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LB ALUMINIUM BERHAD

**(Company No: 138535-V)
(Incorporated in Malaysia)**

ANTI-BRIBERY AND CORRUPTION POLICY

(Effective from 8 December 2020)

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Document Revision History

Version No	Effective Date	Section Reference	Summary of Changes
1	8/12/2020	All	Original Document

1.0 Introduction

1.1 Policy Statement

- 1.1.1 This Anti-Bribery and Corruption Policy (“this Policy”) has been developed as part of Anti-Bribery Management System of LB Aluminium Berhad (“LB”) and its subsidiaries (collectively referred to as “LB Group” or “the Group”) to help prevent, detect and address bribery and corruption, by establishing a culture of integrity, transparency and compliance.
- 1.1.2 The objectives of this Policy are as follows:
- To set out LB’s position on bribery in all its forms, and matters of corruption that may be faced in the course of its operations; and
 - To provide information and guidance on how to recognise and deal with potential acts of bribery and corruption.
- 1.1.3 LB Group adopts a zero tolerance approach against all forms of bribery and corruption. Refusal to engage in bribery, refusal to participate in acts of corruption, actively raising concerns, or the reporting of possible wrongdoing, will not be penalised even if such actions may result in LB Group losing business, not meeting its targets or suffering disadvantage.
- 1.1.4 This Policy is not intended to be exhaustive. It is incumbent upon the reader to seek immediate guidance from the Internal Audit of LB Group (“Group IA”), in the event that any person subject to this Policy finds themselves in a scenario not dealt with in this Policy, or has any doubt about the scope of applicable laws, or the application of this Policy.

1.2 Application and Coverage

- 1.2.1 This Policy applies to any person, either individually or collectively, in discharging their duties on behalf of LB Group, including but not limited to:
- All employees and directors of the Group (“Personnel”); and
 - Any Third Party performing works or services for or on behalf of LB Group, including but not limited to agents, representatives, intermediaries, joint venture partners, consultants, advisers, contractors, subcontractors, vendors, distributors and service providers.
- 1.2.2 Joint-venture, co-ventures and associated companies, in which LB Group is a non-controlling stakeholder, are encouraged to adopt these or similar practices.
- 1.2.3 In the event where a subsidiary, non-controlling stakeholder or Third Party of LB Group has its own Anti-Bribery Management System and/or Policies and Procedures, the stricter shall be applied.
- 1.2.4 This Policy extends across all of LB Group’s business dealings in all countries in which the Group operates. All persons covered by this Policy, in discharging their duties on behalf of LB Group, are required to comply with not only the Malaysian laws and regulations but also the laws and regulations applicable in the location of the business activities, and in particular with respect to anti-bribery and corruption laws, rules and regulations. In jurisdictions where local laws and regulations set stricter rules than those set out in this Policy, the stricter rules must always prevail.

1.3 Related Documents

1.3.1 This Policy shall be read in conjunction with:

- Code of Conduct;
- Whistleblowing Policy;
- Third Party Management Guidelines;
- Limits of Financial Authority for LB Group (“LOA”);
- Employee Handbook;
- All relevant policies and procedures of LB Group; and
- All applicable laws and regulations.

1.4 Applicable Laws and Regulations

1.4.1 LB Group is committed to upholding the highest level of ethics and integrity in conducting its business and to complying with all applicable laws and regulations in the countries where it does business. These laws include but are not limited to:

- Malaysian Penal Code 1936 and its amendments;
- Malaysian Anti-Corruption Commission (“MACC”) Act 2009 and its amendments;
- Malaysian Anti-Money Laundering Act 2011 (“AMLA”); and
- Malaysian Companies Act 2016.

1.4.2 In the event where there is a conflict between mandatory laws and the provisions contained in this and other policies, the law shall prevail. However, the provisions in this Policy are to be adhered to in the event of any conflict or inconsistencies with a local custom or practice.

