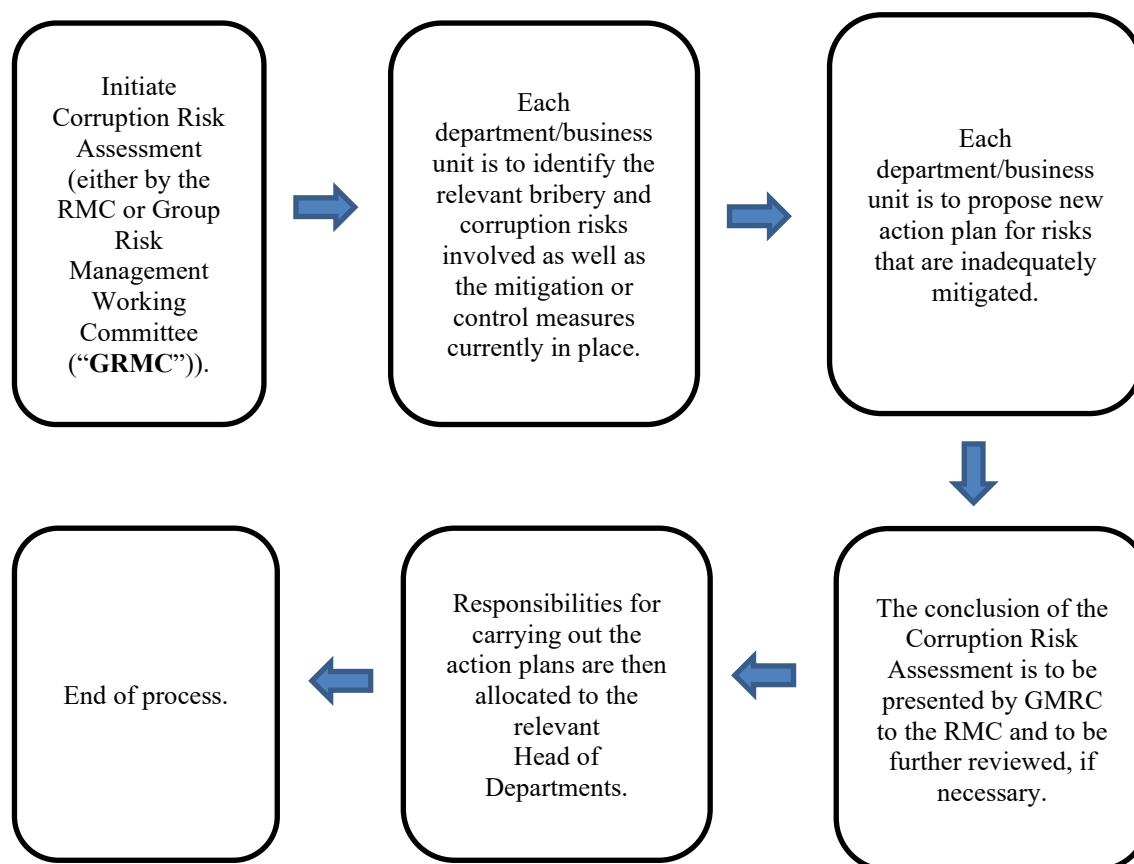
The primary objectives of the bribery and corruption risk assessment (**the “Corruption Risk Assessment”**) are as follows: -

- (i) Identifying and analysing the internal and external corruption risks involved in the Group’s daily transactions.
- (ii) Evaluating all factors which might increase the level of corruption risks.
- (iii) Documenting the risk assessment and its conclusions for further review by the senior management and to be presented to the RMC.
- (iv) Adopting the practice of having a thorough assessment of the corruption risks of the Group on a periodic basis.

5. CORRUPTION RISK ASSESSMENT METHODOLOGY

- 5.1 The Corruption Risk Assessment must be conducted periodically (as and when directed by RMC) but there must be at least one full scale assessment and review every three (3) years.
- 5.2 The Corruption Risk Assessment must include the following: -
- (i) Financial transactions that may disguise corrupt payments.
 - (ii) Business activities with countries or in sectors that pose higher corruption risks.
 - (iii) Relationships with third parties in the Group's supply chain which are likely to expose the Group to bribery and corruption.
 - (iv) Opportunities for bribery and corrupt practices arising from weaknesses or gaps in policies and procedures set in place.

6. CORRUPTION RISK ASSESSMENT PROCESS FLOW



PRINCIPLE III: UNDERTAKE CONTROL MEASURES (U)**7. AWANTEC'S ANTI-BRIBERY AND ANTI-CORRUPTION POLICY**

Awantec has established a general guideline on its anti-bribery and anti-corruption policy in the ABC Manual in which bribery and corruption in any and all forms as they relate to the Group's business activities are strictly prohibited.

Awantec is committed to conducting its business ethically and in compliance with all applicable anti-bribery and anti-corruption laws and regulations in every country where businesses are conducted. This Policy and the ABC Manual therefore apply to all countries worldwide, without exception and without regard to regional customs, local or business practices.

In compliance with the Adequate Procedures, this Policy serves to supplement the ABC Manual with the following further guidelines: -

7.1 Due Diligence

- 7.1.1 Before entering into a commercial contract/agreement/transaction with any agents, contractors, vendors, suppliers, service providers, consultants and any other third parties performing work for or providing services to, or working with the Group, or for and on behalf of the Group (the **"Third Party"**), the relevant department/business unit must do their due diligence in conducting a review of the Third Party's background, business reputation and financial standing.

New vendors/customers transacting with the Group will be requested to register as a new vendor with Awantec by completing and signing the Business Partner Registration Form, Anti-Bribery and Anti-Corruption (ABAC) Declaration Form, and the Related Party Transaction (RPT) Declaration Form provided by the Group Procurement Department **(template as per Appendix 1)** or made available on the Company's internal portal.

- 7.1.2 All relationships with Third Parties must be documented in written, approved and signed contracts. Details of the proposed contract/agreement/transaction shall be made to the Legal and Corporate Governance Department. The Legal and Corporate Governance Department will ensure that the contract sufficiently describes the relationship between the parties and their tasks, the services to be performed and include appropriate contractual provisions

protecting the Group's interests.

- 7.1.3 Awantec employees are expected to exercise reasonable care and good judgment in evaluating the integrity and ethical business practices of a Third Party and should seek guidance or clarification from the Legal and Corporate Governance Department whenever any doubt in relation to the proposed engagement of a Third Party arises.

7.2 Reporting Channel

- 7.2.1 This section of the Policy shall be read together with the Group's ABC Manual and the Whistleblowing Policy.

- 7.2.2 Employees of the Group who encounter actual or suspected violations of this Policy and the ABC Manual are highly urged to report their concerns. Any suspected bribery and corruption incidents must be reported promptly. Awantec has set out secured whistleblowing channels for all employees such as below: -

- Whistleblowing e-Form at:
<https://www.awantec.my/whistleblowing>
- Email:
whistleblowing@awantec.my
- Letter to the Whistleblowing Committee at:
Block 11B, Star Central,
Lingkaran Cyber Point Timur,
Cyber 12, 63000 Cyberjaya,
Selangor Darul Ehsan.

Attention: Whistleblowing Committee

- 7.2.3 All reports that are made in good faith shall be treated with strict confidence and investigated promptly by the Whistleblowing Committee. All whistleblowers shall be protected from any risk of reprisals under the Whistleblower Protection Act 2010 as long as the report was made in good faith and through the appropriate channels.

7.3 Facilitation Payments

- 7.3.1 Facilitation payments are payments made to either secure or expedite a routine function which one person shall be or is responsible for performing as part of his/her daily roles and responsibilities. The payments are usually small in amount and is typically paid to government officials or relevant authorities unofficially to expedite routine administrative processes on matters such as document processes, permits, licenses, and custom clearance.
- 7.3.2 Employees of the Group are strictly prohibited to directly or indirectly offer, promise, give, solicit or accept, agree to accept, or attempt to obtain anything that might be regarded as a facilitation payment in any form.
- 7.3.3 Employees of the Group are expected to immediately notify their Head of Department or the Head of Legal and Corporate Governance when they encounter any requests for facilitation payment. If facilitation payment has already been made in part or in full by any employee and subsequently discovered, the Head of Department or Head of Legal and Corporate Governance must be notified immediately of those payments so that relevant action can be taken.

7.4 Financial Controls and Separation of Duties

- 7.4.1 Financial controls refer to the establishment of policies and procedures by an organisation to manage its financial resources and operate efficiently, which is essential for the prevention of any fraud or theft.
- 7.4.2 Awantec requires all necessary financial controls to be in order to ensure that financial transactions involving the Group are properly processed and recorded to prevent occurrence of bribery and corruption. Every purchase requisition must be accompanied by complete documents such as letters of appointment, quotations, invoices, signed contracts or receipts.
- 7.4.3 Awantec requires separation of duties so that the same person cannot both initiate and approve a payment. All signatories and powers of approval are governed by Awantec's Limit of Authority ("**LOA**").
- 7.4.4 All transactions are subject to approval procedures and limits as stipulated under the LOA. The transacting departments/business units are required to also adhere to the approval requirements under the LOA and due diligence under this Policy prior to entering into any transaction.

7.5 Political Contributions

- 7.5.1 Awantec is strongly committed to ensure recognition and avoiding situations of conflict of interest to maintain integrity and develop trust by making professional and impartial business decisions.
- 7.5.2 Awantec strictly prohibits any kind or form of political donations and contributions in the name of the Company. The Group employees must not use the Group's funds and resources to make contributions or donations to any political campaigns, political parties, political candidates or their respective offices/officials or any stakeholder affiliated organisations to support any public officials, political parties or candidates for office as this may be perceived as an attempt to gain an improper business advantage.
- 7.5.3 The contribution must not be made in exchange for any favourable treatment or inappropriate business advantage and must be accurately documented in the Group's Political Contributions Register, which is kept by the Human Resource and Administration Department.

7.6 No-Gift Policy

- 7.6.1 Awantec has a strict no-gift policy in which all employees of the Group or representatives of the Group are prohibited from directly or indirectly, receiving or providing gifts. When in doubt of whether the gift is appropriate, seek clarification from the Legal and Corporate Governance Department before giving or receiving the gift. Please refer to the ABC Manual for further details.
- 7.6.2 Additionally, all gifts given or received by the Group's employees must fall within the "Exceptions to the No-Gift Policy" listed in the ABC Manual and they must be recorded and documented accurately in the Group's Gift Register. Any employee receiving gifts that fall outside the "Exceptions to the No-Gift Policy" is required to report the receipt of gifts by completing and submitting the Gift Acceptance Form (please refer to Appendix 2) to the Head of Division as soon as practicable of receipt such gift (**template as per Appendix 2**).
- 7.6.3 The Director of Human Resource and Administration shall have overall duties and responsibility for record keeping of the Group's Gift Register.

7.7 Record-keeping and Documentation

- 7.7.1 The Group pledges to ensure to keep its books, records and accounts with accurate detail that reflect all assets and payments made in the course of its business dealings and transactions.
- 7.7.2 Records in relation to and concerning adequate procedures (i.e., due diligence checks, company searches, conflicts of interest declarations, reports and such other confidential documents) must be kept in a safe place and backed up regularly.
- 7.7.3 The Head of Legal and Corporate Governance Department has overall duties and responsibility for document control and record keeping of anti-bribery and anti-corruption related documents.

PRINCIPLE IV: SYSTEMATIC REVIEW, MONITORING AND ENFORCEMENT (S)**8. ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE**

- 8.1 The Legal and Corporate Governance Department shall have the oversight of the implementation of the compliance controls related to this Policy and the ABC Manual.
- 8.2 The GRMC shall periodically (or by instruction of the RMC) initiate a Group-wide Corruption Risk Assessment to identify the bribery and corruption risks potentially affecting the Group.
- 8.3 The Head of Legal and Corporate Governance Department shall review the suitability and relevancy of the policies and procedures under this Policy and the ABC Manual from time to time, taking into account recent developments in the relevant laws as well as evolving industry standards.
- 8.4 In carrying out the above, Awantec is committed to comply with the following guidelines: -
 - (i) plan, establish, implement and maintain a risk assessment programme, which covers the scope, frequency, and methods for review;
 - (ii) identify and/or appoint a competent person(s) to conduct an internal audit, in relation to the Group's anti-bribery and anti-corruption measures;

- (iii) consistently evaluate and seek for improvements on the Group's policies and procedures in relation to anti-bribery and anti-corruption;
- (iv) ensure that the external audits conducted every financial year also evaluates whether the Group is operating in compliance with its policies and procedures in relation to anti-bribery and anti-corruption;
- (v) consistently communicate to the employees in relation to any updates on the anti-bribery and anti-corruption policies and procedures to ensure their understanding and compliance with the Company's stance in their respective roles and functions; and
- (vi) when necessary, conduct disciplinary proceedings against employees found to be non-compliant to this Policy and the ABC Manual.

8.5 The results of the Corruption Risk Assessments and audits carried out by the external auditors shall be reported to the senior management and the RMC for consideration and implementation of such recommendations.

PRINCIPLE V: TRAINING AND COMMUNICATION (T)

9. ANTI-BRIBERY AND ANTI-CORRUPTION AWARENESS

- 9.1 Awantec is highly committed to create and maintain awareness of anti-bribery and anti-corruption matters in the efforts to promulgate honesty, integrity and good ethics among the employees and stakeholders of the Group.
- 9.2 Awantec shall periodically conduct awareness programmes in the form of internal trainings for all employees on the topics related to anti-bribery and anti-corruption elements ("**Anti-Bribery and Corruption Training**"). The Anti-Bribery and Corruption Training shall be tailored to the roles and responsibilities of the employees, business operations, and shall include the latest development on relevant laws, compliance issues and relatable examples of possible corruption scenarios involved, whichever is applicable.
- 9.3 The Legal and Corporate Governance Department shall conduct an Anti-Bribery and Corruption Training once every financial year and if necessary, to conduct refresher trainings within the same year, based on circumstantial requirements.
- 9.4 The Legal and Corporate Governance Department shall maintain all records of the Anti-Bribery and Corruption Trainings.

10. COMMUNICATIONS POLICY

- 10.1 The RMC, through the Head of Legal and Corporate Governance, shall strive to ensure that communications regarding the anti-bribery and corruption measures are done internally and externally throughout the business operations of the Group.
- 10.2 The medium of communication may include, but not limited to: -
- (i) Awantec ABC Manual;
 - (ii) Awantec Related Party Transaction Policies & Procedures;
 - (iii) Awantec Code of Conduct;
 - (iv) Awantec Vendors Code of Conduct;
 - (v) Messages and announcements via Group-wide email blasts;
 - (vi) Anti-Bribery and Corruption Training; and
 - (vii) Town hall sessions.

11. REVIEW OF THE POLICY

This Policy shall be reviewed periodically by the RMC in accordance with the needs of the Company, from time to time or when changes to regulatory requirements necessitate a revision, but at least once every three (3) years.

Appendix 1: Business Partner Registration Form


 AWANTEC GROUP VENDOR
REGISTRATION FORM

Registration for:

Please Select

TO FILL UP BY REQUESTER [AWANTEC GROUP]			
Type of Request:		Purpose of Registration:	
<input type="checkbox"/> New Registration <input type="checkbox"/> Information Update		<input type="checkbox"/> Trade/Business/Partner <input type="checkbox"/> Non Trade/Payment	
Requested By:			
Company/Dept:		/	
Reason/Justification:			

Section A: Company General Information			
1	Company Name:		
2	ROC/ROB No.:		
3	Incorporation Date:	Date of Operation:	
4	Business Address		
	Postal Code	City	
	State		
	Tel No.	Fax No.	
	E-mail Address		
	Web Site		
5	List of Directors & percentage		
	Pls. attach if more than (5) five		
6	Contact Person:	H/P No and email :	
7	Digital Tax/ SST Reg. No.:		
8	Type of Organisation: [please v]		
	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Sdn Bhd	<input type="checkbox"/> Co-operative <input type="checkbox"/> Berhad	<input type="checkbox"/> Association <input type="checkbox"/> Government
			<input type="checkbox"/> Foreign Company <input type="checkbox"/> Others (please state)
9	Nature of Business: [please v]		
	<input type="checkbox"/> Contractor <input type="checkbox"/> Consultant	<input type="checkbox"/> Supplier <input type="checkbox"/> Service Provider	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Agent
	<input type="checkbox"/> Dealer/Distributor <input type="checkbox"/> Developer		
	Product/Service offered:		
	Product/Service	Description/Specification	

11	Authorised Capital:		Paid-Up Capital:	
12	Bank Name:			
13	Account No.:		Currency:	Please Select
14	Company Status:	Bumiputera	Non-Bumiputera	Foreign
15	Shareholding:	% Bumiputera	% Non-Bumiputera	% Foreign
16	List of Shareholders			
				%
				%
				%
				%
				%
				%

Section B: Documentation Required For Vendor Registration (For Foreign Company to submit the equivalent document)		
No.	Description	Tick where applicable
1	Latest/Updated Company Profile (Organisation Chart, Product/Service Offered)	
2	Latest Company's Particulars from Suruhanjaya Syarikat Malaysia (SSM) e-info (printed out)	
3	The latest two (2) years of Audited Account/Management Account	
4	The latest two (2) months of Bank Statement	
5	Form 9/Section 17 (Certificate of Incorporation), Form D, Form E (Perakuan Pendaftaran Syarikat), Form 13 (changes of company name)	
6	Form 49/Section 14/Section 58 (Latest particulars of directors, managers and secretaries and changes of particulars)	
7	Letter Approval for Sales and Service Tax (SST) from CUSTOMS, (if applicable)	

* Authorities and agencies such as CIDB, SIRIM, ST, SPAN etc.



AWANTEC GROUP VENDOR REGISTRATION FORM

Section C: Vendor Declaration			
<p>1) I/We, the undersigned hereby declare to the best of our knowledge that the particulars furnished under this application are true and accurate.</p> <p>2) I/We also authorise AWANTEC GROUP and its representatives to undertake further investigation if so desired. We also agree that any incorrect information stipulated in this form may render our registration invalid.</p> <p>3) I/We shall perform all contractual obligations professionally and ethically and comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in Malaysia, including but not limited to the Malaysian Anti-Corruption Commission Act 2009 ("Relevant Requirements").</p> <p>4) I/We shall have and shall maintain in place throughout the business relationship our own policies and procedures, including but not limited to adequate procedures to ensure compliance with the Relevant Requirements. It is agreed that we nor any party representing us will engage in any activity or practice which constitutes an offence under the Relevant Requirements including not to offer, pay, consider or authorise, either directly or indirectly any payment, gift, promise, advantage, inducement or reward of any kind for any services, or possible services in relation to our business for personal gratification or with the intent to induce or to secure business or an advantage for and on behalf of us or where such act will breach the Relevant Requirements. Breach of this clause shall be deemed a material breach of the business relationship and may render our registration invalid.</p>			
<i>Name of Applicant:</i>		<i>Date:</i>	
<i>Designation:</i>		<i>Company Stamp:</i>	
<i>Signature:</i>			
Section D: For Office Use Only [AWANTEC]			
	Received and Processed By:	Reviewed and Approved By:	
<i>Name:</i>			
<i>Department:</i>			
<i>Designation:</i>			
<i>Date:</i>			
<i>Signature:</i>			
<i>Remarks (where applicable)</i>		<i>Approved</i>	<i>Rejected</i>

Appendix 1: Annual Vendor ABAC Declaration Form**Annual Vendor ABAC Declaration Form**

I/We, _____ (Company Name), (which includes its Directors, Officers and Employees who intend to conduct business transaction(s) with **AwanBiru Technology Berhad** ("Awantec") and its subsidiaries, hereinafter referred to as "Awantec Group") hereby to confirm that:

- a. A copy of the Awantec Anti-Bribery and Corruption Manual was provided and we have read and understood the policy (A copy of the policy is available on <https://www.awantec.my/about-us>). We agree and undertake to abide by all the terms and condition of the Anti-Bribery and Corruption Manual at all times, including but not limited to the Malaysian Anti-Corruption Commission Act 2009 ("Relevant Requirements").
- b. I/We shall have and shall maintain in place throughout the business relationship our own policies and procedures, including but not limited to adequate procedures to ensure compliance with the Relevant Requirements. It is agreed that we nor any party representing us will engage in any activity or practice which constitutes an offence under the Relevant Requirements including not to offer, pay, consider or authorise, either directly or indirectly any payment, gift, promise, advantage, inducement or reward of any kind for any services, or possible services in relation to our business for personal gratification or with the intent to induce or to secure business or an advantage for and on behalf of us or where such act will breach the Relevant Requirements. Breach of this clause shall be deemed a material breach of the business relationship and may render our registration invalid.
- c. I/We have not been convicted nor are we subject of any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected bribery and corruption activities.
- d. If we have reasonable grounds to suspect any actual or suspected breach to the Relevant Requirements, we shall report such act to Awantec at whistleblowing@awantec.my as soon as reasonably practicable.
- e. In the event that we are in breach of the Relevant Requirements, Awantec Group may immediately terminate the contract / agreement entered without any liability whatsoever on the part of Awantec Group to us. This is without prejudice to any other rights or remedies that Awantec Group may have or any other appropriate action which Awantec Group may seek under the terms of the applicable contract / agreement or the applicable rules and regulations.
- f. We shall indemnify you against any and all liability, loss, damages, costs, legal costs and other expenses of any nature whatsoever incurred or suffered by you whether direct or consequential arising out of any breach of the Relevant Requirements herein by us i.e. any dispute, claims or proceedings brought against you by a third party or authority against you by reason of any action by us.

Yours sincerely,

Name of Company Director (or Equivalent):
Name of Company:
Company Stamp:
Date:

Appendix 1: Vendor Related Party Transaction Declaration Form



Vendor Related Party Transaction Declaration Form

Notification of Potential or Existing Related Party Transaction of AwanBiru Technology Bhd

I/We, (NRIC No. / Company Registration No.) as the vendor of **AwanBiru Technology Bhd** and/or its subsidiaries ("**Awantec**"), hereby give notification to Awantec of the following potential or existing **related party transaction ("RPT")**, pursuant to Awantec Related Party Transaction Policies and Procedures.

For the purposes of this declaration, a RPT is a transaction entered into between Awantec or its subsidiaries and a person connected. "**Person connected**" has the meaning as stated in Chapter 1 of the Bursa Main Market Listing Requirements (Please refer to page 3 of this Form for the definition of "**person connected**" under the Main Market Listing Requirements). Please disclose the relevant information in the table below.

Description of dealing or transaction in which RPT may arise	
Nature of Relationship with Party giving rise to RPT	
Name of Related Party	
Amount/Value of RPT transaction	
Date RPT will arise	
Is transaction one off or ongoing?	
Any other material information	

AND I/We MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true and in the event of any false declaration made herein, Awantec shall be entitled to terminate and withdraw the transaction/contract/award made in favour of the Vendor and to further exercise all or any of its rights and remedies under the law.

Signed by:

Date:

Under **Chapter 1 of the Main Market Listing Requirements**, "person connected" is defined as follows:-

in relation to any person (referred to as "said Person") means such person who falls under any one of the following categories:

- (a) a family member of the said Person;
- (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.

Note:

"family members" would include the spouse, parent, child, including adopted child and stepchild, brother, sister and the spouse of the person's child, brother or sister.

Appendix 2: Gift Acceptance Form



GIFT ACCEPTANCE FORM

ATTENTION:

1. Gift Acceptance Form must be completely filled-up in an original copy only.
2. A copy of Gift Acceptance Form must be submitted to Head of Department ("HOD").
3. The Director of Human Resource and Administration shall have overall duties and responsibility for record keeping of the Group's Gift Register.

A. RECEIVER PERSONAL DETAILS

1. Name :
2. Identification No. :
3. Position :
4. Company/Subsidiary/Division :
5. Department/Unit :

B. GIFT INFORMATION

1. Type of Gift (Brand, Name of Gift, Estimated Value [RM]) :
2. Name of Giver :
3. Receiver Name :
4. Date Received :
5. Reason of Receiving Gift :
6. Placement of Gift :

C. STAFF ACKNOWLEDGEMENT

I acknowledge that all the information stated in this form are true.

(signature)

Name :
Position :
Date :

D. APPROVAL

Please tick (✓) as follows:

☐ A ☐ B ☐ C ☐ D

(Please refer *Note as stated in the next table)

Note		
A	-	Instruct staff to return gift to the person or party who gave the gift;
B	-	Allow staff to accept the gift;
C	-	Allow the department to keep the gift; or
D	-	Dispose the gift as appropriate.

(signature)

Name :
Position :
Date :