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1. ABBREVIATIONS AND DEFINITIONS

Avisena	Avisena Holdings and its wholly owned subsidiaries and other subsidiaries
BOD	Board of Directors of Avisena
Bribery	<p>Bribery is defined as any action which would be considered as an offence of giving or receiving ‘gratification’ under MACCA. In practice, this means offering, giving, receiving or soliciting something of value in an attempt to illicitly influence the decisions or actions of a person a position of trust within an organisation.</p> <p>Bribery may be ‘outbound’, where someone acting on behalf of Avisena attempts to influence the actions of someone external, such as a Government official or client decision-maker.</p> <p>It may also be ‘inbound’, where an external party is attempting to influence someone within Avisena such as a decision-maker or someone with access to confidential information. Bribery and corruption are closely related. However, corruption has a wider remit. See ‘Corruption’ definition above.</p>
Business Associate	An external party with whom the organisation has, or plans to establish, some form of business relationship. This primarily include Counterparties and Business Partners i.e. clients, customers, joint ventures, joint venture partners, consortium partners, outsourcing providers, contractors, consultants, subcontractors, suppliers, vendors, advisers, agents, distributors, representatives, intermediaries and investors (ISO 37001 definition).
Conflict of interest	When a person’s own interests either influence, have the potential to influence, or are perceived to influence their decision making of the Avisena
Corporate Gift	Something given from one organisation to another, with the appointed representatives of each organisation giving and accepting the gift. Corporate gifts may also be promotional items given out equally to the general public at events, trade shows and exhibitions as a part of building the company’s brand. The gifts are given transparently and openly, with the implicit or explicit approval of all parties involved. Corporate gifts normally bear the company name and logo and are of nominal value. Examples of corporate gifts include items such as diaries, table calendars, pens, notepads, plaques, and festive gifts such as hampers, oranges and dates.
Corruption	The Transparency International definition of corruption is ‘the abuse of entrusted power for personal gain.’ For the purpose of this policy, corruption, is defined primarily as any action which would be considered as an offence of giving or receiving ‘gratification’ under the Malaysian Anti-Corruption Commission Act 2009 (MACCA) (‘Bribery’ as defined below). In addition, corruption may also include acts of extortion, collusion, breach of trust, abuse of power, trading under influence, embezzlement, fraud or money laundering.

Directors	Directors include all independent and non-independent directors, executive and non-executive directors of the Avisena and shall also include alternate or substitute directors.
Donations and Sponsorship	Charitable contributions and sponsorship payment made to support the community.
Employees	All individuals directly employed or contracted to work in or with Avisena on an employment basis, including permanent and temporary employees, trainees, seconded staff, casual workers, volunteers, interns.
Exposed Position	A position identified as vulnerable to bribery through a risk assessment. Such positions may include but is not limited to any role involving procurement or contract management; financial approvals; human resource; relations with government officials or government departments; sales; positions where negotiation with an external party is required; or other positions which Avisena has identified as vulnerable to bribery.
Facilitation payment	A payment or other provision made personally to an individual in control of a process or decision. It is given to secure or expedite a routine or administrative duty or function.
Gift	Comprises of cash money, free fares, shares, lottery tickets, traveling facilities, entertainment expenses, services, club membership, any form of commission, hampers, jewellery, decorative items and any item of high value.
Gratification	<p>Gratification as per Section 3, MACC Act 2009 (amendment 2018) is defined as:</p> <ol style="list-style-type: none"> a. Money, donation, gifts, loan fee, reward, valuable security, property or interest in the property (being the property of any description whether moveable or immoveable), financial benefit or any other similar advantage; b. Any office, dignity, employment, contract of employment or services and agreement, 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 services or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of 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 <p>Any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraph (a) to (f).</p>
MACC	Malaysian Anti-Corruption Commission

