



9R LIMITED
(Company Registration No.: 199307300M)

9R LIMITED
ANTI BRIBERY AND
CORRUPTION POLICY

Version Update: May 2023

ANTI BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)

A. OBJECTIVE OF ABC POLICY

1.0 Background

- 1.1 The Board of Directors (“**Board**”) of 9R Limited (“**Company**”) views that integrity and transparency are core values of the Company and its subsidiaries (“**Group**”). Therefore, the Board does not condone and has zero tolerance against any bribery and corruption.
- 1.2 Bribery and corruption (defined at page 7) are acts which generally involve the provision, receipt or soliciting of any gratification (defined at page 7) by or from any person.
- 1.3 This ABC Policy is publicly uploaded at <https://www.9rlimited.com/>.

2.0 Scope

- 2.1 This ABC Policy applies to the entire Group (which operates in different jurisdictions) and details the obligations of employees of the Group and the Directors of 9R Limited (“**Internal Stakeholders**”) to avoid being implicating the Group in any bribery and corruption or to give an impression of such implication.
- 2.2 This ABC Policy should be read together with the laws of the jurisdictions which the Group operates locally in.
- 2.3 Any third party who provides or procures goods and/or services from the Group (“**Business Associates**”) shall be made aware of this ABC Policy and shall apply to them unless such party is governed under a similar policy.

B. AREAS OF IMPACT

3.0 Gifts

- 3.1 A gift should not sway Internal Stakeholders or Business Associates when making commercial decisions relating to the interests of the Group.
- 3.2 It is **REMINDED** that gifts may be interpreted as gratification, where the provision or receipt of such is prohibited if given to obtain or retain business and related advantages.
- 3.3 This is because the provision or receipt of gifts may be perceived as an attempt or instrument to gain an unfair advantage with Business Associates by currying favour.
- 3.4 The Group is aware that the provision or exchange of gifts may be a festive or cultural norm and business etiquette in genuinely tightening commercial relationships.
- 3.5 Gifts may be accepted from Business Associates once the same is aware of this ABC Policy and the relevant Internal Stakeholder is of the view that refusal of such gift may be deemed insensitive, or culturally offensive.

- 3.6 Gifts given to the Group **MUST BE REFUSED** when:
- a. it is in cash or its equivalent (i.e. shares, cryptocurrency, or vouchers, etc);
 - b. it is received before a particular contract's execution;
 - c. there is a high possibility the gift causing undue influence onto the Internal Stakeholder to make a commercial decision for the interests of the Group;
 - d. it is provided by a Business Associate through third parties i.e. business associate's family member;
 - e. a Business Associate is not aware of this ABC Policy; or
 - f. acceptance of such gifts is unlawful.
- 3.7 Key management personnels of the Group such as the chief executive officer and chief finance officer ("**KMP**") must be made aware of any gift to be provided or received to or from Business Associates.
- 3.8 Gifts to be provided must not be excessive and must be **proportionate** to its purpose i.e. festivities, appreciative, congratulatory etc.
- 3.9 **UNDER NO CIRCUMSTANCES** gifts in cash or its equivalent (i.e. shares, cryptocurrency, or vouchers, etc.) be given to Business Associates or their family members. Further, employees or their family members shall not receive gifts personally from Business Associates.
- 3.10 The below matters are **EXCEPTIONS** towards providing or receiving gifts.

Tokens of appreciation including:

- a. trophies
- b. awards
- c. certificates
- d. plaques
- e. medals

Any item which is given out equally to members of public for marketing purposes including:

- a. lanyards
- b. badges
- c. pins
- d. wristbands
- e. calendars
- f. pens
- g. T-shirts
- h. notebooks

4.0 Hospitality

- 4.1 Hospitality should not sway Internal Stakeholders or Business Associates when making commercial decisions relating to the interests of the Group.
- 4.2 It is **REMINDED** that hospitality may be interpreted as gratification, where the provision or receipt of such is prohibited if given to obtain or retain business and related advantages.

