



# WHISTLEBLOWING POLICY

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## **Objective**

CTOS Digital Berhad (“CTOS” or the “Company”, covering its wholly-owned subsidiaries, and where applicable, affiliate and associate companies) is committed to the highest standard of integrity, openness and accountability in the conduct of its businesses and operations. This policy outlines the requirements and processes involved in the reporting of improper conduct or wrongdoings concerning the Company that contravene the Company’s values, duties and ethical responsibilities in carrying out business and corporate activities.

The objective of this policy is to provide a safe avenue for the Company’s employees and members of the public to report or disclose any improper conduct or wrongdoing concerning the Company, and to provide protection for employees and members of the public who report such allegations. Protection of confidentiality of whistleblower will be accorded to employees and members of the public, with employees being given the additional protection that he / she will not be subject to detrimental action or retaliatory actions at the workplace.

When a whistleblower raises a concern, they can expect that it will be treated seriously, fairly and promptly. A whistleblower may expect updates during and upon completion of such investigation, unless we take the view that disclosure may impede investigation.

## **Scope**

This policy is applicable to all employees (which, for the avoidance of doubt, shall include permanent, contract, temporary employees and interns), members of management, business partners, and members of the public.

This policy applies to the witnessing or discovery or suspicion of improper conduct or wrongdoings concerning the Company including, but not limited to:

- a) fraud;
- b) bribery;
- c) abuse of power;
- d) conflict of interest;
- e) theft or embezzlement;
- f) misuse of the Company’s property; or
- g) non-compliance with the Company’s policies or code of conduct.

The above list is not exhaustive and may be added or changed as required from time to time.

This policy applies also to any acts, omissions, irregularity, or suspected act of irregularity involving employees, members of management, business partners, and members of the public, whether individually, within the Company or with external parties, which if proven, will constitute an act of improper conduct towards the Company or criminal offence under relevant legislations in force.

*[The rest of this page is intentionally left blank]*

**IMPORTANT NOTE:** Whilst CTOS welcomes disclosures about possible irregularities concerning the Company, whistleblowers are cautioned against disclosing confidential information previously disclosed to any ministry, department, agency or other body set up by the Government conferred with investigation and enforcement powers (the “Authorities”). Examples of the Authorities are:

- a) the Malaysian Anti-Corruption Commission;
- b) the Royal Malaysian Police;
- c) the Royal Malaysian Customs Department;
- d) the Immigration Department;
- e) the Securities Commission;
- f) the Companies Commission of Malaysia; and
- g) the Central Bank of Malaysia.

Disclosing confidential information already disclosed to the Authorities to any third parties, including CTOS amounts to an offence under Section 8 of the Whistleblower Protection Act, which if convicted, the whistleblower is exposed to a penalty of up to RM50,000, a jail term of up to 10 years, or both. Such disclosure would further result in the whistleblower losing the protection of confidentiality, protection from detrimental action, and protection from civil, criminal and disciplinary actions afforded by the Authorities.

### Protection Accorded to a Whistleblower

... Who is an Employee	... Who is not an Employee
<ul style="list-style-type: none"> <li>• Protection of the whistleblower’s identity and protection against the following will be accorded:               <ul style="list-style-type: none"> <li>a) Retaliation.</li> <li>b) Threat or intimidation of termination/suspension of service.</li> <li>c) Disciplinary action.</li> <li>d) Transfer.</li> <li>e) Demotion.</li> <li>f) Refusal of promotion.</li> <li>g) Any direct or indirect use of another employee’s authority to obstruct the whistleblower’s rights to continue to perform his/her duties, including making further disclosure.</li> </ul> </li> <li>• Protection will be accorded by the Company only when the whistleblower satisfies all the following conditions:               <ul style="list-style-type: none"> <li>a) The disclosure is done in good faith with no element of malice or mischief.</li> <li>b) The whistleblower is aware that the information and any allegations disclosed are true.</li> <li>c) The whistleblower has credible and/or tangible evidence to substantiate the report.</li> <li>d) The whistleblower has not communicated the disclosure to any</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Suppliers / Vendors of the Company and members of the public who become a whistleblower will also be protected by the Company as to his / her / its identity subject to satisfying the following conditions:               <ul style="list-style-type: none"> <li>a) The disclosure is done in good faith with no element of malice or mischief.</li> <li>b) The whistleblower is aware that the information and any allegations disclosed are true.</li> <li>c) The whistleblower has credible and/or tangible evidence to substantiate the report.</li> <li>d) The whistleblower has not communicated the disclosure to any other party not related to the disclosure.</li> <li>e) The disclosure made is not for personal gain or interest.</li> </ul> </li> <li>• Such protection is accorded even if the investigations later reveals that the whistleblower is mistaken as to the facts and the rules and procedures involved.</li> <li>• The Company views seriously any false, malicious or mischievous allegations. This can be considered as gross misconduct where the Company may report the whistleblower to the</li> </ul>

... Who is an Employee	... Who is not an Employee
<p>other party not related to the disclosure.</p> <p>e) The disclosure made is not for personal gain or interest.</p> <ul style="list-style-type: none"> <li>Such protection is accorded even if the investigations later reveals that the whistleblower is mistaken as to the facts and the rules and procedures involved.</li> <li>The Company views seriously any false, malicious or mischievous allegations. This can be considered as gross misconduct where appropriate disciplinary action may be taken by the Company including suspension and / or dismissal.</li> </ul>	<p>Authorities, and additionally terminate or suspend the business relationship, to the extent the whistleblower is an existing Supplier / Vendor.</p>

- This protection also applies to individuals whose identities were revealed during and after the investigation activities.

### Making Disclosure

- In order for the whistleblower to be protected under this document, the whistleblower must disclose his/her name, MyKad number and contact details. Anonymous reports are not encouraged as any follow up to ascertain the facts or to obtain further information for investigation purposes would be very difficult. Although the Company is not expected to address any anonymous allegations, the Company may, however, consider investigating an anonymous allegation after having considered the following:
  - The seriousness of the concern.
  - The credibility of the concern.
  - The likelihood of confirming the concern from credible sources.
- The whistleblower is required to identify himself / herself and provide contact information in his / her report. This will facilitate the investigator to obtain further information, if required and communicate on results of investigation to the Whistleblower.
- The disclosure must have at least the details of person(s) involved, nature of allegation, when and where the incident took place as well as supporting evidence, if any.
- Disclosure shall be submitted via email to the following:

If	Then
The matter is related to any Board member or any Group staff	The report should be escalated to Group Head of Internal Audit ("IA") at <a href="mailto:whistleblower@ctosdigital.com">whistleblower@ctosdigital.com</a>
The matter is related to the IA function	The report should be escalated to the Whistleblower Committee ("WC") at <a href="mailto:ctosarc@ctosdigital.com">ctosarc@ctosdigital.com</a>

- All disclosures made under this document will be dealt with in strict confidentiality.

## **Required Evidence**

- The whistleblower should be able to provide the disclosure in writing, with sufficient information regarding:
  - a) the type or description of improper conduct.
  - b) the name of individuals who have committed or are involved in the improper conduct.
  - c) the 'how', 'what', and 'where' in relation to the improper conduct including supporting documents or evidence, if any.
- The whistleblower must have first-hand knowledge or information of the facts, i.e., information obtained from third party or 'hearsay' will not be entertained. However, the whistleblower should not be discouraged from making a report even if they are unsure whether there is sufficient evidence to support their allegations.

## **Procedures, Investigation and Follow Up**

- All complaints / disclosures should be addressed to the WC for further action.
- The WC shall comprise of independent non-executive directors, with the Group Head of IA as its secretariat.
- The Committee shall have the authority to:
  - a) determine the legitimacy of the disclosure.
  - b) direct further action.
  - c) determine who should conduct the investigation.
- If any of the Committee members is suspected of being involved in the improper conduct, he / she will automatically abstain from attending the meeting.
- The assigned investigator (either the IA function or an independent external party), when tasked to investigate, must take all reasonable steps to ensure that investigations regarding the disclosure are fair and unbiased.
- The assigned investigator will keep detailed records of supporting documents received and interviews conducted to sufficiently and accurately conclude the investigation.
- Upon conclusion of the investigation, the assigned investigator will present the outcome to the WC, containing the following information:
  - a) The allegation.
  - b) An account of all relevant information received and, if the Investigator has deemed any evidence as unacceptable, the reasons as to why this opinion was formed.
  - c) The conclusions reached and its rationale.
  - d) Any recommendations arising from the conclusion.
- The investigation report and conclusion shall be completed within 30 business days, subject to the complexity of the investigation.
- To the extent permitted by applicable laws, the whistleblower will be informed of the status of his disclosure and be notified on the outcome of such investigation. Additionally, the alleged wrongdoer will be given an opportunity to respond to all allegations at an appropriate time.
- In cases where the findings disclose a possible criminal offence, the WC, upon consultation with the management and/or legal advisors (internal and/or external), decide if the matter should be referred to the Authorities.

### **Oversight and Ownership of this Document**

- The Audit and Risk Committee (“ARC”) has overall responsibility for this document and shall oversee the implementation of this document.
- The ARC has delegated day to day responsibility for the administration and implementation of this document to the Group Head of IA. The use and effectiveness of this document shall be regularly monitored and reviewed by the Group Head of IA.
- This document was last updated on 26 May 2023.

*[End of document]*