MACC Act	Malaysian Anti-Corruption Commission Act 2009, the Malaysian Anti-Corruption Commission (Amendment) Act 2018 and its subsidiary legislations, regulations and orders
Personal Gift	Something given from one individual to another, with the intention of creating or enhancing a personal relationship. The gifts are given in a private setting, without the knowledge or approval of the company management of one or both parties. Personal gifts may include cash, cash equivalents such as credit cards, bitcoin or savings accounts, electronic items, watches, luxury pens, property, vehicles, free fares, shares, interest free loans, lottery tickets, travel facilities, entertainment, services, club memberships, any forms of discount or commission, jewellery, decorations, souvenirs, vouchers or any other valuable items.
Policy	This Policy for Anti-Corruption
Third Party Representatives	All persons who perform services for or on behalf of Avisena, including consultants, contractors, suppliers, vendors, agents, clients, and customers.

2. INTRODUCTION

This Policy has been developed to align with the requirements set out in the MACC Act and the Malaysian Penal Code (Act 574) and their respective amendments. Having a clear and unambiguous policy statement on the Avisena's position regarding bribery and corruption forms the cornerstone of an effective integrity management system. This Policy should thus be read in conjunction with the Avisena's various policies, procedures and guidelines.

This Policy complements and should be read in conjunction with Whistleblowing Policy which can be obtained from the Employee Self-Service portal or at www.avisena.com.my.

If any person has any doubt about the scope of applicable law or group policies concerning the fight against bribery and corruption, the person should contact the Legal & Secretarial Department or the Internal Audit and Risk Management Department immediately.

“ALWAYS ASK WHENEVER IN DOUBT”

Engaging in bribery or corrupt practices can have severe consequences for you and Avisena. You may face dismissal, fines, imprisonment and Avisena may face damage reputation, financial loss and disbarment from business and other negative consequences.

3. OBJECTIVE

The principal objectives of this Policy are:

- (a) To foster the growth of a business environment that is free from corruption;
- (b) To set out the responsibilities of all in observing and upholding Avisena's **“zero tolerance”** position on corruption;
- (c) To provide information and guidance to all on standard of behaviour to which they need



adhere to and have to recognize as well as deal with bribes and corruption;

- (d) To ensure that Avisena has adequate procedures in place to prevent and detect bribery and corruption;
- (e) To protect Avisena against the possible penalties and repercussions resulting from acts of bribery and corruption.

4. SCOPE & APPLICABILITY

This Policy applies to all individuals working in or with Avisena, including:

- (a) all Directors, shareholders;
- (b) all Employees; and
- (c) all Third Party Representatives.

5. POLICY

5.1 Policy Statement

Avisena is committed to the prevention, deterrence and detection of fraud, bribery and all other corrupt business practices. It is Avisena's policy to conduct all of its business activities professionally with honesty, integrity and at the highest possible ethical standards and vigorously enforce its business practices, wherever it operates or not engaging in corruption. Compliance to this Policy is mandatory and will be monitored with a principle-based approach.

5.2 General Requirements to Prevent Corruption and Bribery

5.2.1 Gifts, Hospitality and Donation and Sponsorship

- (a) Avisena prohibits both the giving and receiving of Gift, Hospitality, Donation & Sponsorship (GHDS) to influence business decision. Avisena adopts a **No Gift policy** subject to only narrow exceptions.
- (b) Avisena shareholders, Directors, Employees, and Third Party Representatives and their family members are prohibited from directly or indirectly receiving or providing gift as guided by the Gift, Hospitality, Donation & Sponsorship (GHDS) Procedure. Avisena requires them to abide by the procedure to avoid conflict of interest or the appearance of conflict of interest for either party in on-going or potential business dealings between Avisena and external parties as gifts can be seen as bribe and may tarnish Avisena's reputation or be in violation of anti-corruption laws. All relevant persons should refer and familiarize themselves with the GHDS Procedures.
- (c) Where possible, shareholders, Directors, Employees, and Third Party Representatives should avoid from offering and/or accepting GHDS to/ from government officials and third parties. If a gift is deemed appropriate, a Corporate Gift for a specific purpose is encouraged as opposed to a Personal Gift.