- 4.3 This is because the provision or receipt of hospitality may be perceived as an attempt or instrument to gain an unfair advantage with Business Associates by currying favour.
- 4.4 The Group is aware that the provision or receipt of hospitality is used to genuinely nurture and mature commercial relationships with prospective or existing Business Associates.
- 4.5 Hospitality, or commonly known as '*entertainment*' is not a gift as it is a form of service or experience such as concerts, sporting event, spa treatments, and similar big ticket amenities.
- 4.6 Hospitality has lower probability to sway decision makers provided they are given **after** the relevant decision has been made.
- 4.7 KMP must be made aware of any hospitality to be provided or received to or from Business Associates.
- 4.8 Hospitality may be given or received provided it is **proportionate** to the purpose i.e. a celebratory lunch for a completed corporate exercise or signing of a material contract.
- 4.9 **UNDER NO CIRCUMSTANCES** hospitality in the form of holiday packages be given to Business Associates or their family members. Further, employees or their family members shall not receive hospitality i.e. spa treatments personally from Business Associates.
- 4.10 The below matters are **EXCEPTIONS** towards providing or receiving hospitality:
- a. corporate luncheons and dinners on an as and when necessary basis;
 - b. corporate activities such as office opening, product launching, etc.;
 - c. receptions and refreshments for Business Associates when visiting;
 - d. costs for trainings and meetings i.e. accommodation and transportation; or
 - e. any expenditures below an internally approved amount for the purposes of strengthening a commercial relationship.

5.0 Conflict Of Interests

- 5.1 Internal Stakeholders must not be placed in a position of conflict of interest or appear to be in such position in all potential and existing business dealings and arrangements which may infringe anti-bribery and corruption laws.
- 5.2 An employee of the Group must notify his/her reporting manager immediately upon discovery that they are in a conflict of interest.
- 5.3 Examples of situations where a conflict of interest arises or an appearance of such include:
- a. When a vendor's sales manager is related to a customer's procurement manager;
 - b. When an employee has a personal financial interest in a competitor's business;
 - c. When the hiring manager is recruiting a family member;
 - d. Diverting or siphoning business opportunities away from the Group; or
 - e. Sharing confidential information or trade secrets of the Group with a competitor or in a job interview.

6.0 Facilitation Payments

- 6.1 Facilitation payments are payments made to government officials as an incentive for such officials to expedite their administrative or routine processes i.e. licence approvals, renewals customs clearance or inspections.
- 6.2 Essentially, facilitation payments are unofficial payments to entitle a '*green lane*' to expedite governmental approval.
- 6.3 The Group does not condone facilitation payments although such payments are not made to approve documents which should not be approved in the first place.

7.0 Donations, Sponsorships And Political Contributions

- 7.1 The Group shall not make any donation, sponsorship or political contribution in cash or its equivalent, services and/or goods to any political parties for campaigns, unless for exceptional circumstances subject to Board approval.
- 7.2 The Group may make charitable donations for any purpose i.e. CSR, ESG, reliefs for marginalised persons, victims of misfortune etc.
- 7.3 The Board must be made aware of any donations received from any person.

C. ENFORCEMENT OF ABC POLICY

8.0 Business Dealings And Arrangements

- 8.1 Dealings and arrangements with Business Associates must incorporate this ABC Policy, especially Business Associates who performs services for or on behalf of the Group.
- 8.2 The Group endeavours to include in all future contracts a standard clause which stipulates the incorporation of this ABC Policy and for each contracting party to comply with anti-bribery and corruption laws.
- 8.3 In the event a Business Associate has a similar policy to this ABC Policy, such standard clause shall stipulate that each contracting party shall follow their respective anti-bribery and corruption policy instead and comply with anti-bribery and corruption laws.
- 8.4 The Group endeavours to conduct due diligence where necessary on potential Business Associates before commencing any business dealings and arrangements with them.

9.0 Obligation To Report

- 9.1 Internal Stakeholders shall report of any suspected, alleged or known bribery or corruption in good faith through whistleblower@9rlimited.com ("**Whistleblow**").
- 9.2 Safeguards i.e. identity protection are in place for Internal Stakeholders who Whistleblow via our whistleblowing policy uploaded at <https://www.9rlimited.com/>.

- 9.3 Disciplinary actions will be taken against any employee of the Group found to be implicated in bribery, corruption or turning a blind eye to the same by failing to report.
- 9.4 It is **STRICTLY REMINDED** that committing any bribery and corruption carry severe legal consequences and there is a statutory duty to report such acts.
- 9.5 Employees of the Group are urged to seek clarification from their reporting manager if they are unsure of the applicability of this ABC Policy in a specific scenario.

10.0 Employees To Attend Training

- 10.1 Employees of the Group shall undergo periodic training in respect of this ABC Policy and subsequently complete a questionnaire which assesses their understanding.
- 10.2 No employees are exempted from this training requirement notwithstanding that they have undergone similar training previously i.e. in their previous company.
- 10.3 Probationers shall complete such training before the confirmation of their employment.

11.0 Compliance And Control Measures

- 11.1 Internal Stakeholders shall sign on the template form set out in Schedule A indicating that they have read, understood and undertake to comply with the obligations herein.
- 11.2 Internal Stakeholders shall exercise **EXTRA PRECAUTION** and seek the Board's consent before providing to and/or receiving gifts and/or hospitality from government officials.
- 11.3 The Group shall maintain accurate books and records concerning the provision or receipt of any gift, hospitality or charitable acts.
- 11.4 The Company may conduct periodic reviews to ensure compliance with this ABC policy.

D. MISCELLANEOUS

12.0 Boilerplate Clauses

- 12.1 This ABC Policy may be amended from time to time to ensure it remains relevant and updated without the need for prior Board approval.
- 12.2 This ABC Policy shall be read down, reduced or varied so as to allow no conflict between the relevant laws and this ABC Policy.
- 12.3 This ABC Policy shall prevail in the event of any conflict between this ABC Policy and other existing policies of the Group.
- 12.4 Should any part or wordings in this ABC Policy be rendered invalid or unenforceable by any law, then the unaffected parts or wordings will survive and remain valid to the extent required to give effect to the spirit of this ABC Policy.
- 12.5 Words used in the singular have the corresponding meaning in the plural and *vice versa*.
- 12.6 References to "person" shall both natural and legal persons (body corporate).

13.0 Definitions

- 13.1 “**Bribery**” or “**corruption**” in this ABC Policy means any giving, agreement to give, promises or offers of any gratification by any director, employee or persons performing services on behalf of the Group to any other person with the intent to obtain or retain business, or obtain or retain an advantage in the conduct of business for the Group.
- 13.2 “**Conflict of interest**” in this ABC Policy means a clash between the employee’s self-interest and professional interest undermining the impartiality and objectivity of an employee’s professional judgement or actions.
- 13.3 “**Gratification**” in this ABC Policy means:
- a. money, donation, gift, loan, fee, reward, valuable security, property or interest in property being 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).

Recommended for adoption by the Audit and Risk Committee of the Company on : **12.5.2023**
Approved by the Board of the Company on : **12.5.2023**

SCHEDULE A – DECLARATION TO COMPLY WITH ABC POLICY

I hereby confirm that I have read and understood this ABC Policy adopted by the Group and undertake to comply with such ABC Policy at all times.

I also understand it is my responsibility in good faith to promptly report any violation of this ABC Policy, bribery or corruption (alleged or actual) that I am aware of with the relevant details.

I acknowledge that any violation of this ABC Policy, bribery or corruption committed by me may result in disciplinary action taken against me.

Signature :

Name :

Employer :

Department :

Date of Signature :