2.0 Definitions

2.1 **“Bribery”** or **“Corruption”** means any act considered as an offence of giving or receiving ‘gratification’ under the MACC Act 2009. This includes offering, promising, giving, accepting or soliciting any ‘gratification’, directly or indirectly, and irrespective of location(s), to illicitly influence the decisions or actions of a person who is in a position of trust within an organisation or a function, or to obtain or retain commercial advantage.

2.2 **“Gratification”** is defined by the MACC Act 2009 as:

- (i) Money, donation, gift, loan, fee, reward, valuable security, property or interest in property of any description whether movable or immovable, financial benefit, or any other similar advantage;
- (ii) Any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- (iii) Any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (iv) Any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- (v) Any forbearance to demand any money or money’s worth or valuable thing;

- (vi) 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
- (vii) Any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (i) to (vi).

2.3 **“Gifts and Hospitality”** means anything of value that the person subject to this Policy give or receive, either directly or indirectly, including (but not limited to):

- (i) Goods or services;
- (ii) Discounts or rebates;
- (iii) Meals or refreshments;
- (iv) Organisation of corporate events or activities;
- (v) Entertainment (tickets to events, recreational activities, etc.); and
- (vi) Travel and accommodation expenses.

2.4 **“Personnel”** refers to all employees and directors of LB Group.

2.5 **“Public Official”** refers to any person who holds a public office or exercises a public function for a country, including (but not limited to) a member, an officer, or an employee to the federal or state government, local authority, public international organisation, wholly or partially state-owned enterprise, political party or political candidate. The full definition of “foreign public official”, “official of a public body” and “public body” can be found within the MACC Act 2009.

2.6 **“Third Party”** refers to any external individual or organisation with whom LB Group has, or plans to establish, some form of business relationship. This includes (but not limited to) existing or prospective agents, representatives, intermediaries, joint venture partners, consultants, advisers, contractors, subcontractors, vendors, distributors, service providers and customers.

2.7 **“Top Management”** refers to top level management of LB Group, which comprises of all General Managers and above.

3.0 Gifts, Hospitality, Donations, Sponsorships and Other Benefits

3.1 Gifts and Hospitality

3.1.1 The giving and receiving of modest gifts and reasonable acts of hospitality are **allowed** by LB Group **only** as a legitimate means of building goodwill in business relationships. Under no circumstances shall LB Personnel be soliciting any gift or hospitality from any Third Party that has or may have business interest with the Group.

3.1.2 Any provision or receipt of gifts and event of hospitality must be in accordance with the Group’s LOA and relevant policies and procedures, whilst fulfilling the following conditions:

- (i) They must be made in good faith without any corrupt intent;
- (ii) They must be reasonable in cost, quantity and frequency;

- (iii) They must be ordinary and customary in the context of industry's general practices;
- (iv) They must be appropriate to the official designation of the person offering or receiving the gifts and hospitality;
- (v) They must be carried out in an open and transparent manner, and lawful under the circumstances;
- (vi) They must not create a conflict of interest or compromise the integrity of anyone;
- (vii) They must not create any obligation or expectation on the recipient;
- (viii) They must not be seen as intended for, or capable of, achieving undue influence in relation to a business transaction or public policy engagement; and
- (ix) For any amount above the LOA limits, it must be properly recorded in a prescribed declaration form as appended in **Appendix 3** and substantiated to support the above, and retained in accordance with **Section 6** of this Policy.

3.1.3 The giving and receiving of the gifts and hospitality, subject to the fulfilment of conditions as stipulated in **Section 3.1.2** above, are generally allowable under the following circumstances:

- (i) Exchange of gifts at the company-to-company level, e.g. gifts exchanged between companies as part of an official company visit/ courtesy call and thereafter treated as company property;
- (ii) Customary gifts during cultural festivities;
- (iii) Sponsorship for LB Group's/ its Third Parties' official function, event or celebration, e.g. lucky draw gifts for annual dinner; or
- (iv) Gifts given as part of the Group's Corporate Social Responsibility programme.

3.1.4 The giving and receiving of the following gifts and hospitality are discouraged and shall be avoided, unless specifically permitted by the relevant policies and procedures and approved as prescribed in the LOA:

- (i) Cash and cash equivalents, including but not limited to cash, discounts, vouchers, provision of free products and services, loans, commissions or rebates;
- (ii) Provision of gifts and hospitality, whether directly or indirectly, to Public Officials in the course of the conduct of business for or on behalf of LB Group (see also **Section 4.2** of this Policy);
- (iii) Delivery or provision of gifts off-site (e.g. to personal address of the recipient) to/ from Third Parties;
- (iv) Entertainment to any participant of business meetings, congresses, or comparable events, unless such entertainment is appropriate and incidental part of such events. Giving and receiving of any side or extended entertainment such as sight-seeing trips is strictly prohibited; and
- (v) Travel, accommodation and entertainment of any person who accompanies the participant to a business meeting, congresses, or comparable event.

3.2 Donations and Sponsorships

3.2.1 LB Group prohibits the use and receipt of donations and sponsorships as a subterfuge for any acts of bribery and corruption.

3.2.2 Donations and sponsorships, in addition to circumstances set forth in **Section 3.1.3** above, may be allowed subject to the conditions below:

- (i) Where practical and relevant, appropriate due diligence shall be conducted on the charitable or sponsored organisation to verify that recipients are bona fide and that recipients themselves are not engaged in bribery;
- (ii) They must be made in good faith without any corrupt intent;
- (iii) They are aligned with the Group's corporate responsibility and values;
- (iv) They are made directly to a registered organisation, and not individual, in an open and transparent manner;
- (v) They must not be seen as intended for, or capable of, achieving undue influence in relation to a business transaction or public policy engagement;
- (vi) They must comply with all applicable laws, regulations and LB's relevant policies and procedures and the LOA; and
- (vii) All donations and sponsorships must be properly recorded in a prescribed declaration form as appended in **Appendix 3** and substantiated to support the above, and retained in accordance with **Section 6** of this Policy.

3.2.3 Donations to foreign-based charities or beneficiaries must be handled with special caution to ensure that they are not disguised as illegal payments to foreign public officials, and to ensure that the donations do not act as a conduit to fund illegal activities in violation of international anti-money laundering, anti-terrorism and other applicable laws.

3.3 Political Contributions

3.3.1 LB Group's funds or resources must not be used to make any direct or indirect political contributions without prior written approval from the Board of Directors establishing that it is in the best interest of LB Group to do so, and then upon satisfying itself that LB Group is acting responsibly in accordance with all applicable local laws and requirements for public disclosure. No such political contributions may be used as a subterfuge for bribery.

3.4 Payments

3.4.1 All payments made by LB Group must be warranted, transparent and proper. No payments shall be made as a subterfuge for any acts of bribery and corruption.

3.4.2 LB Group does not condone the making and receiving of corrupt payments, including facilitation payments, in its business. Facilitation payment means unofficial payment or other provision made to or received by an individual in control of a process or decision to secure or expedite the performance of a routine or administrative duty or function, and is seen as a form of bribery and corruption.

3.4.3 Any person discharging their duties on behalf of the Group is prohibited to offer, promise, authorise, give, request, accept or receive, either directly or indirectly, to or from any person, any financial or other advantages which may raise suggestions of impropriety, or with the intent to obtain or retain business, or other advantages.

3.4.4 All payments made by the Group must conform to the following:

- (i) Any payment made to any person, such as an agent, representative or intermediary, represents no more than an appropriate remuneration for legitimate goods or services rendered by such person;

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- (ii) No part of any such payment is permitted to be passed on by the agent, representative or intermediary as bribe;
- (iii) All payments must be supported with proper and adequate supporting documents to evidence the validity, accuracy, and legitimacy of payments made;
- (iv) All payments must be approved in accordance with LB Group's LOA and requirements stipulated in this Policy and other relevant policies and procedures, before making the payment; and
- (v) All payments must be accurately recorded in the financial records of the respective entities under the Group, and retained in accordance with **Section 6** of this Policy.

3.4.5 LB Group however recognises that there may be situations where a person is coerced into making payments/ bribes by real or perceived threats to health, safety or liberty. Whilst this should be rare, the person may put his or her personal well-being first, even if this means that the person makes a payment that would contravene this Policy.

3.4.6 However, the person must immediately report all of the circumstances of the threat and the payment to the Top Management and Group IA. If a threat is made but the person is able to notify the Top Management and Group IA before making such payment to avoid the harm, then the person should do so. The Group IA shall document the incident and action taken in a register, and report to the Audit Committee on a half-yearly basis, or at a shorter interval whenever necessary.

4.0 Managing Relationships

4.1 Dealings with Third Parties

4.1.1 LB Group will not engage in any form of bribery or provide improper incentive to induce any person to transact with LB Group. This prohibition specifically includes kickbacks in any form, offers to split or share any commission, or any other improper or hidden compensation.

4.1.2 Where practical and relevant, LB Group shall conduct appropriate due diligence to ensure that the prospective Third Party is not likely to commit an act of bribery or corruption in the course of its work with LB Group.

4.1.3 The extent of the required due diligence shall be based on the circumstances of the proposed transaction. Such due diligence may include searches through relevant databases, checking for relationships with public officials, and documenting the reasons for choosing one particular Third Party over another.

4.1.4 Standard clauses shall be included in all legal documents and/or contracts with the Group's Third Party, requiring them to comply with this Policy and other applicable laws besides granting LB Group the right to terminate any contract or business relationship in which an act of bribery or corruption has been observed or proven to have occurred.

4.1.5 In the absence of contracts or other legal documents stipulating the aforementioned clauses, the Third Parties are required to declare their adherence to this Policy, in accordance with their risk profile as prescribed in LB Group's Third Party Management Guidelines, via **Third Party Declaration Form** as appended in **Appendix 1** of this Policy.

4.2 Dealings with Public Officials

- 4.2.1 Caution must be exercised when dealing with public officials. Providing gift, hospitality or other benefits, whether directly or indirectly, to Public Officials is generally considered a red flag situation in most jurisdictions.
- 4.2.2 Such provision is prohibited in LB Group, however, in very limited circumstances, it may be allowed subject to approval by the Top Management, as well as circumstances and conditions as set out in **Section 3** above.

4.3 Conflict of Interest

- 4.3.1 Conflict of interest arises when a person is in a position to derive personal benefit from actions or decisions made in their official or professional capacity.
- 4.3.2 Any person discharging their duties on behalf of LB Group must comply with LB Group's Employee Handbook to avoid situations that create or appear to create conflicts of interest. The use of their position, LB Group's assets and resources, or information available to them for their personal gain or improper benefit of others, is strictly prohibited.
- 4.3.3 In situations where a conflict occurs, the person is required to declare the matter to the Head of Finance immediately via **Conflict Of Interest Form** as appended in **Appendix 4**, for appropriate actions to be taken.

5.0 Recruitment of Personnel

- 5.1 LB Group's recruitment, performance evaluation, remuneration, recognition and promotion for employees and directors shall be objective and show no favour.
- 5.2 Appropriate due diligence shall be conducted on prospective employees and directors, in proportion to the risk profile of the position. The assessment shall include background checks to ensure the prospective employee or director has not been convicted in any bribery or corruption case(s) nationally or internationally.
- 5.3 LB Group will not offer employment to prospective employees in return for previous favour or in exchange for improper favour, such as awarding of contracts. LB Group shall award contracts and employee positions based on merit. Support/referral letters in all forms shall not be recognised as part of the business decision making process.

6.0 Record Keeping

- 6.1 LB Group shall keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to Third Parties, for a period of time subject to prevailing laws and regulations on record keeping.
- 6.2 All gifts, hospitality, donation, sponsorship, facilitation or other benefits accepted from or offered to Third Party, in discharging duties on behalf of LB Group, must be declared and properly recorded in a register maintained by Finance Department. A summary of declarations and red flags noted shall be tabled to the Audit Committee half-yearly, or at its discretion, at a shorter interval.

