7-Eleven Malaysia Holdings Berhad
& Group Of Companies

ANTI-BRIBERY & ANTI-CORRUPTION POLICY AND PROCEDURE

Version Control

No.	Version	Remarks	Approval	Approval Date
1.	1.0	Initial version	Board of Directors of SEMHB	20 May 2020
2.	2.0	Revised version: (i) Rephrasing and restructuring of the Policy and its appendices for clarity and ease of reference; (ii) Inclusion of a Glossary, statutory definitions of “gratification” and “public body”, and corporate offence provisions; (iii) Clarification of approval processes and document retention requirements; (iv) Addition of new section on “Allegations of Corruption or Misconduct”; and (v) Clarification of approval authority for amendments to the Policy.	Board of Directors of SEMHB	26 February 2026

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Glossary

Business Associates	mean any associated and affiliated companies, franchisees, partners, vendors, suppliers, contractors, sub-contractors, professionals, consultants, agents, representatives, and others performing work or services for or on behalf of the Group.
Senior Management	means the HOD(s) and any other Employee(s) appointed to a senior management role within the relevant company of the Group, including but not limited to C-level appointment(s), except for the CEO.
CEO	means the Chief Executive Officer(s) or any individual(s) appointed to the highest management position within each relevant company of the Group.
Company Secretary	means the company secretary duly appointed by each relevant company within the Group.
Designated Compliance Officer	means the compliance officer duly appointed by each relevant company within the Group, who may include the Head of Internal Audit and/or any other officer(s) designated to oversee compliance matters under this Policy.
Directors	means the executive and non-executive directors of the Group.
Employees	means the employees of the Group.
Foreign Public Official	means any individual who qualifies as a foreign public official, as defined in Section 2.2.2 of this Policy.
GEHTDS Form	means the designated form for declaring and obtaining approval for the acceptance or provision of gifts, entertainment, hospitality, travel, donations, sponsorships, and facilitation payments.
Gratification	means any form of bribe, as defined in Section 2.2.2 of this Policy.
Group	means 7-Eleven Malaysia Holdings Berhad and its group of companies.
HOD	means the Head of Department appointed by each relevant company within the Group.
MACCA	means the Malaysian Anti-Corruption Commission Act 2009, as amended from time to time.
Ministerial Guidelines	means the Ministerial Guidelines on Adequate Procedures.
Officer of a Public Body	means any individual who qualifies as a public official, as defined in Section 2.2.2 of this Policy.
Policy	means this Anti-Bribery & Anti-Corruption Policy and Procedure.
Political Contributions	means any contributions or donations made to political parties, politicians or political campaigns.
Public Body	means any public body as defined in Section 2.2.2 of this Policy.
Public Officials	means any Officer of a Public Body and/or Foreign Public Official.
Recipient or **Giver**	means any party receiving or providing gifts, entertainment, hospitality, travel, donations or sponsorships, as defined in Sections 4 and 5 of this Policy.

Relevant Board	means the Board of Directors of each relevant company within the Group.
Relevant Department/Unit	means the business unit of each relevant company within the Group.
SEMHB	means 7-Eleven Malaysia Holdings Berhad.
Third-Party Travel	means any business-related travel expenditures, as defined in Section 4.4 of this Policy.
Third Parties	means any third party that may have a direct or indirect business interest or relationship (including, any potential interest or relationship) with the Group.
Whistleblowing Policy	means the Group's Whistle-blowing Policy and Procedures.

1. INTRODUCTION

7-Eleven Malaysia Holdings Berhad ("**SEMHB**") and its group of companies (collectively, "**Group**") are committed to conducting business with integrity and in compliance with all applicable laws and regulations.

In line with Section 17A of the Malaysian Anti-Corruption Commission Act 2009 ("**MACCA**"), which introduces a corporate liability regime, this Policy has been developed in accordance with the Ministerial Guidelines on Adequate Procedures issued under Section 17A(5) of the MACCA ("**Ministerial Guidelines**").

1.1 Policy Statement & Objective

The Group adopts a zero-tolerance policy against all forms of bribery and corruption. In furtherance of this commitment, this Policy sets out the Group's principles and provides guidance on the procedures to be adopted, to support compliance and the effective prevention of bribery and corruption that may arise in the course of doing business.

In the event of any conflict or inconsistency between this Policy and other policies issued by the Group, this Policy shall take precedence.

Where this Policy conflicts with applicable laws and regulations in any jurisdiction, the Policy shall be applied to the extent permissible, and the stricter of the applicable legal requirements or this Policy shall prevail. If any actual or perceived conflict is identified, this Policy shall not be set aside, and the matter shall be referred to the relevant internal function within your organisation for consultation.

1.2 Application

This Policy applies to:

(i) every employee of the Group ("**Employees**");

(ii) every director of SEMHB and its group of companies (including executive and non-executive directors) ("**Directors**"); and

(iii) business associates of the Group, including associated and affiliated companies, franchisees, partners, vendors, suppliers, contractors, sub-contractors, professionals, consultants, agents, representatives, and others performing work or services for or on behalf of the Group ("**Business Associates**").

1.3 Responsibilities of Employees, Directors & Business Associates

Employees, Directors and Business Associates must read, understand and comply with this Policy. No waivers or exceptions shall be permitted for any practices that deviate from this Policy.

The Board of Directors of each relevant company within the Group ("**Relevant Board**") is responsible for endorsing this Policy, or adopting a policy of equivalent or higher standard to ensure compliance with all applicable laws (including the MACCA, its regulations and the Ministerial Guidelines in force). For this purpose, associated and affiliated companies of the Group shall, at a minimum, be treated as Business Associates. Where the Group exercises a higher degree of influence or control, a higher standard of compliance may be required.

Any Employee, Director or Business Associate seeking guidance on this Policy shall consult the designated compliance officer of the relevant company within the Group ("**Designated Compliance Officer**"). For the purpose of this Policy, the Designated Compliance Officer may include the Head of Internal Audit and/or any other officer(s) designated to oversee compliance matters under this Policy.

1.4 Non-compliance

Compliance with this Policy by Employees, Directors and Business Associates is mandatory. Any violation of this Policy shall be treated with the utmost seriousness by the Group and may result in disciplinary action, including, where applicable, termination of employment, termination of service or business arrangements, legal action, reporting to relevant authorities, and/or any other appropriate action.

1.5 Reporting & Whistleblowing

Any person, including Employees, Directors, Business Associates, Third Parties (as defined hereinafter) and members of the public, who becomes aware of or reasonably suspects a violation or potential violation of this Policy is encouraged to report the matter through the whistleblowing channels set out in the Group's Whistle-blowing Policy and Procedures ("**Whistleblowing Policy**").

All reports or disclosures of actual or suspected bribery or corruption made in good faith and without malicious intent shall be treated with strict confidentiality and whistleblowers shall be accorded protection in accordance with the Whistleblowing Policy.

Further details are set out in the Whistleblowing Policy available on SEMHB's corporate website.

2. RECOGNISING BRIBERY & CORRUPTION

2.1 Definitions of Bribery & Corruption

Bribery refers to the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action that is illegal, unethical or a breach of trust. Such inducements may include gifts, loans, fees, rewards, taxes, services, donations, favours or other advantages.

Corruption refers to any act carried out with the intention of gaining an advantage inconsistent with official duties or the rights of others.

2.2 Individual Offences under the MACCA

2.2.1 The MACCA establishes offences for individuals, including the following:

(i) <u>Section 16</u>: corruptly solicit or receive or agree to receive, or corruptly give or promise or offer, any gratification for the benefit of himself or of another person as an inducement to or a reward for, or otherwise on account of:

(a) any person doing or forbearing to do anything; or

(b) any officer of a public body doing or forbearing to do anything, in which the public body is concerned;

(ii) Section 17(a): being an agent, corruptly accept or obtain, or agree to accept or attempt to obtain, from any person, for the benefit of himself or of another person, any gratification as an inducement or a reward for:

(a) doing or forbearing to do, or for having done or forborne to do, any act in relation to his principal's affairs or business; or

(b) showing or forbearing to show favour or disfavour to any person in relation to his principal's affairs or business;

(iii) Section 17(b): corruptly give or agree to give or offer any gratification to any agent as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do any act in relation to his principal's affairs or business, or for showing or forbearing to show favour or disfavour to any person in relation to his principal's affairs or business;

(iv) Section 21: offer to an officer of any public body any gratification as an inducement or a reward for:

(a) the officer voting or abstaining from voting at any meeting of the public body in favour of or against any measure, resolution or question submitted to the public body;

(b) the officer performing or abstaining from performing or aiding in procuring, expediting, delaying, hindering or preventing the performance of, any official act;

(c) the officer aiding in procuring or preventing the passing of any vote or the granting of any contract or advantage in favour of any person; or

(d) the officer showing or forbearing to show any favour or disfavour in his capacity as such officer;

(v) Section 22: give, promise or offer, or agree to give or offer, to any foreign public official, whether for the benefit of that foreign public official or of another person, any gratification as an inducement or reward for, or otherwise on account of:

(a) the foreign public official using his position to influence any act or decision of the foreign state or public international organisation for which the official performs any official duties;

(b) the foreign public official performing, having done or forborne to do, or abstaining from performing or aiding in procuring, expediting, delaying, hindering or preventing the performance of, any of his official duties; or

(c) the foreign public official aiding in procuring or preventing the granting of any contract for the benefit of any person; and

(vi) Section 25(1): failing to report any gratification that is given, promised or offered in contravention of the MACCA, together with the name, if known, of the person who gave, promised or offered such gratification to him, to the nearest officer of the Malaysian Anti-Corruption Commission or police officer.

2.2.2 For the purpose of this Policy, the following terms are defined in Section 3 of the MACCA:

"**Gratification**"	(i) 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; (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).
"**Public Body**"	(i) the Government of Malaysia; (ii) the Government of a State; (iii) any local authority and any other statutory authority; (iv) any department, service or undertaking of the Government of Malaysia, the Government of a State, or a local authority; (v) any society registered under Subsection 7(1) of the Societies Act 1966; (vi) any branch of a registered society established under Section 12 of the Societies Act 1966; (vii) any sports body registered under Section 17 of the Sports Development Act 1997; (viii) any co-operative society registered under Section 7 of the Co-operative Societies Act 1993; (ix) any trade union registered under Section 12 of the Trade Unions Act 1959; (x) any youth society registered under Section 9 of the Youth Societies and Youth Development Act 2007; (xi) any company or subsidiary company over which or in which any public body as is referred to in paragraph (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) or (x) has controlling power or interest; or

	(xii) any society, union, organisation or body as the Minister may prescribe from time to time by order published in the Gazette.
"**Officer of a Public Body**"	any person who is a member, an officer, an employee or a servant of a public body, and includes a member of the administration, a member of Parliament, a member of a State Legislative Assembly, a judge of the High Court, Court of Appeal or Federal Court, and any person receiving any remuneration from public funds, and, where the public body is a corporation sole, includes the person who is incorporated as such.
"**Foreign Public Official**"	(i) any person who holds a legislative, executive, administrative or judicial office of a foreign country whether appointed or elected; (ii) any person who exercises a public function for a foreign country, including a person employed by a board, commission, corporation, or other body or authority that is established to perform a duty or function on behalf of the foreign country; and (iii) any person who is authorised by a public international organisation to act on behalf of that organisation.

2.3 Corporate Offence under the MACCA

Under Section 17A of the MACCA, the Group may be held liable for corruption committed by any person associated with it (including Employees, Directors or Business Associates) where such person corruptly gives, agrees to give, promises or offers any gratification to another person with the intention to obtain or retain business or an advantage for the Group. The Group may avoid liability if it can demonstrate that adequate procedures were in place to prevent such conduct.

2.4 Consequences of Committing such Offences

Any commission of the offences described above may result in the following penalties:

No.	Type of Offence	Consequences
(i)	<u>Individual Offence:</u> • Section 16: offence of accepting gratification; • Section 17: offence of giving or accepting gratification by agent; • Section 21: bribery of officer of public body; • Section 22: bribery of foreign public officials.	(a) Imprisonment for up to twenty (20) years; and (b) A fine of not less than five (5) times the sum or value of the gratification which is the subject matter of the offence, or ten thousand ringgit (RM10,000.00), whichever is the higher.
(ii)	<u>Corporate Offence:</u> • Section 17A: offence by commercial organisation.	(a) Imprisonment for up to twenty (20) years; and/or (b) A fine of not less than ten (10) times the sum or value of the gratification which is the subject matter of the offence, or one million ringgit (RM1,000,000.00), whichever is the higher.

Given the severe consequences of bribery and corruption, all Employees, Directors and Business Associates are required to fully comply with the standards and procedures set out in this Policy.

3. CONFLICTS OF INTEREST

3.1 Understanding Conflicts of Interest

A conflict of interest arises where an Employee, Director or Business Associate is in a position where their duties and responsibilities to the Group create an opportunity for personal gain or benefit, either for themselves or for someone close to them, or where personal interests could take precedence over their responsibilities to the Group.

Although a conflict of interest is not necessarily prohibited under the laws relating to bribery and corruption, actual, potential or perceived conflicts may give rise to or increase the risk of corrupt practices.

All conflicts of interest shall be declared promptly and transparently, either at the times prescribed by the Group or as soon as such conflicts arise. Any person with a conflict of interest should refrain from participating in any related decision-making within the Group.

3.2 Declaration of Conflicts of Interest

All conflicts of interest shall be declared in accordance with the applicable procedures set out below. These procedures are solely intended as guidance and do not absolve any individual of their responsibility to declare a conflict of interest, where it exists.

Where there is uncertainty as to whether a conflict of interest is acceptable or manageable, the matter shall be referred to the Designated Compliance Officer, or, if applicable, to the Relevant Board. Independent professional advice may also be sought as needed.

3.2.1 <u>Employees & Directors</u>

(i) Employees are required to declare any actual, potential, or perceived conflict of interest:
- (a) annually, by submitting the Integrity Declaration Form for Employees (attached as **Appendix 1**) or any other form prescribed by the Head of Human Resource of the relevant company within the Group;
- (b) upon appointment or assumption of a new role within the Group; and
- (c) on an ad hoc basis, as soon as a conflict arises.

(ii) Directors are required to notify the company secretary of the relevant company within the Group ("**Company Secretary**") of any actual, potential or perceived conflict of interest.

3.2.2 <u>Business Associates</u>

(i) Business Associates are required to declare any actual, potential, or perceived conflict of interest:
- (a) prior to establishing or entering into a new relationship with the Group, by submitting the Integrity Declaration Form for Business Associates (attached as **Appendix 2**);
- (b) upon any change in circumstances during the course of the relationship, by notifying the Group's representative with whom they are engaged; and
- (c) as otherwise required by the Group, to ensure ongoing compliance with this Policy.

(ii) Where Business Associates are uncertain whether a situation constitutes a conflict of interest, they are advised to make a declaration to the Group's representative with whom they are in official contact.

(iii) Any notification or declaration received from a Business Associate shall be referred to the relevant Head of Department ("**HOD**"), and if initially received by the HOD, shall be escalated to the Chief Executive Officer(s) or any individual(s) appointed to the highest management position within each relevant company of the Group ("**CEO**").

(iv) For the purpose of this Policy, an actual, potential, or perceived conflict of interest may include, without limitation, any person within the Group who is a Director, holds an executive position, or is otherwise involved in any capacity in any transaction or matter, potential transaction or matter, or business relationship with the Group.

4. GIFTS, ENTERTAINMENT, HOSPITALITY & TRAVEL

4.1 General Parameters

For the purpose of this Policy, any reference to the act of receiving a bribe also includes soliciting or agreeing to receive a bribe. Similarly, any reference to the act of giving or paying a bribe also includes agreeing to give, promising or offering a bribe.

Any gift, entertainment, hospitality or travel received or provided by Employees and Directors shall comply with the procedures and requirements set out in this Policy.

All declarations and approvals shall be recorded through the GEHTDS Form, or such other form as may be designated by the Designated Compliance Officer (collectively, "**GEHTDS Form**"), which includes the following details:

(i) description and estimated value;
(ii) purpose and occasion for the giving;
(iii) identity of the giver or recipient, including their organisation and role or influence in the Group's business;
(iv) frequency or recurrence of such giving; and
(v) any supporting documentation or witness(es).

The approval flow shall be as follows:

No.	Recipient / Giver	Approver
(i)	Employee (excluding Senior Management and CEO)	HOD
(ii)	Senior Management	CEO
(iii)	CEO	Relevant Board
(iv)	Director	CEO

4.2 Gifts

The Group adopts a "No Gift" policy, subject only to narrow exceptions. Employees and Directors shall not solicit or accept, nor give or offer, any gifts from or to Business Associates or any third party that may have a direct or indirect business interest or relationship with the Group, including any potential interest or relationship ("**Third Parties**").

However, the Group recognises that gifts may be offered and received in the ordinary course of customary business or cultural occasions, provided that the procedures and requirements set out below are strictly followed.

4.2.1 <u>Receiving Gifts</u>

The following procedures apply to Employees and Directors, who are offered or have received a gift from Business Associates or Third Parties (collectively, "**Recipient**"):

Situation	Gift Acceptable?	Required Action
<u>General Position</u> "No Gift" policy	No	The Recipient shall politely reject or return the gift with a note explaining the Group's "No Gift" policy.
<u>Permitted Situation (1)</u> Gift cannot reasonably be refused or returned	Subject to approval	(i) <u>Declaration</u>: The Recipient shall report the gift to the relevant Approver and record it in the GEHTDS Form. (ii) <u>Safekeeping</u>: Gift shall not be consumed and shall be safekept by the Recipient until the Approver determines otherwise. (iii) <u>Approval & Treatment</u>: (a) The Approver shall determine whether the gift may be accepted and, if so, its treatment, which may include: • donation to charity; • registration as company property for general use; • display in a common area; • sharing among Employees; or • retention by the Recipient. (b) In the event of an anonymous gift, it shall be delivered directly to the Designated Compliance Officer, who shall act as the Approver for such gift. (c) In the event the gift is rejected or cannot be accepted (including where it cannot be appropriately verified by the Approver), it shall be disposed of in a controlled and documented manner, as follows: • the gift shall be securely destroyed or otherwise disposed of in accordance with applicable internal policy or procedure; • the disposal process shall be overseen by the Approver to ensure propriety and transparency; and • the disposal shall be properly documented, including the reason for disposal, method used, date of disposal and appropriate supporting proof.

		If there is uncertainty, the Approver shall consult the Designated Compliance Officer. (iv) Record-keeping: The Recipient shall ensure that the decision and treatment of the gift are duly documented in the GEHTDS Form and retained in accordance with Section 14 of this Policy.
Permitted Situation (2) Low-value customary gift	Subject to conditions	Such gift may be accepted without reporting to the Approver or recording in the GEHTDS Form, provided all the following conditions are met: (i) Nature of Gift: (a) Token or promotional item of minimal value (e.g., pen, notepad, calendar) bearing the giver's corporate logo or branding; or (b) Fruit, flower or food hamper with approximate or actual value not exceeding RM300.00; (ii) Sharing of Gift: Must be shared within the Recipient's organisation or placed in a common area for general use; (iii) No Improper Influence: Must not be intended to: (a) influence any present or future act or decision by the Recipient; (b) induce the Recipient to perform or omit any act in violation of duties and responsibilities; or (c) induce the Recipient to use or direct any person to use their influence with a government body or official in connection with the Group's business; and (iv) Non-Recurring Gift: Must be received on an infrequent or occasional basis, such as on customary or festive occasions, and must not create a perception of undue influence.

4.2.2 Providing Gifts

The following procedures apply to Employees and Directors offering a gift to Business Associates or Third Parties (collectively, "**Giver**"):

Situation	Provision of Gift?	Required Action
General Position "No Gift" policy	No	The Giver shall not offer any gift to Business Associates or Third Parties.
Permitted Situation Business courtesy gift	Subject to approval	(i) Approval & Limits: Gift must be: (a) offered mainly as a business courtesy, unsolicited and not intended to influence

		(or be perceived to influence) business judgment; and (b) approved by the relevant Approver in accordance with: • the Group's Approval Matrix for non-operating expenses; • the Relevant Board's guidelines for gifts by Directors (if applicable); and • approved expense limits. (ii) <u>Record-keeping</u>: The Giver shall ensure that the approval and related expenses are duly documented in the GEHTDS Form and retained in accordance with Section 14 of this Policy.

4.3 Entertainment & Hospitality

The Group recognises that occasional entertainment and hospitality at a modest level, such as meals, receptions, tickets to events, and social, recreational or sporting activities, can be a legitimate way to foster good business relationships and is a common business practice.

However, Employees and Directors shall exercise proper care and judgment before accepting or providing entertainment and hospitality from or to Business Associates or Third Parties, to safeguard the Group and all related parties from any impropriety or undue influence which may give rise to a risk of bribery.

4.3.1 <u>Receiving Entertainment & Hospitality</u>

The following procedures apply to Employees and Directors, who are offered entertainment or hospitality by Business Associates or Third Parties (collectively, "**Recipient**"):

Situation	Entertainment/ Hospitality Acceptable?	Required Action
<u>General Position</u> "No Entertainment & Hospitality" policy	No	Entertainment and hospitality shall not be solicited or accepted if it is: (i) deemed excessive, inappropriate or illegal; and/or (ii) offered in response to, in anticipation of, or with the intent to influence business judgment.
<u>Permitted Situation</u> Legitimate business purpose	Subject to approval	(i) <u>Declaration</u>: The Recipient shall notify the relevant Approver and record the offer in the GEHTDS Form. (ii) <u>Approval & Limits</u>: The Approver shall determine whether the entertainment or hospitality may be acceptable, which must be modest in nature and intended solely to foster a healthy business relationship. In case of uncertainty as to appropriateness, the Recipient shall either decline the offer or consult the Approver (who may seek advice

		from the Designated Compliance Officer, if necessary). (iii) Record-keeping: The Recipient shall ensure that the decision is duly documented in the GEHTDS Form and retained in accordance with Section 14 of this Policy.

4.3.2 Providing Entertainment & Hospitality

The following procedures apply to Employees and Directors offering entertainment or hospitality to Business Associates or Third Parties (collectively, "**Giver**"):

Situation	Provision of Entertainment/ Hospitality?	Required Action
General Position "No Entertainment & Hospitality" policy	No	Entertainment and hospitality shall not be provided or offered if it is: (i) perceivable as excessive, inappropriate or illegal; and/or (ii) made in response to, in anticipation of, or with the intent to influence business judgment or to obtain any improper advantage for the Group.
Permitted Situation Legitimate business purpose	Subject to approval	(i) Approval & Limits: Entertainment or hospitality must be: (a) offered solely to foster a healthy business relationship; and (b) approved by the relevant Approver in accordance with: • the Group's Approval Matrix for non-operating expenses; • the Relevant Board's guidelines for entertainment or hospitality by Directors (if applicable); and • approved expense limits. (ii) Record-keeping: The Giver shall ensure that the approval and related expenses are duly documented in the GEHTDS Form and retained in accordance with Section 14 of this Policy.

4.4 Third-Party Travel

Business-related travel expenditures (including travel, meals or accommodations) may be incurred when engaging with Business Associates in connection with the Group's business, such as factory visits, site audits and business trips ("**Third-Party Travel**"). However, inappropriate, excessive or unnecessary Third-Party Travel poses a risk of bribery, particularly where the business activity involves a material interest of a specific party (e.g., auditors).

4.4.1 Receiving or Providing Third-Party Travel

The following procedures apply to Employees and Directors in relation to Third-Party Travel ("**Recipient**" in the case of receipt, and "**Giver**" in the case of provision of Third-Party Travel):

<table>
<tr><th>Situation</th><th>Third-Party Travel Permitted?</th><th>Required Action</th></tr>
<tr><td><u>General Position</u>

"No Third-Party Travel" policy</td><td>No</td><td>Third-Party Travel shall not be solicited, accepted or offered if it is:
(i) non-business-related travel (e.g., vacation trip, holiday, tour or the like); and/or
(ii) for any person not relevant for the performance of the work or task in question (e.g., family member with no official business role).</td></tr>
<tr><td><u>Permitted Situation</u>

Legitimate business purpose</td><td>Subject to approval</td><td>(i) <u>Approval & Limits</u>: Third-Party Travel must:
(a) be relevant and relate primarily to a legitimate business arrangement;
(b) be necessary for the performance of such business arrangement;
(c) be reasonable and proportionate in value, having regard to the circumstances (e.g., trip duration and recipient's seniority); and
(d) be approved by the relevant Approver in accordance with:
• the Group's Approval Matrix for non-operating expenses;
• the Relevant Board's guidelines for Third-Party Travel by or to Directors (if applicable); and
• approved expense limits.

(ii) <u>Record-keeping</u>: The Recipient or the Giver, as applicable, shall ensure that the approval and related expenses are duly documented in the GEHTDS Form and retained in accordance with Section 14 of this Policy.</td></tr>
</table>

4.5 Dealing with Public Officials

Extra caution must be exercised when dealing with public officials, as bribery of an Officer of a Public Body or a Foreign Public Official (collectively, "**Public Officials**") constitutes an offence under Sections 21 and 22 of the MACCA.

Employees, Directors and Business Associates who have dealings with Public Officials shall not engage, directly or through any third party, in any activity or transaction that may constitute, or be perceived as constituting, an attempt to bribe Public Officials.

4.5.1 <u>Providing Gifts, Entertainment, Hospitality & Third-Party Travel to Public Officials</u>

The following procedures apply to Employees, Directors and Business Associates offering or providing any gift, entertainment, hospitality or Third-Party Travel to Public Officials (collectively, "**Giver**"):

Situation	Provision Permitted?	Required Action
General Position Prohibition	No	No gifts, entertainment, hospitality and Third-Party Travel shall be offered or provided to Public Officials for or on behalf of the Group.
Permitted Situation Conditional approval by the CEO	Subject to approval	(i) Approval & Limits: Any offering or provision to Public Officials must: (a) not be deemed excessive, lavish or directed to Public Officials in their personal capacity; and (b) be approved by the CEO in accordance with: • the Relevant Board's guidelines; and • any applicable guidelines and/or practices of the relevant Public Body on the giving and receiving of gifts. (ii) Record-keeping: The Giver shall ensure that the approval and related expenses are duly documented in the GEHTDS Form and retained in accordance with Section 14 of this Policy.

5. DONATIONS, SPONSORSHIPS & CONTRIBUTIONS

5.1 Donations & Sponsorships

As part of its commitment to giving back to the communities where it operates, the Group provides donations and sponsorships in appropriate circumstances.

Employees and Directors must ensure that all donations and sponsorships by the Group comply with applicable laws and/or regulatory requirements, and are not used to circumvent or evade these laws or to facilitate corruption, illegal and money laundering activities.

5.1.1 <u>Providing Donations & Sponsorships</u>

The following procedures apply to all requests for donations and sponsorships by the Group:

Situation	Provision Permitted?	Required Action
Permitted Situation Conditional approval by the CEO	Subject to approval	(i) Declaration: Employees ("**Giver**") shall first submit any donation or sponsorship request, together with the relevant details and supporting documentation, via the GEHTDS Form to the Designated Compliance Officer. (ii) Review & Assessment: The Designated Compliance Officer shall assess the request based on the following criteria: (a) the objective of such request aligns with the Group's internal policies (if applicable), values and cultures; (b) the intended recipient is legitimate and non-public affiliated, with proper due diligence/background checks conducted;

		(c) no risk of a perceived improper advantage for the Group; and (d) such request complies with: • the Group's Approval Matrix for non-operating expenses; and • any applicable guidelines and/or practices of the relevant Public Body, if such request is to a Public Body. (iii) <u>Recommendation for Approval</u>: If the request meets the above criteria and is reasonably ascertained to be legitimate, the Designated Compliance Officer shall recommend it for approval by the CEO. (iv) <u>Monitoring</u>: Once a donation or sponsorship has been made, the relevant business unit of the Group ("**Relevant Department/Unit**") shall validate the proper utilisation of such donation or sponsorship, and where possible, assess whether its objective has been achieved. (v) <u>Record-keeping</u>: The Relevant Department/ Unit shall compile and keep a trail of documentary evidence relating to such donation or sponsorship (including the duly approved GEHTDS Form and all expenses incurred) in accordance with Section 14 of this Policy.

5.2 Political Contributions

The Group has no political affiliation and will not make any political contributions or favours.

5.2.1 <u>Providing Political Contributions</u>

The following procedures apply to Employees, Directors and Business Associates in relation to contributions or donations to any political parties, politicians or political campaigns (collectively, "**Political Contributions**"):

Situation	Provision Permitted?	Required Action
<u>General Position</u> Strict prohibition	No	(i) Political Contributions for or on behalf of the Group are strictly prohibited. (ii) Nothing in this Policy prohibits Employees or Directors from making Political Contributions in their personal capacity, without any association with or representation of the Group. Where such contributions could reasonably be perceived to relate to their role or dealings with the Group, Employees and Directors are encouraged to voluntarily disclose them to the Designated Compliance Officer (or, in the case of Directors, the

		Company Secretary) to manage potential conflict of interest.

6. FACILITATION PAYMENTS

For the purpose of this Policy, facilitation payments refer to any unofficial or improper payment or benefit, whether made using personal or company funds, given to any individual or organisation to secure, expedite or influence the performance of a routine or necessary action which the Group or the general public is otherwise legally entitled. Facilitation payments are considered a form of bribery, are often of small value, and may be solicited in both public and private sectors.

Examples of circumstances where facilitation payments may be typically requested include:

(i) obtaining release of perishable goods from customs, seeking immigration entry clearance, or securing approvals, clearances or non-action on complaints or inspections; and

(ii) payments or benefits requested by government or regulatory officials in exchange for preferential treatment, such as expedited processing of documents.

For clarity, payments made for a lawful express or preferential service, such as officially offered expedited passport or visa services, do not constitute facilitation payments or bribery, provided that all of the following conditions are met:

(i) the service is openly available to everyone;

(ii) the payment is made in accordance with an official and published fee schedule;

(iii) the payment is made to the relevant organisation or authority, not to an individual; and

(iv) an official receipt is issued for the payment.

6.1 Making Facilitation Payments

This section sets out the Group's policy and procedures on facilitation payments and applies to Employees, Directors and Business Associates:

Situation	Permitted?	Required Action
<u>General Position</u> Facilitation payments are strictly prohibited.	No	Any request, demand or suggestion for a facilitation payment shall be refused and the incident shall be immediately reported to the Designated Compliance Officer.
<u>Exceptional Situation</u> A facilitation payment may be made only in exceptional circumstances, where an individual is subject to genuine and immediate duress or coercion and there is a real threat to health, safety or liberty.	Subject to conditions	Where a facilitation payment is made under genuine threat to health, safety or liberty: (i) <u>Declaration</u>: The incident shall be immediately reported to the Designated Compliance Officer, with the following details: (a) date and time of the incident; (b) service or routine action sought; (c) identity of person(s) involved; (d) nature of the threat and circumstances; and

Such payments are permitted only as a last resort and strictly subject to the procedures herein.		(e) amount requested or paid, and source of payment. Employees shall submit the above information via the GEHTDS Form and retain it in accordance with Section 14 of this Policy. (ii) Reporting to Authorities: Where required, the Designated Compliance Officer shall report the incident in accordance with Section 25 of the MACCA. (iii) Protection from Retaliation: The Group will not take adverse or disciplinary action against any person who makes a facilitation payment in good faith and in accordance with this Policy to protect their health, safety or liberty.

7. ALLEGATIONS OF CORRUPTION OR MISCONDUCT

Where any Employee or Director is implicated in alleged corruption, bribery or related misconduct through media reports, public disclosures, social media or internal sources, the matter must be promptly reported to the Designated Compliance Officer (or the Relevant Board, in the case of a Director) for preliminary assessment and appropriate action.

All such allegations shall be handled objectively and confidentially in accordance with the Group's applicable policies, including the Whistleblowing Policy (where applicable). No adverse action shall be taken solely on the basis of unverified allegations, and appropriate due process shall be observed prior to the imposition of any disciplinary or remedial measures.

8. FINANCIAL & NON-FINANCIAL CONTROLS

The Group adopts a clear segregation of functions and duties across all financial and non-financial functions and decision-making processes. The Group's Approval Matrix defines the appropriate approval levels for all transactions and matters to ensure proper oversight, accountability and to minimise the risk of abuse or misuse of authority.

9. OPERATIONAL FUNCTIONS VULNERABLE TO BRIBERY & CORRUPTION

Certain operational functions within the Group may be exposed to higher bribery and corruption risks. Accordingly, these functions are subject to more stringent provisions and enhanced preventive measures. This does not diminish the importance of vigilance and strict compliance across all operations.

Bribery and corruption are serious offences and must always be addressed with the utmost diligence. Employees are expected to remain alert to potential gaps or weaknesses, which may arise depending on the specific circumstances.

10. RECRUITMENT OF EMPLOYEES

10.1 Recruitment

The Group shall conduct recruitment in a fair and transparent manner to prevent the appointment of unethical or unsuitable candidates and to avoid any risk of bribery, favouritism or nepotism.

Appropriate due diligence shall be conducted when appointing board members and recruiting employees, particularly for senior management positions and employees assigned to a department or function that is more vulnerable to bribery and corruption risks.

10.2 Employee Integrity & Compliance

Employees are required to comply with the provisions, principles and standards of this Policy. Accordingly, Employees shall provide written acknowledgment confirming that they have read, understood and will comply with this Policy, by completing the relevant declaration form prescribed by the Head of Human Resource, as and when required, including but not limited to the following circumstances:

(i) when an existing Employee assumes a new position within the Group; and

(ii) prior to or upon the appointment of a new Employee, through the completion of the Integrity Declaration Form for Employees (**Appendix 1**).

Employment contracts shall contain appropriate provisions on compliance with the Group's anti-bribery and anti-corruption requirements, including the right to impose disciplinary action and/or terminate employment for non-compliance, as well as such other related requirements as the Group may determine from time to time.

11. BUSINESS DEALINGS WITH INTEGRITY

The Group is committed to conducting business only with Business Associates and Third Parties who uphold the same ethical and integrity standards as the Group.

The Group expects all Business Associates to acknowledge and comply with the provisions, principles and standards of this Policy. Such acknowledgement and compliance shall be documented through the Integrity Declaration Form for Business Associates (**Appendix 2**), which must be completed, signed and submitted prior to or during their official appointment or engagement with the Group. Existing Business Associates shall submit such acknowledgement and adherence as otherwise required by the Group, to ensure ongoing compliance with this Policy.

Contracts with Business Associates shall contain appropriate provisions on compliance with the Group's anti-bribery and anti-corruption requirements, including the right to terminate agreements and/or take such other actions for non-compliance, as well as such other related requirements as the Group may determine from time to time.

Franchisees, associated and affiliated companies of the Group are strongly encouraged to establish anti-bribery and anti-corruption policies aligned with the principles and standards of this Policy.

In all circumstances, Business Associates must strictly comply with the Group's anti-bribery and anti-corruption requirements.

12. BRIBERY & CORRUPTION RISK ASSESSMENT

Bribery and corruption risk assessment forms the foundation of the Group's anti-bribery and anti-corruption framework. The Group should conduct such risk assessments periodically, and whenever there are material changes in law or business circumstances, to identify, evaluate and prioritise relevant internal and external risks.

In compliance with Paragraph 15.29 of the Listing Requirements of Bursa Securities, bribery and corruption risk shall also be incorporated into the Group's annual risk assessment.

13. TRAINING & COMMUNICATION

Training is essential to secure the commitment of the Directors, Employees and Business Associates to the Group's anti-bribery and anti-corruption standards, and to equip them with the awareness and skills to manage related risks. All Employees and Directors are required to participate in training programmes conducted by the Group, as and when required. Business Associates are strongly encouraged to adopt training and awareness measures consistent with the principles and standards of this Policy.

Top-level management, with the support of the Human Resource Department, shall determine key anti-bribery and anti-corruption messages and ensure they are communicated effectively through appropriate internal and external channels, taking into account different audiences, localities and languages.

14. RECORD-KEEPING

Proper, accurate and complete records and documentation of all transactions and matters involving the Group shall be compiled and maintained within the Relevant Department/Unit, as such records serve as evidence that transactions are conducted in good faith and not for corrupt or unethical purposes.

All GEHTDS Forms, duly completed and signed by the Relevant Department/Unit in accordance with this Policy, shall be submitted to the Designated Compliance Officer for review at least on a quarterly basis, or as soon as the documentation becomes available.

All documentation required under this Policy shall be retained by the relevant party as follows:

No.	Type of Documentation	Retention Party
(i)	Policy-related documentation, including but not limited to: (a) Integrity Declaration Forms for Business Associates and/or conflict of interest declarations; (b) Contracts with Business Associates, together with the related due diligence records; (c) Records of gifts, entertainments, hospitality, Third-Party Travel, donations, sponsorships and facilitation payments, together with the duly completed GEHTDS Forms; and (d) Any other documentation required under this Policy.	Relevant Department/Unit
(ii)	Employee-related documentation, including but not limited to: (a) Integrity Declaration Forms for Employees and/or conflict of interest declarations; (b) Employment contracts; and (c) Other employment-related records required under this Policy.	Human Resource Department
(iii)	Anti-bribery and anti-corruption communication and training materials, including the attendance records.	Human Resource Department or other relevant department

(iv)	Oversight and compliance documentation, such as: (a) GEHTDS Form submitted by the Relevant Department/Unit; and (b) Written records evidencing due diligence undertaken and mitigation of identified risks.	Designated Compliance Officer
(v)	Documentation relating to the bribery and corruption risk assessments.	Finance Department

15. AMENDMENTS & REVIEW

This Policy shall be reviewed at least once every three (3) years or as necessary, to ensure its continued effectiveness, relevance and alignment with applicable laws and regulations.

SEMHB reserves the right to vary and/or amend the terms of this Policy as it deems necessary. The approval authority for amendments shall be as follows:

Type of Change	Approver(s)
Material changes, defined as amendments arising from revisions to the MACCA or other applicable anti-corruption laws.	Board of Directors of SEMHB
Non-material changes, including internal updates to align with the latest guidelines, circulars, directives, orders, framework, policies or other subsidiary regulations issued by governmental or regulatory authorities, as well as operational refinements.	Anti-Bribery and Anti-Corruption Committee of 7-Eleven Malaysia Sdn Bhd

The latest approved version of this Policy, as may be made available on SEMHB's corporate website, shall supersede all previous versions and shall constitute the sole reference point for the subject matter hereof from the effective date of approval.

Any recommendation for amendments to this Policy may be submitted to the Designated Compliance Officer or via legal.businessintegrity@7eleven.com.my, for consideration.

Appendix 1

Integrity Declaration Form for Employees ("Declaration Form")

Employee Information		
Name	:	
Position	:	

Declarations

1. I agree to comply with all applicable laws and regulations in the conduct of business or service related to the operations of 7-Eleven Malaysia Holdings Berhad and its group of companies ("**Group**").

2. I agree to abide by the terms and conditions governing my appointment or employment with the Group, including but not limited to:

   (i) any official contract(s), employment letter(s), letter(s) of offer, letter(s) of appointment, engagement letter(s), or any other similar document(s);

   (ii) the terms and conditions of employment;

   (iii) the employment code of conduct & ethics; and

   (iv) the Group's Anti-Bribery & Anti-Corruption Policy and Procedure.

3. I undertake to conduct myself in an ethical manner at all times and confirm that I will not engage in any form of bribery in the performance of my duties and responsibilities for the Group.

4. I acknowledge and understand that any failure to comply with Clauses 1 to 3 of this Declaration Form may result in the Group reviewing my appointment or employment, which may lead to disciplinary action, dismissal and/or potential reporting of any instances of bribery and corruption to the relevant authorities.

5. I declare, to the best of my knowledge and belief, that:

   ☐ I am not aware of any actual, potential, or perceived conflict of interest with the Group or its stakeholders.

   ☐ apart from the actual, potential, or perceived conflict of interest situations declared in **Appendix A of this Declaration Form**, I am not aware of any other actual, potential, or perceived conflict of interest situations with the Group or its stakeholders.

   (tick whichever is applicable)

   I agree to promptly notify the Group of any new actual, potential, or perceived conflict of interest.

6. I further declare that:

   ☐ I have never been convicted of any crime or offence, other than traffic offence(s) (if any).

   ☐ I have been convicted of the following crime(s) or offence(s).

   (tick whichever is applicable and provide details below, if relevant)

   To provide a brief description of conviction(s), if any:

Acknowledgement

I hereby declare that all information provided in this Declaration Form (including the accompanying Appendix A) is, to the best of my knowledge and belief, true, complete, and accurate. I understand that if any information provided in this Declaration Form is found to be untrue, incomplete or inaccurate, the Group reserves the right to review my appointment or employment, which may result in disciplinary action, dismissal and/or potential reporting of any instances of bribery and corruption to the relevant authorities.

I further acknowledge and consent to the collection, use and processing of my personal data provided herein in accordance with the Group's Personal Data Protection Policy.

Name: ______________________________

Identity Card/ Passport Number: ______________________________

Signature: ______________________________

Date: ______________________________

Appendix A – Declaration of Conflict of Interest Situations

Employee Information		
Name	:	
Position	:	

Conflict of Interest Disclosure

You are required to disclose, to the best of your knowledge and belief, any actual, potential, or perceived conflict of interest situations with 7-Eleven Malaysia Holdings Berhad and its group of companies ("**Group**"), which may include but not limited to the following:

(i) a Director or Employee of the Group having a Close Relationship with an external stakeholder with whom the Group has business relations (such as a counterparty of a material contract or a governmental body issuing material licences and/or permits);

(ii) a Director or Employee of the Group having a Close Relationship with another Director or Employee of the Group;

(iii) a Director or Employee of the Group having a Close Relationship with a recipient of donations or sponsorships made by the Group; and

(iv) a Director or Employee of the Group having a Close Relationship with a competitor of the Group or a party with a direct interest or conflicting interest in relation to the Group.

<u>Note:</u>

For the purpose of this Declaration,

(a) "Close Relationship" refers to any of the following situations:

(i) being a family member of the other person, where "family" shall have the definition provided in Bursa Malaysia Securities Berhad's Main Market Listing Requirements, i.e.:

1) spouse;
2) parent;
3) child including an adopted child and step-child;
4) sibling; and
5) spouse of an individual referred to in 3) and 4) above;

(ii) holding a position as a director, major shareholder, partner, or a person with executive power in an entity or organisation;

(iii) being a family member of an individual referred to in (ii) above; and

(iv) being a person who is accustomed or obligated, whether formally or informally, to act in accordance with the directions, instructions, or wishes of the other person.

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Conflict of Interest Declaration Table

No.	Name of conflicted party (actual/ potential/ perceived)	Relationship with conflicted party	Nature of conflict of interest situation with the Group and detailed description (e.g., shareholdings/ directorships/ family relationships)
(i)			
(ii)			
(iii)			
(iv)			
(v)			
(vi)			
(vii)			

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Appendix 2
Integrity Declaration Form for Business Associates ("Declaration Form")

Business Associate Information		
Name of organisation ("**Entity**")	:	
Nature of business relationship with the Group	:	

Declarations

1. The Entity agrees to comply with all applicable laws and regulations governing its business.

2. The Entity agrees to adhere to the terms and conditions governing the business relationship with 7-Eleven Malaysia Holdings Berhad and its group of companies ("**Group**"), including but not limited to:

   (i) any official contract(s), letter(s) of offer, letter(s) of appointment, engagement letter(s), or any other similar document(s) (collectively, "**Relevant Agreements**"); and

   (ii) the Group's Anti-Bribery & Anti-Corruption Policy and Procedure.

3. The Entity undertakes to conduct its business with integrity and in an ethical manner at all times, as well as confirm that it will not engage in any corrupt conduct (including offering, giving, soliciting, or accepting bribes), especially in relation to the provision of goods and/or services to the Group.

4. The Entity acknowledges and understands that any failure to comply with Clauses 1 to 3 of this Declaration Form may result in the Group exercising its right to terminate the service or business arrangements (as established under the Relevant Agreements), initiate legal action and/or report any instances of bribery and corruption to the relevant authorities.

5. The Entity declares, to the best of its knowledge and belief, that:

   ☐ the Entity is not aware of any actual, potential, or perceived conflict of interest with the Group or its stakeholders.

   ☐ apart from the actual, potential, or perceived conflict of interest situations declared in **Appendix A of this Declaration Form**, the Entity is not aware of any other actual, potential, or perceived conflict of interest situations with the Group or its stakeholders.

   (tick whichever is applicable)

   The Entity agrees to promptly notify the Group of any new actual, potential, or perceived conflict of interest.

6. The Entity further declares that:

   ☐ the Entity has never been convicted of any financial or commercial crime.

   ☐ the Entity has been convicted of the following financial or commercial crime(s).

   (tick whichever is applicable and provide details below, if relevant)

   To provide a brief description of conviction(s), if any:

Acknowledgement

On behalf of the Entity, I hereby declare that all information provided in this Declaration Form (including the accompanying Appendix A) is, to the best of my knowledge and belief and that of the Entity, true, complete, and accurate. The Entity understands that if any information provided in this Declaration Form is untrue, incomplete or inaccurate, the Group reserves the right to terminate the service or business arrangements (as established under the Relevant Agreements), initiate legal action and/or report any instances of bribery and corruption to the relevant authorities.

I further acknowledge and consent to the collection, use and processing of any personal data provided herein in accordance with the Group's Personal Data Protection Policy.

Name of Authorised Signatory: ______________________________

Identity Card/ Passport Number: ______________________________

Signature: ______________________________

Designation: ______________________________

Name of Entity:

Company Stamp: ______________________________

Date: ______________________________

Appendix A – Declaration of Conflict of Interest Situations

Business Associate Information		
Name of organisation (“**Entity**”)	:	
Nature of business relationship with the Group	:	

<u>Conflict of Interest Disclosure</u>

As a Business Associate of 7-Eleven Malaysia Holdings Berhad and its group of companies (“**Group**”), you are required to disclose, to the best of your knowledge and belief, any actual, potential, or perceived conflict of interest situations, which may include but not limited to the following:

(i) you have a Close Relationship with a Director or Employee of the Group;

(ii) you have a Close Relationship with an external stakeholder who has a business relationship with the Group (such as a counterparty of a material contract or a governmental body issuing material licenses and/or permits); and

(iii) you have a Close Relationship with a recipient of donations or sponsorships made by the Group.

<u>Note:</u>

For the purpose of this Declaration,

(a) “Business Associates” includes associated and affiliated companies of the Group, franchisees, partners, vendors, suppliers, contractors, sub-contractors, professionals, consultants, agents, representatives, and others performing work or services for or on behalf of the Group;

(b) “Close Relationship” refers to any of the following situations:

(i) being a family member of the other person, where “family” shall have the definition provided in Bursa Malaysia Securities Berhad’s Main Market Listing Requirements, i.e.:

1) spouse;
2) parent;
3) child including an adopted child and step-child;
4) sibling; and
5) spouse of an individual referred to in 3) and 4) above;

(ii) holding a position as a director, major shareholder, partner, or a person with executive power in an entity or organisation;

(iii) being a family member of an individual referred to in (ii) above; and

(iv) being a person who is accustomed or obligated, whether formally or informally, to act in accordance with the directions, instructions, or wishes of the other person.

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Conflict of Interest Declaration Table

No.	Name of conflicted party (actual/ potential/ perceived)	Relationship with conflicted party	Nature of conflict of interest situation with the Group and detailed description (e.g., shareholdings/ directorships/ family relationships)
(i)			
(ii)			
(iii)			
(iv)			
(v)			
(vi)			
(vii)			

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