



# WHISTLEBLOWING POLICY

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# 1. INTRODUCTION AND OBJECTIVE

## INTRODUCTION

- The Company encourages openness and transparency in its commitment to the highest standard of integrity and accountability.
- In line with good corporate governance and with the introduction of the Whistleblower Protection Act 2010, the Company has implemented a policy to encourage its Employees and Business Partners to disclose alleged, suspected and/or known improper conduct in the workplace or Company without fear of retribution or detrimental action.
- This Policy shall take effect on the Effective Date.

## OBJECTIVE

- This Policy is established to provide employees and business partners with proper internal disclosing channels and guidelines in respect of whistleblowing at the workplace and aims to address issues such as protection of whistleblower, reporting procedures and investigation of improper conduct.
- Such misconduct or criminal offences include Fraud, Bribery, Abuse of Power, Conflict of Interest, Theft or embezzlement, Misuse of Company's Property or Non-compliance with Procedure.
- The above list is not exhaustive and includes any act or omissions, which if proven, will constitute an act of misconduct under the Company's CoBE or any criminal offence under relevant legislations in force.

## 2. DEFINITIONS

- Reference to “**Audit Committee**” refers to the Audit Committee of Kumpulan Powernet Berhad and the respective companies under the Kumpulan Powernet Berhad Group of Companies.
- Reference to “**Authorized Officers**” refers to Head of Group Audit, Head of Group Legal, Group Executive Director, Chairman of the Audit Committee or Group Executive Chairman.
- Reference to “**Business Partners**” refers to a person or an entity, which the Company has engaged with or entered into a procurement process of acquiring supplies of goods and services in order to fulfil the Company’s strategic and operational needs that require coordination of multiple disciplines across the end of procurement chain.
- Reference to “**Board of Directors**” or “**Board**” refers to all Directors of the Group, be it independent or non-independent executive directors and non-executive directors and includes the alternate director.
- Reference to “**CoBE**” refers to the Group’s Code of Business Ethics.
- Reference to “**Complaint**” refers to complaint of detrimental action by the whistleblower.
- Reference to “**Confidential Information**” includes:
  - a. Information about the identity, occupation , residential address, work address or whereabouts of a whistleblower and a person against whom a whistleblower has made a disclosure of improper conduct;
  - b. Information disclosed by a whistleblower; and
  - c. Information that, if disclosed, may cause detriment to any person.

- Reference to “**customer**” refers to any person or entity to which the Group provides its products and render its services, which may include potential customers.
- Reference to “**Detrimental Action**” includes:
  - 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 the disciplinary action; and
  - d. A threat to take any of the actions referred to in (a) to (c) above.
- Reference to “**Disclosure**” refers to any disclosure of improper conduct.
- Reference to “**Effective Date**” refers to 7 October 2020.
- Reference to “**Form**” refers to the Internal Whistleblower Form in “Appendix A” hereto.
- Reference to “**employee**” means any person who is in the employment of the Group, including but not limited to executives, non-executives, secretaries, secondees and individuals on direct hire.
- Reference to “**Group**” or “**Company**” refers to Kumpulan Pwernet Berhad Group of Companies, including its subsidiaries, direct or indirect, and controlled companies.
- Reference to “**Improper Conduct**” refers to any conduct which if proved, constitutes a disciplinary offence or a criminal offence, and includes but not limited to:
  - a. Conduct which constitutes criminal offence under the law such as fraud, corruption, forgery, cheating, criminal breach of trust, insider trading, etc which includes abetting or intending to commit such criminal offence; or

- b. Conduct which contravenes the Company's code of conduct, policies or guidelines; or
  - c. Conduct which undermines the ethical values of the Company i.e. integrity, honesty, accountability, transparency, fairness, breach of confidentiality, etc; or
  - d. Non-compliance with regulatory requirements; or
  - e. Financial/professional misconduct; or
  - f. Any action which creates risk (actual or potential) to the health and safety of any individual; or
  - g. Receiving bribes or kickbacks/soliciting graft; or
  - h. Discrimination against race, gender, religion and/or disability; or
  - i. Attempts to suppress or conceal any information relating to the above.
- Reference to "**Investigator**" refers to such specific persons assigned to carry out investigation into the matter disclosed.
  - Reference to "**Policy**" refers to the Company's Whistleblower Policy.
  - Reference to "**Public Officials**" and/or "**Government Officials**" refers to any person who is a member, an officer, an employee or a servant of a government agency whether Federal or State Authorities.
  - Reference to "**Report**" refers to the investigation report prepared and submitted at the conclusion of the investigation.
  - Reference to "**Special Investigation Committee**" refers to the special investigation committee set up to investigate the Disclosure independently.

- Reference to “**Whistleblower**” refers to any person who makes a Disclosure under this Policy.
- Reference to “**you**” or “**your**” refers to any person to this ABC Policy applies. Where more specific reference is used, the more specific reference is intended.

### 3. SCOPE OF POLICY

#### SCOPE

- This Policy shall applies to:
  - (i) the Group's Directors (executive and non-executive);
  - (ii) the Group's Employees consisting of permanent and contract staff, temping and temporary staff, trainees and interns; and
  - (iii) the contractors, sub-contractors, consultants, agents, representatives, business partners and others performing works or services for or on behalf of the Group.



## 4. REPORTING PROCEDURES

### PROCEDURES

1. A whistleblower may make a Disclosure to the following persons:
  - a. Head of Group Audit; or
  - b. Head of Group Legal; or
  - c. Group Executive Director; or
  - d. Chairman of the Audit Committee; or
  - e. directly to the Group Executive Chairman.
2. In order to enable the Company to accord the Whistleblower with the necessary protection under the policy and also to obtain more details pertaining to the disclosure, the Whistleblower is required to disclose his/her personal details as follows, which will be kept confidential:
  - a. Name;
  - b. NRIC No.;
  - c. Contact Details.
3. Any anonymous Disclosure will not be entertained. Any Employee who wishes to report improper conduct is required to disclose his identity to the Company in order for the Company to accord the necessary protection to him. However, the Company reserves its right to investigate into any anonymous disclosure.
4. A Disclosure may be made in the following manner:
  - a. Verbally – if the Disclosure is made verbally, the Whistleblower is to contact the Group Executive Director of the Company or Authorized Officers directly. All verbal Disclosure shall be reduced in writing by the Group Executive Director or Authorized Officers and to be confirmed by the Whistleblower as soon as it is practicable to avoid any misunderstanding or misinformation; or

## 4. REPORTING PROCEDURES

- b. In writing – if the Disclosure is made in writing, the Whistleblower may use an open format letter. However, the Whistleblower is encouraged to make a Disclosure via the Form in “Appendix A” attached hereto. The letter of Form must be properly sealed in an envelope labeled ‘PRIVATE AND CONFIDENTIAL – TO BE OPENED BY ADDRESSEE ONLY’ and delivered by hand or post to any of the Authorized Officers at KUMPULAN POWERNET BERHAD, C1-1-1, Solaris Dutamas, No.1 Jln Dutamas 1, 50480 Kuala Lumpur.
5. Any disclosure made herein should contain the following information:
  - a. Details of the person(s) involved;
  - b. Details of the allegation;
  - c. Nature of the allegation;
  - d. Where and when the alleged misconduct/wrongdoing took place;
  - e. Other relevant information; and
  - f. Any supporting evidence if available.
6. If the Disclosure is made to Head of Group Legal or directly to the Group Executive Chairman, such persons may direct the Authorized Officers and/or any other specific persons to conduct a preliminary assessment on the credibility and seriousness of the Disclosure.
7. The Authorized Officers or such other persons directed by the Group Chief Executive Officer or Audit Committee shall conduct a preliminary assessment on the seriousness of the Disclosure, credibility of the Disclosure and the Whistleblower and the likelihood of confirming the Disclosure from reputable and reliable sources. They should then report their findings to the Group Chief Executive Officer or Audit Committee as the case may be.
8. If the preliminary assessment indicates that the Disclosure is credible and serious, the Authorized Officers or such other specific persons directed by the Group Chief Executive Officer or Audit Committee shall advise whether the Disclosure warrants an investigation to be carried out.

9. If the preliminary assessment indicates that the Disclosure is not credible and not serious, the person to whom the Disclosure is made shall inform the Whistleblower accordingly.
10. If the preliminary assessment indicates that the Disclosure does not fall within the scope of this Policy, the person to whom the Disclosure is made shall refer the matter to the appropriate personnel of the relevant department or division for appropriate steps or actions to be taken.

#### **WITHDRAWAL OF DISCLOSURE**

11. If the Whistleblower decided to withdraw a Disclosure, the Whistleblower must write to the person to whom the Disclosure is made and provided reasons for withdrawal.
12. Despite the withdrawal by Whistleblower, the Company may still proceed with investigation against the Disclosure if the Company finds that the Disclosure is credible and serious.

## 5. INVESTIGATION PURSUANT TO THE DISCLOSURE

### AUTHORITIES

1. If the Group Managing Director or Audit Committee is of the view that the Disclosure warrants an investigation, the Group Managing Director or Audit Committee shall assign an Investigator to carry out investigation into the Disclosure.
2. If the Group Managing Director or Audit Committee is of the view that the Disclosure does not warrant an investigation to be carried out, the Group Managing Director or Audit Committee shall inform the Whistleblower accordingly.
3. If the investigation of the Disclosure in paragraph (1) above could not be concluded or warrants further scrutiny and investigation, a Special Investigation Committee (SIC) may be set up to investigate the Disclosure independently. The SIC shall consist of 3 members of the same or higher rank than the person whom the Disclosure had been made who are not directly involved with the matter and shall include at least 1 member of the Audit Committee.

### CONDUCT

1. The Investigator shall, as soon as it is practicable, conduct interview with all relevant witnesses and every attempt must be made to gather all pertinent information and materials from all available sources.
2. All activities and interviews associated with the investigation must be documented in writing and filed for records purposes.

### TIMELINE

1. Wherever possible, investigations should be concluded within 30 days from the date of receipt of the assignment to investigate the Disclosure.

## 5. INVESTIGATION PURSUANT TO THE DISCLOSURE

### REPORT

1. At the conclusion of the investigation, the Investigator shall prepare and submit the Report to the Group Chief Executive Officer or Audit Committee. The Report shall not disclose particulars likely to lead to the identification of the Whistleblower.
2. The Report shall contain the following:
  - a. The allegation of improper conduct;
  - b. An account of all relevant information received and if the Investigator had rejected any evidence as being unreliable, the reasons for rejecting the said evidence;
  - c. The findings and basis thereof;
  - d. Recommendations on the appropriate or further steps to be taken arising from such findings. This may include disciplinary actions.
  - e. The steps needed to be taken by the Company to prevent the improper conduct from continuing or recurring in the future.
3. The Report shall be accompanied by:
  - a. The transcript or records of any oral evidence taken; and
  - b. All documents, statement or exhibits received by the Investigator which had been accepted as evidence.

### FINDINGS

1. If the Report makes a finding that:
  - a. The Disclosure is not substantiated – the person to whom the Disclosure is made shall inform the Whistleblower accordingly;
  - b. The Disclosure constitutes disciplinary offence – the person to whom the Disclosure is made shall refer the matter to the respective Human resource Department of the Company for the appropriate disciplinary actions to be taken;
  - c. The Disclosure constitutes a criminal offence - the person to whom the Disclosure is made shall refer the matter to the Group Chief Executive Officer and the Board for their attention and deliberation. The Board and Group Chief Executive Officer may then refer the matter to the relevant law enforcement agencies.

The person to whom the Disclosure is made shall inform the Whistleblower of the findings of the investigation and any steps or action taken arising from the findings.

## 6. PROTECTION ACCORDED TO WHISTLEBLOWER

1. A Whistleblower who makes a Disclosure in good faith and in compliance with this Policy shall be accorded with protection as follows:
  - a. protection of confidentiality of identity; and
  - b. protection against adverse and detrimental actions.

### PROTECTION OF CONFIDENTIALITY

1. The identity of the Whistleblower shall be kept strictly confidential at all times unless revoked.
2. The identity of the Whistleblower shall not be disclosed to any person without his consent. Nevertheless, there are some exceptions under which the identity of the Whistleblower may be disclosed:
  - a. The disclosure is made to those authorized under this Policy and have a legitimate need to know the basis;
  - b. The disclosure is required by law or any statutory authority; or
  - c. The disclosure is made on a strictly confidential basis to a professionally qualified lawyer for the purposes of obtaining legal advice.

### PROTECTION AGAINST ADVERSE AND DETRIMENTAL ACTIONS

1. No person shall take or threaten to take detrimental action against a Whistleblower in relation to a Disclosure.
2. A Whistleblower may make a Complaint to the Group Chief Executive Officer or Audit Committee of any detrimental action committed by any person against him.

## 7. REVOCATION OF PROTECTION ACCORDED TO WHISTLEBLOWER

1. The protection to the Whistleblower can be revoked under the following circumstances, among others:
  - a. the Whistleblower participated in the improper conduct;
  - b. the Whistleblower willfully discloses a false statement;
  - c. the disclosure is made with malicious intent; or
  - d. the disclosure is frivolous or vexatious.