- 6.3 All accounts, invoices, memoranda, due diligence forms and other documents and records relating to dealings with Third Parties should be maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

7.0 Staff Declaration

- 7.1 All Personnel of LB Group shall certify in writing that they have read, understood and will abide by this Policy via **Staff Declaration Form** as appended in **Appendix 2** of this Policy. A copy of this declaration shall be documented and retained by the HR Department for the duration of the Personnel's employment.
- 7.2 LB Group reserves the right to request any information, including on employees' assets, in the event that the person is implicated in any bribery and corruption-related accusation or incident.

8.0 Communication, Training and Awareness

- 8.1 This Policy is published on LB's website at www.lbalum.com. All persons subject to this Policy must be informed whenever significant changes are made to this Policy.
- 8.2 Training and awareness programme on this Policy shall form part of the induction process for all new employees and directors. Training for existing employees and directors shall be provided on a regular basis, in accordance with the level of bribery and corruption risk related to the position.
- 8.3 The HR Department shall maintain records of all training and awareness programmes, including details and attendance of participants.

9.0 Raising Concerns

- 9.1 Any person subject to this Policy who learns of any attempted, suspected or actual bribery or corruption activities that violates this Policy and/or other relevant policies and procedures of the Group is responsible to report promptly through the Group's whistleblowing channels as prescribed under Section 3 of its Whistleblowing Policy.
- 9.2 Reports made in good faith, either anonymously or otherwise, shall be addressed in a timely manner and without incurring fear of reprisal regardless of the outcome of any investigation, as provided by LB Group's Whistleblowing Policy.

10.0 Governance, Monitoring and Compliance

10.1 Responsibility for this Policy

- 10.1.1 The Board of Directors of LB shall oversee the setting of commitment towards prohibition of bribery and corruption in the business conduct of LB Group, including approval of this Policy, and ensuring this Policy complies with the Group's legal and ethical obligations.

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- 10.1.2 The Audit Committee of LB shall assist its Board of Directors to oversee the compliance of this Policy and ensure the effectiveness of risk assessment and management framework as well as the internal control system in combating bribery and corruption.
- 10.1.3 The Top Management of LB Group shall provide the overall direction on the establishment, implementation and periodic review of this Policy and ensure adequate resources for effective implementation and monitoring. The Top Management is also responsible for effectively managing the key corruption risks of LB Group, besides promoting an anti-bribery and corruption culture within the Group.
- 10.1.4 The Finance Department of LB Group shall ensure proper documentation in accordance with this Policy and report any non-compliance issues to the Audit Committee.
- 10.1.5 The Group IA shall monitor the implementation, compliance, and effectiveness of this Policy through periodic reviews and risk assessments, and report any non-compliance issues to the Audit Committee. The Group IA also acts as the point of contact for this Policy and any bribery and corruption-related matters.

10.2 Audits and Compliance

- 10.2.1 The internal control systems and procedures of LB Group will be subject to audits to provide assurance that they are effective in countering bribery and corruption. Audit documentation should include performance improvement action plans, and any deficiencies identified must be rectified as soon as possible.
- 10.2.2 Such audits may be conducted internally by the Group IA and/or by an external party. The outcome of the audits shall be reported to the Audit Committee, and acted upon.

10.3 Infringement of this Policy

- 10.3.1 Any infringement of this Policy, including any act of bribery or misconduct, shall constitute serious misconduct or offences warranting disciplinary action against the offenders, including termination of employment or business relationship.
- 10.3.2 Non-compliance/ infringement issues identified by audits, whistleblowing or other means shall be promptly reported to the Top Management, Audit Committee and/or Board of Directors, in accordance with the level of risk identified, for deliberation and action.

11.0 Continuous Improvement

- 11.1 LB Group is committed to continuously improving, and review at least once every three (3) years, its policies and procedures relating to anti-bribery and corruption.
- 11.2 LB Group shall monitor the legal and regulatory requirements, wherever it operates, and any changes to LB Group's business environment and risks, to identify improvement opportunities to this Policy and overall management of bribery and corruption within LB Group.

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- 11.3 The risk assessment in relation to bribery and corruption risks shall form part of the Group's risk assessment and incorporated into the Group's risk profile and risk registers. It shall be conducted by the Group's Risk Management Committee on a periodic basis and the result of which shall be presented to the Audit Committee and Board of Directors for review and approval.
- 11.4 In the event that the current management system is found to be inadequate, necessary revision and improvement shall be made to this Policy and the relevant policies and procedures.
- 11.5 Any changes to this Policy shall be approved by the Board of Directors.

APPENDIX 1

Third Party Declaration Form

Our company, _____, which includes its directors, officers and employees who intend to conduct business transaction(s) with LB Aluminium Berhad and/or its subsidiaries (“LB Group”) hereby to confirm that:

1. We shall observe and comply with LB Group’s Anti-Bribery and Corruption (“ABC”) Policy, and all applicable laws and regulations relating to anti-bribery and corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009 and its amendment or any law amending or replacing such Act.
2. We have not been convicted nor are we subject to any investigation or inquiry of any actual or suspected breach of any applicable anti-bribery and corruption laws.
3. We undertake to promptly inform LB Group of any breach and/or alleged/ suspected breach of LB Group’s ABC Policy and/or anti-bribery and corruption legislations as may be imposed by the relevant authorities.
4. We acknowledge that LB Group may suspend any commercial agreement or transaction entered into by and between LB Group and us if LB Group determines, or suspects, any violation of the obligations assumed by it hereunder, and LB Group shall have the right to terminate the commercial agreement or transaction with immediate effect and without any liability whatsoever on the part of LB Group to us. This is without prejudice to any other rights or remedies that LB Group may have or any other appropriate action which LB Group may seek under the terms of the applicable commercial agreement or the applicable rules and regulations.
5. We shall fully indemnify LB Group against any claims, fines, losses, expenses (including legal costs) and/or damages arising from and out of our breach herein.
6. We acknowledge that the provisions set out in this declaration form shall form part of the terms and conditions of our appointment and/or contract of service.

Signature of Authorised Person: _____

Name and Position of the
Company’s Authorised Signatory: _____

Company Name (and stamp): _____

Date: _____

APPENDIX 2

Staff Declaration Form

Borang Deklarasi Kakitangan

I, the undersigned, hereby declare that I have read and understood LB Group's Anti-Bribery and Corruption Policy ("Policy"), and the responsibilities required of me in relation to the Policy. I will abide by the requirements and provisions set out in the Policy and the other policies/guidelines/laws and regulations as stated in Paragraph 1.3.1 of the Policy.

I also understand that LB reserves the right to take appropriate disciplinary and/or legal actions against me if LB determines, or suspects, any violation of the obligations assumed by me hereunder, without any liability whatsoever on the part of LB Group to me.

Saya, yang bertandatangan di bawah ini, dengan ini mengakui bahawa saya telah membaca dan memahami Polisi Anti-Rasuah LB Group ("Polisi") dan segala tanggungjawab yang dikehendaki ke atas saya. Saya akan mematuhi segala dasar anti-rasuah yang ditetapkan dalam Polisi dan lain-lain polisi/garis panduan/undang-undang dan peraturan seperti yang dinyatakan di dalam perenggan 1.3.1 dalam Polisi.

Saya juga memahami bahawa LB Group berhak untuk mengambil sebarang tindakan disiplin dan/ atau tindakan undang-undang yang sewajarnya ke atas saya sekiranya LB Group mendapati, atau mengesyaki, sebarang pelanggaran obligasi oleh saya, tanpa sebarang liabiliti dikenakan ke atas LB Group.

Name:

Identification/ Passport No.:

Position:

Company:

APPENDIX 3

LB ALUMINIUM BERHAD GROUP
GIFTS, HOSPITALITY, DONATIONS AND SPONSORSHIP
REQUISITION/ DECLARATION FORM

1. EMPLOYEE DETAILS

Name : _____
Entity : _____
Position/ Title : _____
Business Unit/ Department : _____

2. NATURE OF BENEFIT (Please tick ✓ where relevant)

OFFER/ PROVISION		RECEIPT	
Gift	<input type="checkbox"/>	Gift	<input type="checkbox"/>
Hospitality	<input type="checkbox"/>	Hospitality	<input type="checkbox"/>
Donation	<input type="checkbox"/>	Donation	<input type="checkbox"/>
Sponsorship	<input type="checkbox"/>	Sponsorship	<input type="checkbox"/>
Others (please specify):	_____	Others (please specify):	_____

3. DETAILS OF BENEFIT¹

Date of Offer / Receipt : _____
Description of Benefit : _____
Estimated/ Actual Value (RM) : _____
Estimated/ Actual Value per person (RM) : _____
Reason for Offering/ Accepting Benefit : _____

¹ Please attach relevant supporting documents as deemed necessary, e.g. invoice, proof of request, receipt, email correspondences, meeting invites, etc.

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4. DETAILS OF RECIPIENT/ OFFEROR

Is the Recipient a public official? Yes No

If Recipient/ Offeror is an organisation

Name of Organisation : _____

If Recipient/ Offeror is an individual

No.	Full Name	Position/ Title	Organisation	Relationship ²

² Relationship with Recipient/ Offeror, e.g. business referral, existing/ potential client, vendor, etc. (Please add additional pages if the space above is insufficient).

5. ADDITIONAL DETAILS

- i. For due diligence conducted on the recipient of donation/ sponsorship:
 - (a) Is the recipient a legitimate organisation? Yes No
 - (b) Does the recipient have any history or reputation of corruption or inappropriate activity? Yes No
 - (c) Is the potential contribution a disguise for bribe? Yes No
 - (d) Is the recipient a political party, public official or related to one? Yes No

- ii. Would offering/ accepting the benefit:
 - (a) Create an actual, potential or perceived conflict of interest? Yes No
 - (b) Contingent upon receiving/ offering business or other benefits? Yes No
 - (c) Bring the applicant or LB Group into disrepute? Yes No

iii. Additional Remarks (if any) : _____

Requested/ Declared by

Reviewed by Head of Department

Verified by Head of Finance

Name:
Position:
Date:

Name:
Position:
Date:

Name:
Position:
Date:

**Approved by Deputy GM/
GM/ED/CEO**

Name:
Position:
Date:

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FOR DOCUMENTATION PURPOSES BY FINANCE DEPARTMENT

The Benefit is:-

- | | | | | |
|--------------|-----|--------------------------|----|--------------------------|
| (a) Accepted | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| (b) Declined | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

Comments/ Remarks

Processed/Filed by

Name:

Date:

APPENDIX 4

CONFLICT OF INTEREST FORM

1. EMPLOYEE DETAILS

Name : _____
Entity : _____
Position/ Title : _____
Business Unit/ Department : _____

2. NATURE OF CONFLICT (Please tick ✓ where relevant)

- Financial Interest & Investments¹
- Dealings with Third Parties
- Secondary Employment or Other Activities
- Family and Close Personal Relationship
- Directorship
- Others (please specify):

¹ Include personal financial interest or the financial interest of relatives

3. DETAILS OF THE CONFLICT

Description of conflict : _____
Actual and/or suspected date or duration of conflict arising : _____
Impact/ potential impact of conflict (to quantify the impact, if possible and relevant) : _____

4. PROPOSED REMEDIAL ACTION TO MANAGE THE CONFLICT

I hereby propose:

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ANTI-BRIBERY AND CORRUPTION POLICY**

EMPLOYEE DECLARATION
<p>I hereby declare that the above details of my personal interests are correct to the best of my knowledge and I am fully aware of my responsibilities to take reasonable measures to avoid any real or apparent conflict of interest. I will comply with the remedial action proposed in this form, as devised and/or approved by the LB Group's management to mitigate the competing interest.</p> <p>.....</p> <p>Name: Position: Date:</p>

REVIEW AND APPROVAL	
Remarks by HOD:	Signature: Name: Designation: Date:
Remarks by HOF:	Signature: Name: Designation: Date:
Remarks by Top Management:	Signature: Name: Designation: Date: