



EXABYTES ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

Exabytes Capital Group Sdn. Bhd. and all its affiliates globally (together “Exabytes”, “we” or “us”) have zero tolerance on corruption and bribery. We are committed to fight bribery and corruption in every country we operate. The penalties for violating the laws would be heavy for Exabytes and employees employed by Exabytes and contractors engaged by Exabytes which includes fines and imprisonment, if convicted. Furthermore, a violation of the law will cause irreparable damage to Exabytes’ reputation and image that our team has been building for years.

I. Following and Not Violating the Policy

1. We expect all employee employed by Exabytes globally and all Exabytes’ contractor during his or her employment or its engagement with Exabytes to:
 - (a) follow and not violate the Policy.
 - (b) co-operate in any investigation on the Policy violation e.g. not to conceal or destroy relevant information and document.
2. Managers, team leaders and supervisors are the role models to team members in compliance of the Policy. They are in-charge of reminding team members about the importance of compliance with the Policy.
3. If you fail to follow the Policy, Exabytes may take disciplinary actions against you after investigation including (but not limited to) termination of your employment or engagement or referring the matter to the Malaysian Anti-Corruption Commission (MACC).
4. The principles in the Policy will apply to situations where an inducement or benefit is offered, promised or provided to gain favorable advantage. Any form of bribery is unacceptable and prohibited.

II. Prohibition against Bribery and Corruption

1. Exabytes, Exabytes employees and contractors are prohibited from, either directly or indirectly or through a third party, acting in the course of Exabytes business or as an Exabytes employee or contractor or on behalf of others (e.g. Exabytes, another Exabytes employee or contractor, Exabytes’ related companies, person who is connected to Exabytes or any other person) in relation to their performance of duties:
 - (a) offering, promising, giving or authorizing bribe or anything that can be viewed as bribe.
 - (b) requesting or accepting bribe or anything that can be viewed as bribe.
 - (c) performing job function improperly in anticipation or in consequence of a bribe.
2. A “bribe” may be in the form of financial and non-financial advantage or anything of value the purpose of which is to influence official acts or decisions or secure improper advantage, business or business advantage. For example, donation, service, money, promotion, employment, loan, discount, rebate, release, forbearance, promise or vote.

II. Conflict of Interest

1. You must avoid situations where personal interest may be in conflict with your obligations and duties in Exabytes.
2. Any potential conflict of interests must be disclosed to Exabytes and you must not be involved with the process or the decision on the transaction.
3. You must also disclose if any family member, who is directly or indirectly related to you, works in any of Exabytes entities.
4. Please refer to Exabytes Code of Conduct for more details.

III. Gifts & Benefits

1. Exabytes employees and contractors who are in charge of procurement, sales, marketing, human resource and those who deal with public or governmental officials must take particular note of this section.

2. Any Exabytes employees and contractors who intend to give or accept gifts or benefits on behalf of Exabytes must before doing so:
 - (a) obtain Exabytes management approval in accordance with Exabytes Limits of Authority.
 - (b) keep a record of the approval or rejection.
 - (c) provide details of gifts and benefits to Senior Office Manager for record keeping. Representatives of Exabytes board of directors may inspect and audit the register periodically.
3. Below is a summary of guidance relating to broad categories of gifts and benefits that may be relevant to Exabytes employees and contractors:

A. Facilitation Payment

We prohibit making facilitation payment in order to speed up routine or necessary action which is part of public or governmental official usual responsibilities (e.g. secure a permit or approval) for the benefit of Exabytes, another Exabytes employee or contractor, Exabytes' related companies, person who is connected to Exabytes or any other person unless you or their safety or security is at risk if you fail to do so. Please as soon as practicable report this and seek further direction from the Senior Officer Manager.

B. Gift, Entertainment and Corporate Hospitality

1. Exabytes, Exabytes employee and contractor may give or accept gift, entertainment and corporate hospitality to or from third party in the course of carrying out his or her day-to-day job in Exabytes in accordance with this Policy as long as:
 - i. there is no actual, perceived or potential conflict of interest.
 - ii. there is no pending business decision relating to Exabytes as the giver.
 - iii. there is no actual or perceived expectation of improper or unmerited favour or advantages from the recipient.
 - iv. the giving or acceptance must be open and transparent.
 - v. the business purpose of giving or acceptance of entertainment and corporate hospitality must be legal (e.g. to promote and market Exabytes, products and services sold by Exabytes or Exabytes business or customer education).
 - vi. the business purpose is indeed carried out on the actual day of the entertainment and corporate hospitality.
 - vii. the value must be reasonable and not excessive.
 - viii. the gift, entertainment or corporate hospitality is appropriate to the culture of a particular country or community.
 - ix. the giving and offering are not frequent.
 - x. in accordance with and not against applicable law (including but not limited to anti-corruption and anti-bribery law) and regulations, this Policy and third party's anti-bribery and corruption policy (where applicable).
 - xi. properly approved and recorded.
2. Exabytes employee or contractor, who is associated with the official duty of a public, governmental or statutory body official, must avoid offering, promising, giving or authorizing any entertainment, corporate hospitality or gift to the public, governmental or statutory body official.
3. For approved gift received, Exabytes employee or contractor may:
 - i. retain it if the gift is directed to you.
 - ii. donate the gift or sale proceed to charity.
 - iii. display it in a visible area of Exabytes office or on the department WhatsApp or Slack group.
 - iv. share consumable items with the rest of your team or department.
4. For gifts received that do not meet the requirements of the Policy, Exabytes employee or contractor's direct manager must:
 - i. politely reject and return the gift, entertainment and corporate hospitality, where possible.
 - ii. if the return is not possible, you must arrange for the destroy of the gift.

C. Sponsorship and Donations

1. Exabytes employee and contractor are not allowed to make contributions, whether in cash or otherwise, to any political party, politician or candidate for political office for Exabytes, another Exabytes employee or contractor, Exabytes' related companies, person who is connected to Exabytes or in its capacity as Exabytes employee or contractor.
2. Exabytes employee and contractor may provide contributions to legitimate and deserving non-profit charitable organisations for legitimate purpose in financial and non-financial ways for Exabytes, another Exabytes employee or contractor, Exabytes' related companies, person who is connected to Exabytes or in its capacity as Exabytes employee or contractor. You have to obtain a letter of acknowledgement or receipt from the organisations if you choose to do so.
3. Exabytes employee and contractor must not make donations to individuals or to anyone at the request of public official as an inducement or to get unfair advantage.

D. Support Letter

1. We may issue support letter to certain parties as part of its business operation. The letter will be issued by CEO of Exabytes and must be factual, true and accurate.
2. We will not consider support letter in making any business decision.

E. Discounts etc.

1. Discounts and provision of free products or services are not permitted in exchange for undue influence.

F. Hiring

1. We do not offer employment or internship to prospective employees or interns in return of past favour or in exchange of improper favour.

IV. Fee Payment to a Third Party

1. If an employee of a customer or potential customer request for payment of commission or a fee to a third party or appointment of a third party as Exabytes reseller/ affiliate if a contract is awarded to Exabytes, Exabytes employee and contractor must not agree to this unless proper approval has been obtained.
2. Exabytes employee and contractor must not:
 - (a) make payment to a third party to obtain information that allows Exabytes to have competitive advantage over competitor in any tender or bidding process.
 - (b) falsifying claim to cover expenses for a customer.

V. Receiving Fee from a Third Party

1. If a third party wants to pay a fee to Exabytes employee and contractor for introducing a business to that third party in the course of your duty or engagement with Exabytes, whether he or she is a supplier or business partner/ reseller/ affiliate, you must not agree to receiving the same unless proper approval has been obtained.

VI. Third Party Actions

1. It is important for Exabytes employee and contractor to keep an eye on red flags in relation to action of third party in the course of Exabytes business e.g. reseller, business partner/ affiliate or supplier as Exabytes and Exabytes employee and contractor may be held responsible for action taken by the third party.
2. Non-exhaustive list of red flags are as follows:
 - (a) use of agent with a poor reputation for direct or indirect link to government or authorities.
 - (b) payment of unusually high commission.
 - (c) request for payment relating to government approval.
 - (d) payment to different companies or through different countries or to offshore account.
 - (e) unexplained preference for service provider.

- (f) unreported payment to third party made on Exabytes behalf or no written or documented agreement.
 - (g) government official insists on the use of certain business partner.
3. Exabytes employee or contractor, who is designated by Exabytes to be the main point of contact with a third party dealing with Exabytes, must:
- (a) ensure that that third party has and is in compliant with its own anti-bribery and anti-corruption policy and whistleblowing policy.
 - (b) ask and document:
 - (i) whether your dealing with that third party is in relation to any government, governmental agency or government-related company; and
 - (ii) evaluate and make sure that bribery is unlikely.
 - (c) check that third party's reputation by making a general search on search engine and social media platform to ensure that it has never involved in any corruption related case.
 - (d) raise any red flags regarding that third party action.
 - (e) keep an office record of the above due diligence carried out.

VII. Our Policy, Our Responsibilities

A. Raising a Question about the Policy

1. You may seek guidance on the Policy from your supervisor, manager or the Senior Office Manager.
2. You may report a suspected violation of the Policy and anti-bribery and corruption law by sending an email to the following person:
 - (a) the Senior Office Manager of Exabytes at kychan@exabytes.com.
 - (b) the CEO and Legal function at whistleblowing@exabytes.com.
3. You may lodge a complaint on violation of the Policy and anti-bribery and corruption law by sending an email to the following person:
 - (a) relating to CEO or Exabytes senior management to Mr. Aliff, who is the chairman of Exabytes board of directors, at aliff.omar@ekuinas.com.my.
 - (b) relating to Mr. Aliff to Ekuinas at whistleblowing@ekuinas.com.my.
4. The management or Ekuinas team will investigate (or appoint a third party to conduct independent investigation where necessary) and respond to concern raised by Exabytes employee or contractor within forty-five (45) days from the receipt of a report.
5. Confidentiality will be maintained to the fullest extent possible.

B. No Revenge

1. Exabytes does not tolerate retaliation or allow demotion or termination against Exabytes employee or contractor who refuses to do something that is against the Policy or the law, reports or participates in any investigation for a potential violation of the Policy or the law.
2. No action will be taken against any Exabytes employee or contractor or stakeholder who makes an allegation in good faith which is not confirmed by subsequent investigation. However, this protection may be revoked if the whistleblower misuses or abuses the Policy or has participated in the improper conduct, wilful disclosure of false statements, made frivolous, malicious or vexatious allegations.
3. Anyone who retaliates against Exabytes employee or contractor/ whistleblower will be subject to disciplinary action.

C. Amendments

Exabytes may amend the Policy at any time and shall communicate the changes to all Exabytes employee or contractor accordingly.