- (d) All offers and acceptance of GHDS involving government officials and third parties must be approved by the relevant decision-makers/authorize personnel. The GHDS must also be declared in the register and available for audit purposes.

5.2.2 Facilitation Payments to Officer of Public Body

- (a) Avisena adopts a strict stance that **disallows facilitation payments; prohibits making and accepting, facilitation payments or kickbacks of any kind**. The reason underlying this prohibition is that facilitation payment is seen as a form of bribery or corruption.
- (b) Employees are expected to notify their immediate superior when encountered with any requests for a facilitation payment. In addition, if a payment has been made and employees are unsure of the nature, their immediate superior must be immediately notified and consulted. They must also ensure that the payment has been recorded transparently.
- (c) Any request for facilitation for a facilitation payment must be rejected and reported in accordance with the Whistleblowing Policy.
- (d) Avisena equally uphold the safety of all Employees as a priority. In the event that an Employee's safety is at stake, Group Chief Executive Officer/authorized personnel approvals must be obtained.

5.2.3 Political Contribution

Avisena does not make or offer monetary or in-kind contribution or benefits to political parties, political party officials or candidates for political office. A 'public or government official' includes, without limitation, candidates for public office, officials of any political party, and officials of state-owned enterprises other than Avisena. Shareholders, Directors, Employees, and Third Party Representatives are prohibited from;

- (a) Patronizing and paying for non-business travel and hospitality for any government official of his/her family/household members;
- (b) Contributing in terms of financial or in-kind to political parties, politicians and related institution in any country;
- (c) Paying or use of the corporate asset, directly or indirectly to any person, business, political organization or public official;
- (d) Contributing on behalf of Avisena, using any of Avisena resources to assist a candidate or elected official in any campaign or coerce or direct another employee to vote a certain way; and
- (e) Attempting to offer any incentives to public officials in the hopes of influencing the decision of that individual.

5.2.4 Charitable Contribution

As part our commitment to corporate social responsibility and sustainable development, as a general matter, Avisena provides such assistance in appropriate circumstances and in appropriate manner. However, such request must be carefully examined legitimacy and not be made to improperly influence a business outcome. Employees must ensure that all sponsorships and donations are not subterfuge for bribery. All sponsorship and donations must comply with the Gift, Hospitality, Donation & Sponsorship Procedures.

5.2.5 Money Laundering

Money laundering occurs when the criminal origin or nature of money or assets is hidden in legitimate business dealing or when legitimate funds are used to support criminal activities, including financial terrorism. Avisena strongly objects to practices related to money laundering, including dealing in the proceeds of criminal activities.

5.2.6 Conflict of Interest

Business decisions and actions must not be motivated by personal interest, considerations or relationships. Relationship with prospective or existing business partners, customers, competitor or regulator must not affect the status of independence and sound judgement of Avisena's management. Shareholders, Directors, Employees, and Third Party Representatives should not take advantage of their positions or information obtained in the course of their relationship with Avisena. They are expected to exercise basic common sense in avoiding any conflict of interest and to act in a manner consistent with this Policy.

Employees must not accept employment in, or undertake work for, any other company, firm or organization, unless in exceptional cases and only with written permission from Avisena's management. Any outside activity must be strictly separated from the employment of Avisena and should not harm the employee's job performance.

5.3 **Responsibilities of Parties**

5.3.1 Directors and Employees

- (a) Every Director and Employee shall comply with this Policy and any other policies or procedures as prescribed from time to time in the course of their daily work and business conduct. Engaging in bribery or corrupt practices can have severe consequences for employees and for Avisena. Directors and Employees shall face termination/dismissal, civil and legal suit, fines, imprisonment and Avisena may face damage to reputation, financial loss and disbarment from business and other negative consequences.
- (b) All Directors and Employees are encouraged to raise their concerns about any bribery issue or suspicion of malpractice at the earliest possible stage. If Directors and Employees wilfully ignore or turns a blind eye to any evidence of corruption,

appropriate action will also be instituted against them.

