



ADVANCE SYNERGY BERHAD

Company No.: 192001000024 (1225-D)

Group Whistleblowing Policy & Procedures



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1.0 PURPOSE

- 1.1 **ADVANCE SYNERGY BERHAD GROUP** [Company No. **192001000024 (1225-D)**] (hereinafter referred to as the “**Group**”) is committed to its business activities with honesty, integrity, law-abiding and the highest ethical standards in all business dealings with its business associates, partners, employees, governments, customers and suppliers/vendors. The Group is committed to a high standard of compliance, fair and impartial practices at all levels and departments of the Group.
- 1.2 This Whistleblowing Policy and Procedures (hereinafter referred to as the “**P&P**”) serves as a guideline to encourage and allow employees, shareholders and stakeholders to raise legitimate complaints and/or concerns in relation to criminal activity, breach of a legal obligation including but not limited to negligence, breach of contract and contravention of Malaysian Anti-Corruption Commission Act 2009 (amended in 2018), Malaysian Code on Corporate Governance, Bursa’s Listing Requirement and Companies Act 2016 (Act 777) and to be objectively investigated and addressed within the Group.

2.0 DEFINITIONS AND INTERPRETATION

In this P&P, the following terms have the following definitions:

“Audit Committee”	means the Audit Committee of the Board of Directors of Advance Synergy Berhad;
“Board”	means the Board of Directors of Advance Synergy Berhad;
“Employees”	means executive officers, members of management, regular employees and contracted employees (permanent, contract, part time or casual) having employment relationships with the Group, as well as temporary staff working under the control and supervision of the Group;
“Group”	means Advance Synergy Berhad and its subsidiary companies;
“MACCA”	means Malaysian Anti-Corruption Commission Act 2009 (Act 694) and Malaysian Anti-Corruption Commission (Amendment) Act 2018 (Act A1567);
“Shareholders”	means a natural person who holds shareholding of the Group;
“Stakeholders”	means natural person third party, suppliers, vendors, contractors, agents, advisers, consultants, distributors, customers, investors and such other business partner which has direct or indirect business dealings with the Group;
“Whistleblowers”	means any natural person who makes a disclosure of improper conduct/wrongdoing to the Whistleblowing Committee;
“Whistleblowing”	is the act of disclosing misconduct or wrongdoing;



“Whistleblowing Committee”	shall have the meaning described in Section 5.3. Please refer to the Group Anti-Bribery and Anti-Corruption Framework for more details on the Whistleblowing Committee;
“Whistleblowing Investigation Team”	shall have the meaning described in Section 6.1;
“Personnel”	means all board of directors (including non-executive directors), and all individuals directly contracted to the Group on an employment and a non-employment basis;
“P&P”	means this whistleblowing policy and procedures, including any subsequent revisions and supplemental guidelines;
“WPA 2010”	Whistleblower Protection Act 2010 (Act 711).

Interpretation

In the interpretation of this P&P, unless the context requires otherwise, the following shall apply:

- (a) Gender - words of one gender include the other gender, and words denoting natural persons include corporations and firms and all such words are to be construed interchangeably in that manner;
- (b) Reference to legislation - a reference to any Acts is deemed to include references to any subsequent amendments, consolidation or replacement of the Acts;
- (c) Singular and Plural -words importing the singular also include the plural and vice versa where the context requires;
- (d) Where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- (e) Capitalised terms used herein and not otherwise defined herein shall have the meanings assigned to them in this P&P, unless the context shall otherwise require; and
- (f) Any schedules, appendices executed as supplemental to this Agreement, issued by the Group from time to time shall through incorporation by reference, form and be construed as part of this P&P.

3.0 LAWS AND POLICIES

3.1 Malaysian Anti-Corruption Commission Act 2009 (amended in 2018)

The MACCA was enacted for the establishment of the Malaysian Anti-Corruption Commission, to make further and better provisions for the prevention of corruption and for matters necessary thereto and connected therewith.

3.2 Whistleblower Protection Act 2010

The WPA 2010 was passed by Parliament in June 2010 and was brought into force on 15 December 2010 to promote disclosure of information about any corruption or other misconduct. The identity of Whistleblower and the information provided are kept confidential from any party. Whistleblowers are also given immunity from any civil, criminal or disciplinary action due to the revealing of the act of corruption.



3.3 The Group Policies

The P&P should be read in conjunction with the following policies:

- a. The Group's Anti-Bribery and Anti-Corruption Framework;
- b. The Group's Anti-Bribery and Anti-Corruption Policy;
- c. The Group's Personal Data Protection and Privacy Policy; and
- d. Staff/Employee Handbook.

4.0 SCOPE

4.1 The P&P applies to all Employees, Shareholders and Stakeholders acting in good faith to raise concerns and are encouraged to report and/or disclose actual or potential wrongdoing or misconduct within the Group.

4.2 These wrongdoings or misconduct include but are not limited to:

- a. incidents of fraud, theft, embezzlement and/or misuse of company information and/or assets and/or resources;
- b. taking or giving favours, solicitation and/or giving or accepting of bribes;
- c. conduct which violates any law and regulatory obligation;
- d. acts that adversely affect the interests or values of Shareholders and Stakeholders;
- e. unauthorised disclosure or sale of the Group information;
- f. falsification of reports or documents;
- g. improper or undesirable personal behaviour or misdeeds which seriously impact the Group's business or reputation;
- h. a situation which poses a danger to health, safety or any individual or significant danger to the environment;
- i. sexual or other forms of harassment in the workplace; and
- j. attempts to cover any of the aforementioned and/or **Appendix 1** hereto.
(Kindly refer to the list of complaints/concerns as set out in Appendix 1 hereto).

5.0 REPORTING PROCEDURES

5.1 Who can disclose?

The Whistleblowers can make a report of their concern/complaint at the earliest opportunity so that corrective action can be taken as soon as possible.

5.2 What to disclose?

The Whistleblowers can make a report if it relates to any wrongdoing/misconduct as stated in Section 4.2 herein and **Appendix 1** hereto and/or any wrongdoing/misconduct deemed to be detrimental to the Group.

This P&P excludes grievances, disclosure or concerns or complaints concerning:

- a. matters which are trivial or frivolous or malicious in nature;
- b. matters which are motivated by personal agenda or ill-will; and
- c. matters pending or determined by the Group's disciplinary action and/or any tribunal/court/arbitration or other similar proceedings.



5.3 Whom does the Whistleblower report to?

The monitoring and execution of this P&P will be placed under the supervision of the Whistleblowing Committee comprising the following:

- a. Members of the Risk Management Committee and/or Audit Committee; and
- b. Managing Director of the Group.

Where any member of the Whistleblowing Committee is the subject of the investigation, the member will be secluded from attending any meeting of the Whistleblowing Committee.

5.4 How to make a report/disclosure?

- a. The Whistleblowers have the option to make whistleblowing reports in strict confidence through any of the following channels:

Methods	Contact Details
Letter/Form	Advance Synergy Berhad The form which is set out in Appendix 2 hereto. (Attn: Whistleblowing Committee) Legal and Compliance Unit
Electronic Email	compliance@asb.com.my (Group Compliance Officer)

- b. The Whistleblowers should disclose their contact information and the information of the concern/complaint as set out in **Appendix 2** hereto. This will enable the Whistleblowing Committee to accord the person making the whistleblowing report necessary protection under this P&P and also obtain more details pertaining to the whistleblowing report.
- c. Any anonymous report will not be entertained. Any Whistleblower who wishes to report wrongdoing/misconduct is required to disclose his/her identity to the Group in order for the Group to accord the necessary protection to him/her. Nonetheless, the Group reserves its right to investigate the anonymous report.
- d. The Whistleblowers must have first-hand knowledge or information of the facts, i.e. information obtained from the third party or ‘hearsay’ will not be entertained. However, the Whistleblowers should not be discouraged from making a report because they are unsure whether there is sufficient evidence to support their allegations.

6.0 INVESTIGATION AND SUBSEQUENT ACTION

- 6.1 Upon receipt of the whistleblowing form, the Whistleblowing Committee will screen and assess the report and will as soon as practicable establish a **Whistleblowing Investigation Team** comprising appropriate and suitably qualified personnel to investigate the concerns disclosed in the whistleblowing report in a fair and objective manner and at its discretion.



- 6.2 The investigation by itself would not tantamount to an accusation and is to be treated as a neutral fact-finding process. If the Whistleblowing Investigation Team finds that the alleged wrongdoing or misconduct is true, the Group will take appropriate actions including disciplinary action, termination of contract and establishing new controls to prevent recurrence of the wrongdoing or misconduct in the Group.
- 6.3 A member of the Whistleblowing Committee or an officer appointed by the Whistleblowing Committee will within fourteen (14) working days, contact the Whistleblower to acknowledge that the report has been received. Subject to legal/confidentiality constraints, the issue raised will be communicated to the alleged wrongdoer as well and an opportunity is given to hear his/her defence.
- 6.4 Subject to the severity of the misconduct and/or wrongdoing, the initial investigation process may be completed immediately if the misconduct and/or wrongdoing is capable of causing irreparable damage to the Group. Similarly, additional time may be required, where necessary.
- 6.5 The Whistleblowing Committee will keep a record of all steps taken in response to each whistleblowing report received as well as how the concerns/complaints raised were resolved. Upon conclusion of the investigation, the Whistleblowing Committee will report their findings to the Audit Committee and the Board.
- 6.6 If the Audit Committee and the Board are satisfied with the outcome of the investigation, it will communicate to management to proceed with action based on established policy and procedures for the necessary disciplinary action to be taken immediately. Instituting the disciplinary action will be the responsibility of the Group Human Resources Department. If the misconduct involves a breach of statutory provisions, the official report should be made to the relevant regulatory authorities.
- 6.7 The Management must also take into account recommendations contained in the investigation report to prevent the conduct from continuing or occurring in the future. The disciplinary/corrective actions to be taken may also be directed to remedy any harm or loss arising from the conduct. *Kindly refer to the Whistleblowing Process Flow as set out in Appendix 3 hereto.*

7.0 CONFIDENTIALITY

- 7.1 The identities of the Whistleblower and the alleged wrongdoer and the whistleblowing report will be treated as confidential to the extent reasonably practicable so long as it does not impede or frustrate the investigation. However, in some circumstances, it may be obvious who has raised the concern and file the report, or the investigation process may lead to the point where a statement is required or the individual is called to provide evidence. In situations where finding the truth is hindered by maintaining confidentiality, the Group does not guarantee complete confidentiality to the Whistleblower and the alleged wrongdoer.
- 7.2 In the event of being unable to maintain the anonymity of the Employee, additional measures will be considered within the rights of the Employee, such as leave of absence, temporary relocation and so forth.



8.0 PROTECTION OF WHISTLEBLOWER

8.1 Protection to the Whistleblower will be accorded by the Group only when the Whistleblower satisfies all the following conditions:

- a. The disclosure/report is done in good faith, and is not petty or frivolous or vexatious or is not made with malicious intent or ulterior motive;
- b. The Whistleblower has disclosed his/her identity and contact information;
- c. The Whistleblower has not communicated the disclosure to any other party not related to the disclosure; and
- d. The disclosure made is not for personal gain or interest.

Upon making the disclosure, the Whistleblower's identity will be protected, i.e. kept confidential unless otherwise required by law or for purposes of any proceedings by or against the Group.

8.2 Employees shall be protected from Detrimental Action within the Group as a direct consequence of such Whistleblowing report.

Definition of "Detrimental Action" under the WPA 2010 means:

- a. action causing injury, loss or damage;
- b. intimidation or harassment;
- c. interference with the lawful employment or livelihood of any person, including discrimination, discharge, demotion, suspension, disadvantage, termination or adverse treatment in relation to a person's employment, career, profession, trade or business or the taking of disciplinary action; and
- d. a threat to take any of the actions referred to in paragraphs (a) to (c).

8.3 The Group will not discharge, discipline, demote, suspend, threaten, or in any manner discriminate Employees who submit in good faith a whistleblowing report or provides assistance to the Whistleblowing Committee, Audit Committee or any other person investigating such report.

8.4 Shareholders or Stakeholders who become a Whistleblower will also be protected by the Group as to his / her identity subject to the conditions fulfilled in Clause 8.1 above.

8.5 Notwithstanding the foregoing, the Whistleblower should exercise due care to ensure that the information in their whistleblowing report is complete, accurate and truthful. This protection may be revoked if the Whistleblower misuse or abuse this P&P by making false, frivolous, malicious or vexatious allegations and the Whistleblower shall be subject to disciplinary/corrective actions determined by the Whistleblowing Committee which may include formal warning or reprimand, demotion, suspension or termination or other forms of actions deemed appropriate.



9.0 REVIEW OF THIS P&P

- 9.1 The Group undertakes to review this P&P from time to time and will take into consideration any feedback from the Employees, Shareholders and Stakeholders to improve it further.
- 9.2 The Board or the Legal and Compliance Unit can modify/update/amend this P&P unilaterally at any time without notice. Modification/amendment may be necessary, among other reasons, to maintain compliance with laws and regulation and/or accommodate organisational changes within the Group.
- 9.3 This P&P was approved by the Board of Directors of Advance Synergy Berhad on 28 April, 2020.



APPENDIX 1

List of Complaints/Concerns under this P&P

The list of complaints / concerns includes, but is not limited to:

1. Corruption or bribery;
2. Breaching of legal obligations;
3. Any dishonest or fraudulent act;
4. Criminal breach of trust;
5. Negligence in carrying out work obligations;
6. Any act of conflict of interest with Stakeholders;
7. Forgery or alteration of any document or account belonging to the Group;
8. Forgery or alteration of a cheque, bank draft or any other financial document;
9. Misappropriation or theft of funds, supplies or other assets;
10. Providing or accepting gifts of material value to/from Stakeholders or other persons doing or attempting to do business with the Group that are intended to influence a business decision or selection process;
11. Destruction, removal or inappropriate use of the Group's records, information, assets and resources;
12. Falsifying payroll records or overtime claims;
13. Falsifying medical claims and medical certificates;
14. Falsifying outstation/travel/meal/accommodation allowances, entertainment expenses and/or utilising company funds to pay for personal expenses;
15. Fictitious reporting or receipts, delivery orders, etc from suppliers or shipment to customers;
16. Misappropriation of Group-owned computer hardware, software, data, etc;
17. Acceptance of fictitious "Know Your Customer" (KYC) documents and/or quotations from Stakeholders in favouring for a particular entity;
18. Falsifying KYC documents and/or quotations in favouring for a particular Stakeholder;
19. Inventory or asset theft;
20. Gross mismanagement within the Group (including serious potential breach to the interest of society and environment);
21. Breach of code of ethics of the Group, including sexual, physical or other abuse of human rights;
22. Act and omission which jeopardises the health and safety of the company's employees or the public; and
23. Any other detrimental wrongdoing which nature of the wrongdoing is subject to the absolute discretion of the Whistleblowing Committee.



APPENDIX 2

WHISTLEBLOWING FORM

NAME	
NRIC NO. EMPLOYEE NO.	
COMPANY	
DEPARTMENT	
CONTACT DETAILS Telephone : Handphone: Email:	
Name of alleged wrongdoer/employee committing wrongdoing / misconduct	
Department of alleged wrongdoer/employee	
Date of the incident Time of the incident (if any)	
Place of the incident	
Reason for concern	
Witness (if any)	
Additional remarks	
Declaration: I have read and understood the Whistleblowing Policy and Procedures. I affirm that all information submitted in this Form is true and accurate to the best of my knowledge and agree to extend my full cooperation to the Group in their investigation of my report/complaint. Name : Date:	



APPENDIX 3

WHISTLEBLOWING PROCESS FLOW

