



# LAPASAR'S ANTI-BRIBERY AND CORRUPTION POLICY FOR LAPASAR'S BUSINESS ASSOCIATES

## 1.0 INTRODUCTION

- 1.1 Lapasar Sdn Bhd ("**Lapasar**") is committed to promoting and ensuring compliance with the Malaysian Anti Corruption Commission Act 2009 ("**MACC Act**"), Penal Code 1976 ("**Penal Code**"), Companies Act 2016 and any other applicable laws of Malaysia in conducting Lapasar's business dealings.
- 1.2 When Lapasar's agents, consultants, contractors, partners, vendors and/or customers ("**Lapasar's Business Associates**") engaged in business dealings with Lapasar, Lapasar's Business Associates are deemed to have agreed to Lapasar's Anti-Bribery and Corruption Policy.

## 2.0 POLICY STATEMENT

- 2.1 Lapasar is committed to a zero-tolerance policy for receiving and/or giving bribes, kickbacks, and/or any other form of gratification wherein failure to comply with this Policy, whether intentional or not, shall cause a criminal liability to be imposed against Lapasar, Lapasar Personnel and/or Lapasar's Business Associate.
- 2.2 All Lapasar's Business Associates, irrespective of the position and/or designation in Business Associate's company are required to comply with this policy and all laws governing this policy wherein neither party shall not offer, give, solicit, accept any bribes, gratification or kickbacks in any form whether directly or indirectly through any third parties.

## 3.0 DEFINITIONS

- 3.1 **Bribery** is the offer, promise, giving, demanding or accepting of gratification to induce another person to do something or not to do something in exchange for the gratification.
- 3.2 **Corruption** is misusing the position or power entrusted for personal gain or benefit by receiving gratification.
- 3.3 **Inducement** may be anything valuable to the person who is being influenced to offer or accept a bribe in any form, including but not limited to, gifts, hospitality, fees, commissions, rewards, jobs, contracts, favours or any other advantages.
- 3.4 **Kickback** is an illicit payment made to another person for facilitating a transaction.

3.5 **Gratification** under the MACC shall consist of the following:

- (a) Money, donation, gift, loan, fee, reward, valuable security, property or interest in the property being the property of any description whether movable or immovable, financial benefit, or any other similar advantage;
- (b) Any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- (c) Any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (d) Any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- (e) Any forbearance to demand any money or money's worth or valuable thing;
- (f) Any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
- (g) Any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).

3.6 **Lapasar's Personnel** refers to anyone who is employed by Lapasar whether on a permanent, fixed-term or temporary basis, including interns and directors.

#### 4.0 **LAPASAR'S BUSINESS ASSOCIATES OBLIGATIONS**

4.1 At all times, Lapasar's Business Associates shall comply with this Policy and ensure that at all times, Lapasar's Business Associates **shall not** initiate or receive bribery or corruption in any form whatsoever to Lapasar's Personnel.

#### 5.0 **NON COMPLIANCE WITH THE POLICY**

5.1 In the event of non-compliance by Lapasar's Business Associates, Lapasar's Business Associates **shall be deemed to have committed an offence under the MACC Act and shall be liable for imprisonment not exceeding twenty (20) years and fine prescribed under the MACC Act, including but not limited to a fine, not less than five (5) times the value of the Gratification.**

5.2 Lapasar shall stop engaging in any business with Lapasar's Business Associates upon discovering the non-compliance with this policy by Lapasar's Business Associates.


## **6.0 GENERAL ENQUIRIES**

6.1 In the event of any queries, please contact Lapasar's General Counsel at [nur.iman@lapasar.com](mailto:nur.iman@lapasar.com)

## **9.0 REVISIONS**

9.1 This Policy shall be updated, amended or revised by Lapasar from time to time to ensure adequacy in implementing and enforcing this Policy.

### **LAPASAR SDN BHD**

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**THINESH KUMAR A/L N'ASOGAN**  
**CHIEF EXECUTIVE OFFICER**

**29 August 2022**