- (c) All Directors and Employees are required to declare of understanding this Policy via the Anti-Corruption Declaration in **Appendix A** either prior to or immediately after the commencement of their employment or appointment with Avisena. Each Director, Senior Management personnel and Employees in Exposed Positions may be required to make the Anti-Corruption Declaration on an annual basis.
- (d) All Directors and Employees are required to declare all actual or potential conflict of interest on an ongoing basis and immediately when they become aware of such actual or potential conflict, via the Conflict of Interest Declaration Form in **Appendix C**.

5.3.2 Third Parties

- (a) All Avisena's dealings with third parties must be carried out in compliance with all relevant laws and consistent with this Policy. Third party means any individual or organization which the employees comes into contact during the course of their work for or with the company and it include but not limited to existing and potential customers, suppliers, vendors, consultants, advisers, agents, brokers and distributors.
- (b) Avisena expects all third parties and Third Party Representatives to implement and share Avisena's values and ethical standards as their actions can implicate Avisena legally and tarnish Avisena's reputation. Thus, in situation where Avisena engages third parties, Avisena may conduct appropriate due diligence on these third parties to assess their integrity and ability to comply with this Policy and related obligations which the third parties agreed in contractual agreements with Avisena.
- (c) All third parties must be made aware of this Policy, the Whistleblowing Policy and our expectations of them. Prior to the engagement or commencement of any business or professional relationship, all third parties must complete and sign a Declaration Form in **Appendix B**.
- (d) Ongoing relationships are subject to periodic re-assessments to ensure standards have been maintained, including responding to any changes in the conduct, reputation or risks related to the particular third party.
- (e) Avisena will terminate any pending negotiations, tender, purchase order or contract with any Third Party or Third Party Representative that is suspected and/or does not comply with the standards set forth in this Policy. Avisena will not be accountable or liable for any crime, actions or omission arising or due to the terminated transaction.

5.4 Compliance to the Law

- (a) Avisena regards bribery and corruption as a serious matter. Non-compliance may lead to disciplinary action, up to and including termination of employment. Further legal action may also be taken in the event that Avisena's interests have been harmed as a result of non-compliance.
- (b) Avisena shall notify the relevant regulatory authority if any identified bribery or corruption incidents have been proven beyond reasonable doubt.
- (c) Where notification to the relevant regulatory authorities have been done, Avisena shall provide full co-operation to the said regulatory authorities, including further action that such regulatory authority may decide to take against convicted employees.
- (d) Risk Management Department shall conduct regular validation to ensure compliance to this Policy. Non-compliance identified by the validation or identified through other risk assessments undertaken shall be reported to the Board Audit & Risk Committee.

5.5 Record Keeping

- (a) Employees must ensure all expenses claims related to hospitality, gifts or expenses incurred to third parties are submitted in accordance with Finance Policies & Procedures and specifically record the reason for the expenditure.
- (b) All account and invoices, memorandum, other documents and records relating to dealings with third parties should be maintained with strict accuracy and completeness. No account will be kept "off-book" to facilitate or conceal improper payments and effective monitoring and auditing mechanisms must be established accordingly
- (c) Employees must follow all the procedures laid out in other policies (available in Avisena intranet Portal) which help in anti-corruption due diligence on suppliers, potential joint venture parties, clients and any other third and external parties.

5.6 Training on Anti-Corruption Awareness

- (a) Avisena conducts awareness programmes for all Employees to refresh awareness of Anti-Corruption measures, and to continuously promulgate integrity and ethics. In addition, Avisena provides anti-bribery and anti-corruption training to:
 - i. New recruits;
 - ii. Employees promoted / transferred to Exposed Positions; and
 - iii. Third parties i.e. vendors/specialist etc.
- (b) Risk Management Department may at any time recommend that certain trainings be repeated to any Employee in any operating unit / subsidiaries if deemed necessary based on circumstantial requirements.
- (c) Avisena Academy/Training department shall maintain all records of trainings (via Avisena Academy Portal) in collaboration with Risk Management Department.

5.7 Reporting of Violation of this Policy

All persons who come across any of the red flags of actual or suspected violation of this Policy in the course of activities relating to their employment at Avisena, are required to report their concerns using the reporting channels stated in the Whistleblowing Policy. Reports made in good faith shall be addressed promptly and without incurring fear of reprisal regardless of the outcome of any investigation.

6. OWNERSHIP OF POLICY

- (a) Risk Management Department shall be responsible for the development, updates and review of this policy.
- (b) Risk Management Department also shall be responsible on the operationalization of this policy through standard operating procedures (SOPs), templates, assessment methodology and internal guidelines that it may be issued from time to time.

7. REVIEW

This Policy will be reviewed in three (3) years unless an earlier review is required. Amendments or modification to this policy shall be approved by the Board of Directors.

8. REFERENCES

Malaysian Anti-Corruption Commission Act 2009

MACC Act Section 17A Adequate Procedures Best Practice Handbook issued by National Centre for Governance, Integrity and Anti-Corruption.

9. APPENDICES

Appendix A – ANTI-CORRUPTION DECLARATION BY DIRECTORS/EMPLOYEES

Appendix B – ANTI-CORRUPTION DECLARATION BY THIRD PARTY

Appendix C – CONFLICT OF INTEREST DECLARATION FORM

APPENDIX A – ANTI-CORRUPTION DECLARATION BY DIRECTORS/EMPLOYEES



Anti-Corruption Declaration by Directors / Employees

I, _____ (NRIC No./Passport No. _____), hereby sincerely declare that:

- (a) I have read and understood Avisena's Anti-Corruption Policy ("**Policy**") and that **I will abide by the requirements and provisions set out in the Policy**;
- (b) I do not have any competing professional or personal financial or pecuniary interest, direct or indirect, that could have a real or perceived effect on my ability to fulfil my responsibilities in Avisena to the best of my abilities;
- (c) I shall not engage in any activity that may create or appear to create a conflict of interest and I shall inform Avisena without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- (d) I shall not directly or indirectly solicit, receive, obtain or agree to receive or obtain for myself or for any other person any money, goods or service(s) or any gratification as defined under the Malaysian Anti-Corruption Commission Act 2009 (Act 694) as a consideration or reward for the decision, opinion, recommendation, vote or other favours in discharging my duties in Avisena;
- (e) I shall not collude with any bidder(s) and/or Vendor(s)/ Service Providers / Suppliers / Consultants or any other individual(s), in any type of practices including but not limited to 'bid rigging' and corruptly procuring withdrawal of tender that may affect transparency and fairness during any procurement process or activities;
- (f) I have not granted, sought, attempted to obtain, or accepted and shall not grant, seek, attempt to obtain or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to my position in Avisena;
- (g) I shall keep confidential all proprietary information and documentations of Avisena in the strictest of confidence and hereby covenant to take all reasonable measures to protect the secrecy of and avoid disclosure or use of such proprietary information and/or documents to any unauthorised party;
- (h) The information I have provided is true and correct; and
- (i) I understand that if I have any questions about the training, materials presented or information not addressed in the training, or if I encounter any problems, it is my responsibility to seek clarification from the designated Risk Management Unit (Internal Audit & Risk Management Department).

I agree that this declaration obligation shall remain in full force and effect during my service with Avisena. I duly understand that the failure to comply or breach of any terms of the declaration stated above may result in criminal and/or civil proceedings and/or disciplinary action taken against me up to and including termination or dismissal.

Signed by:

Name:
Designation:
Department:
Company:
Date:

APPENDIX B – ANTI-CORRUPTION DECLARATION BY THIRD PARTY



Anti-Corruption Declaration by Third Party(ies)

I, _____ (NRIC No. _____), the Managing Director/Chief Executive Officer / authorised offer of _____ (Company No. _____) ("**Company**"), hereby declare that the Company and all individual(s) representing the Company (including employees, agents and/or subcontractors and representatives who are engaged by us in any Avisena Healthcare Sdn Bhd or its related companies ("**Avisena**")'s procurement activities):

- (1) Have read and understood Avisena's Anti-Corruption Policy, Whistleblowing Policy and such other applicable policies (collectively the "**Policies**") and we will comply with such Policies and all other applicable laws and regulations relating thereto;
- (2) Have not and shall not offer, give or receive any bribes to/from any director, employee, agent, contractor, subcontractor and/or representative of Avisena or any other individual(s) having interest in Avisena's procurement activities as gratification as defined under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] for being selected as Avisena's registered supplier/vendor/agent or any procurement award in the future;
- (3) In the event where any individual(s)/ employee(s) from Avisena solicits or attempt to solicit any bribe from me or any individual(s) representing this Company, in the form of money, goods or service(s) or any form of gratification as defined under the Malaysian Anti-Corruption Commission Act 2009 [Act 694], in order to select my Company during the aforementioned tender/quotation submission process, I shall immediately report such matters to Avisena's Management or any other relevant authority(ies);
- (4) Have not been convicted nor are we subject to any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach and will report any actual or suspected breach as soon as reasonably practicable and to the extent permitted by the law; and
- (5) Shall promptly inform Avisena of any breach and / or alleged / suspected breach of the Policies and cooperate with Avisena in any investigation of such breach;

We acknowledge that the provisions set out in this declaration shall form part of the terms and conditions of our appointment and / or contract of service. We further acknowledge and agree that Avisena has the right to suspend or terminate the contract / agreement / job and disqualify us from tendering for future contracts / jobs if we were found to have breached the Policies or any other terms and conditions implemented by Avisena pursuant to the contract / agreement / job.

We hereby certify:

- There is no actual or potential conflict of interest involving with Avisena or its affiliated organization's official or employee or an immediate family member or,
- There is an actual/potential conflict of interest with Avisena or its affiliated organization's official or employee or an immediate family member. Please specify the individual name:
_____.

I certify that the information provided is true and correct by my signature below:

Signature: _____

Name: _____

Company's Name & Stamp: _____

Date: _____

APPENDIX C – CONFLICT OF INTEREST DECLARATION



**Conflict of Interest Declaration Form
(For Internal Use Only)**

I hereby declare an actual / potential Conflict of Interest as follows:

- | | |
|---|--|
| <input type="checkbox"/> Financial Interest:
Dealing with Suppliers, Customers,
Agents and/or Competitors | <input type="checkbox"/> Personal Interest: Family Members and/or
Close Personal Relationship |
| <input type="checkbox"/> Personal Dealings with Suppliers,
Customers, Agents and/or Competitors | <input type="checkbox"/> Others. Please specify: |
| <input type="checkbox"/> Business Interest: Outside Employment
and Activities Outside of Avisena | |

Please state details:

I hereby declare that the information provided herein is true and correct.

Signature:

Name:

Staff ID:

Designation:

Department:

Date:

APPENDIX C – CONFLICT OF INTEREST DECLARATION



**Conflict of Interest Declaration Form
(For Internal Use Only)**

PARTY CONSULTED (IMMEDIATE SUPERIOR / IARM)

I have reviewed the conflict of interest disclosure and propose the following action plan to resolve / manage this matter:

Signature:

Name:

Staff ID:

Designation:

Department:

Date:

APPROVAL* (Head of Department/Division Head, CEO)

I have reviewed the conflict of interest disclosure and agree to implement the proposed plan to resolve this matter

Signature:

Name:

Staff ID:

Designation:

Department:

Date: