



EXSIM HOSPITALITY BERHAD
Registration No.: 198301000236 (95469-W)
(Incorporated in Malaysia)

WHISTLEBLOWER POLICY

Contents

1.0	INTRODUCTION.....	2
2.0	PURPOSE/OBJECTIVE.....	2
3.0	INTERPRETATION	2
4.0	SCOPE OF POLICY	5
5.0	REPORTING PROCEDURES	5
6.0	INVESTIGATION PURSUANT TO DISCLOSURE	7
7.0	CONFIDENTIALITY	9
8.0	PROTECTION OF WHISTLEBLOWER.....	10
9.0	REVOCATION OF WHISTLEBLOWER’S PROTECTION.....	11
10.0	POWER TO ACCESS RECORDS AND PREMISES	12
11.0	CHANGES TO POLICY	12
12.0	LANGUAGE	12

APPENDICES

APPENDIX	TITLE
1	Whistleblower Form
2	Reporting Procedures
3	Investigation Process
4	Dealing with Report Findings
5	Dealing with Complaint of Detrimental Action

1.0 **INTRODUCTION**

- 1.1 The Company is committed in promoting and maintaining high standards of transparency, accountability and ethics in the workplace. In line with good corporate governance and with the introduction of the Whistleblower Protection Act 2010 and Whistleblower Protection (Amendment) Act 2025, 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.
- 1.2 This Policy shall take effect on the Effective Date.

2.0 **PURPOSE/OBJECTIVE**

- 2.1 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.
- 2.2 This Policy shall be read together with the Company's Code of Conduct and Discipline.

3.0 **INTERPRETATION**

- 3.1 For the purpose of this Policy, unless the context otherwise requires:

Audit Committee/AC	Refers to the Audit Committee for the respective companies under the Exsim Hospitality Berhad ("EHB") Group
Authorized Officers/AO	Refers to the persons specified in Section 5.1.1 to Section 5.1.3 and any person authorized by the Managing Director or the AC
Board	Refers to the Boards for the respective companies under the Exsim Hospitality Berhad ("EHB") Group
Business partner	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-to-end procurement chain.
Chairman of the Audit Committee/CAC	Mean the Chairman of the Audit Committee of EHB
Code of Conduct and Discipline	Refers to the Company's Code of Conduct and Discipline for Executives and Employees
Company	Refers to EHB and its Group of Companies
Complaint	Refers to complaint of detrimental action by the whistleblower

3.1 For the purpose of this Policy, unless the context otherwise requires: (cont'd)

Confidential information	Includes: <ul style="list-style-type: none">(a) Information about the identity, occupation, residential address, work address or whereabouts of:<ul style="list-style-type: none">(i) A whistleblower; and(ii) 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
Detrimental action	Includes: <ul style="list-style-type: none">(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 disciplinary action; and(d) A threat to take any of the actions referred to in paragraphs (a) to (c);
Disclosure	Refers to any disclosure of improper conduct
Effective Date	Refers to the date on which the Whistleblowing Policy comes into force and any disclosures made on or after this date shall be governed by the provisions outlined in the Whistleblowing Policy
Executive Director/ED	Means the Executive Director of EHB
Form	Refers to the Internal Whistleblower Form in APPENDIX 1 hereto
Managing Director/MD	Means the Managing Director of EHB

3.1 For the purpose of this Policy, unless the context otherwise requires: (cont'd)

Improper conduct	Refers to any conduct which if proved, constitutes a disciplinary offence or a criminal offence, and includes but not limited to: <ul style="list-style-type: none">(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 and Discipline, 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;
Investigator	Refers to such specific persons assigned to carry out investigation into the matter disclosed
Policy	Refers to the Company's internal whistleblower Policy
Report	Means the investigation report prepared and submitted at the conclusion of the investigation
Special Investigation Committee/SIC	Refers to special investigation committee set up in accordance with Section 6.2.3 below
Whistleblower	Refers to any person who makes a Disclosure under this Policy

3.2 Words importing the singular number include the plural and vice versa and words importing the masculine, feminine or neuter gender shall include all genders.

4.0 **SCOPE OF POLICY**

- 4.1 This Policy shall apply to all employees and business partners of the Company.
- 4.2 Any employee (including part-time, contract or temporary staff) or a business partner may make a Disclosure to the Authorized Officers which he has become aware of, or genuinely suspects based on his reasonable belief that any person has engaged, is engaged or is preparing to engage in any improper conduct.
- 4.3 A whistleblower is said to have '**reasonable belief**' if an average person presented with similar circumstances might believe that a person has engaged, is engaged or is preparing to engage in any improper conduct.
- 4.4 A Disclosure under Section 4.2 above may also be made notwithstanding that:
- 4.4.1 The employee or business partner making the Disclosure is not able to identify a particular person to which the Disclosure relates; or
- 4.4.2 The improper conduct had occurred before the Effective Date.

5.0 **REPORTING PROCEDURES**

- 5.1 A whistleblower may make a Disclosure directly to the following persons:
- 5.1.1 Managing Director; or
- 5.1.2 Executive Director; or
- 5.1.3 Chairman of the Audit Committee.
- 5.2 A Disclosure may be made in the following manner:
- 5.2.1 Verbally or in writing;
- 5.2.2 If verbally, to contact the Authorized Officers directly. All verbal Disclosure shall be documented in writing by the AO and to be confirmed by the whistleblower as soon as it is practicable to avoid any misunderstanding or misinformation.

- 5.2.3 If in writing, the whistleblower may use an open format letter, however, the whistleblower is encouraged to make a Disclosure via the Form in **APPENDIX 1** hereto. The letter or Form must be submitted in the following manner: (a) **Via Email:** to the Chairman of the Audit Committee at the dedicated email address: ac-chairman@exsimgroup.com or (b) **Physical Delivery (by hand or post):** The document must be properly sealed in an envelope labeled **'PRIVATE AND CONFIDENTIAL – TO BE OPENED BY ADDRESSEE ONLY'** and delivered by hand or post at:

Authorized Officers

**Managing Director/
Executive Director**

Address

D-35-01, Level 35, EXSIM Tower, Millerz Square@Old
Klang Road, Megan Legasi, No. 357, Jalan Kelang Lama,
58000 Kuala Lumpur

Tel No.

+603-7963 1999

Chairman, Audit Committee

Email

ac-chairman@exsimgroup.com

Address

Exsim Hospitality Berhad
D-35-01, Level 35, EXSIM Tower, Millerz Square@Old
Klang Road, Megan Legasi, No. 357, Jalan Kelang Lama,
58000 Kuala Lumpur

- 5.3 Any anonymous disclosure will not be entertained and as such any employee or member of the public who wishes to report any improper conduct is required to disclose his/her identity.
- 5.4 If the Disclosure is made to the persons stated in Section 5.1.2 to Section 5.1.3 above, such persons may direct the AO and/or any other specific person to conduct a preliminary assessment on the credibility and seriousness of the Disclosure.
- 5.5 The AO or such other specific person directed by the MD or AC shall conduct a preliminary assessment on the following and report their findings to the MD or AC as the case may be:
- 5.6 Seriousness of the Disclosure;
- 5.7 Credibility of the Disclosure and the whistleblower; and
- 5.8 Likelihood of confirming the Disclosure from reputable and reliable sources.
- 5.9 If the preliminary assessment indicates that the Disclosure is credible and serious, the AO or such other specific person directed by the MD or AC to conduct the preliminary assessment shall advise the MD or AC, as the case may be, on whether the Disclosure warrants an investigation to be carried out.
- 5.10 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.
- 5.11 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/division for appropriate steps or actions to be taken.
- 5.12 If and when a whistleblower wishes to withdraw his/her Disclosure, the whistleblower must write to the AO and provide reasons for the withdrawal. The Company reserves the right to proceed with investigation.

6.0 **INVESTIGATION PURSUANT TO DISCLOSURE**

6.1 Objectives

- 6.2.1 To collect information relating to the Disclosure as quickly as possible and may involve taking necessary steps to protect or preserve documents, materials, machineries and/or equipment;
- 6.2.2 To consider the information collected and draw conclusions objectively and impartially;
- 6.2.3 To maintain procedural fairness in the treatment of witnesses and the person who is the subject of the Disclosure; and
- 6.2.4 To make recommendations on the appropriate or further steps or actions to be taken arising from the Disclosure.

6.2 Authorities

- 6.2.1 If the MD or AC is of the view that the Disclosure warrants an investigation to be carried out, the MD or AC, as the case may be, shall assign an Investigator to carry out investigation into the Disclosure. The Investigator shall have the right to carry out the investigation under this Policy.
- 6.2.2 If the MD or AC is of the view that the Disclosure does not warrant an investigation to be carried out, the MD or AC, as the case may be, shall inform the whistleblower accordingly.
- 6.2.3 If the investigation of the Disclosure in Section 6.2.2 above could not be concluded or warrants further scrutiny and investigation, a Special Investigation Committee may be set up to investigate the Disclosure independently. The SIC shall consist of three (3) members of the same or higher rank than the person against whom the Disclosure had been made who are not directly involved with the matter and shall include at least one member of the AC.
- 6.2.4 The SIC may request for further investigation to be performed by the AO or such other specific persons decided by the SIC e.g. external auditors.

6.3 Conduct

- 6.3.1 The Investigator shall, as soon as it is practicable, conduct interviews with all relevant witnesses and every attempt must be made to gather all pertinent information and materials from all available sources.
- 6.3.2 All interviews and activities associated with the investigation must be documented in writing and filed for records purposes and used to support the findings, recommendations and/or actions or steps to be taken upon completion of the investigation.

6.4 Timeline

Wherever possible, investigations shall be concluded within thirty (30) days from the date of receipt of the assignment to investigate the Disclosure.

6.5 Report

- 6.5.1 At the conclusion of the investigation, the Investigator shall prepare and submit the Report to the MD or AC, as the case may be. The Report shall not disclose particulars likely to lead to the identification of the whistleblower.
- 6.5.2 The Report shall contain the following:
- (a) The allegation of improper conduct;
 - (b) An account of all the 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 the basis thereof;
 - (d) Recommendations on the appropriate or further steps or actions to be taken arising from such findings. This may include disciplinary actions including dismissal from employment or referring the matter to the appropriate authority for further action; and
 - (e) The steps needed to be taken by the Company to prevent the improper conduct from continuing or recurring in the future.
- 6.5.3 The Report shall be accompanied by:
- (a) The transcript or records of any oral evidence taken; and
 - (b) All documents, statements or exhibits received by the Investigator which had been accepted as evidence during the course of the investigation.

6.6 Findings

- 6.6.1 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; or
 - (b) The Disclosure constitutes a 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 against the person against whom the Disclosure is being made; or
 - (c) The Disclosure constitutes a criminal offence (including but not limited to serious fraudulent activities, criminal breach of trust, cheating, corruption, etc) or is serious and has significant adverse impact on the Company, the person to whom the Disclosure is made shall refer the matter to the MD and the Board for their attention and deliberation. The MD and the Board may refer the matter to the law enforcement agencies or statutory authorities or take any other steps or actions as they deem fit and necessary against the person against whom the Disclosure is being made.

6.6.2 Where the person to whom the Disclosure is made has referred the matter to the persons stated in Section 6.6.1 above, such persons shall, as soon as practicable, inform the person to whom the Disclosure is made:

- (a) The steps or actions taken, or intended to be taken arising from the findings of the investigation; or
- (b) The reasons for not initiating any steps or actions recommended by the Investigator, as the case may be.

6.6.3 The person to whom the Disclosure is made shall inform the whistleblower of the findings of the investigation and the actions or steps taken, or intended to be taken arising from such findings or the reasons for not initiating any steps or actions against the said person.

7.0 **CONFIDENTIALITY**

7.1 The identity of the whistleblower shall be kept **STRICTLY CONFIDENTIAL** at all times unless revoked pursuant to Section 9.0 below.

7.2 The identity of the whistleblower shall not be disclosed to any person without his consent except in situations provided under Section 7.3.1 to Section 7.3.3 below and in such situations, the whistleblower shall be notified prior to revealing his identity.

7.3 The whistleblower, the person to whom the Disclosure is made, the Investigator and any other person involved in the investigation shall not discuss or disclose any information relating to the Disclosure or any part thereof or the findings or outcome of the investigation except where:

7.3.1 It is made to those who are authorized under this Policy and have a legitimate need to know basis;

7.3.2 It is required by law or any statutory authority; or

7.3.3 It is made on a strictly confidential basis to a professionally qualified lawyer for the purposes of obtaining legal advice.

7.4 The whistleblower should not at any time:

7.4.1 Contact the person against whom the Disclosure is being made in an effort to determine facts or demand restitution; and

7.4.2 Discuss the matter, facts, suspicions or allegations relating to the Disclosure with any person except the persons authorized under this Policy.

7.5 All Reports, transcripts, records documents, statements, exhibits, etc relating to the Disclosure and the investigation shall be sealed and marked '**STRICTLY CONFIDENTIAL**' and stored securely by the Directors' Office for no fewer than seven (7) years.

8.0 PROTECTION OF WHISTLEBLOWER

8.1 All Disclosure must be made in good faith and must not be made for the purposes of personal advantage or gain or based on office gossip.

8.2 A whistleblower who makes a Disclosure in good faith and in compliance with this Policy shall be accorded with the following protections:

8.2.1 Protection of confidential information under Section 3.1 above;

8.2.2 Immunity against civil and criminal action; and

8.2.3 Protection against detrimental action.

The protections afforded under this Section 8.2 shall apply even if the information contained in the Disclosure is prohibited from being disclosed under any other written law (such as the Official Secrets Act 1972). This is conditional upon the Disclosure being made in good faith and strictly according to the procedures set out in this Policy, reflecting the spirit of the latest Whistleblower Protection Act 2010 amendments.

8.3 Detrimental Action

8.3.1 No person shall take or threaten to take detrimental action against a whistleblower in retaliation for a Disclosure.

8.3.2 A whistleblower may make a Complaint to the MD or AC of any detrimental action committed by any person against him.

8.3.3 Upon receipt of a Complaint, the MD or AC as the case may be, may direct the AO and/or any other specific person to conduct an investigation into the Complaint.

8.3.4 Upon completion of the investigation in Section 8.3.3 above, the AO or such other person directed to conduct the investigation shall record their findings and compile the report and investigation papers and submit the same to the MD or AC as the case may be.

8.3.5 If the findings of the investigation reveal that:

(a) The Complaint is not substantiated, the person to whom the Complaint is made shall inform the same to the whistleblower;

(b) The Complaint constitutes a disciplinary offence, the person to whom the Complaint is made shall refer the matter to the respective Human Resource Department of the Company for the appropriate disciplinary actions to be taken against the person against whom the Disclosure is being made; or

(c) The Complaint constitutes a criminal offence the person to whom the Complaint is made shall refer the matter to the MD and the Board for their attention and deliberation. The MD and the Board may refer the matter to the law enforcement agencies or statutory authorities or take any other steps or actions as they deem fit and necessary against the person against whom the Disclosure is being made.

8.3.6 Where the person to whom the Complaint is made has referred the matter to the persons stated in Section 8.3.5 above, such persons shall, as soon as practicable, inform the person to whom the Complaint is made:

(a) The steps or actions taken, or intended to be taken arising from the findings of the investigation; or

(b) The reasons for not initiating any steps or actions, as the case may be.

- 8.3.7 The person to whom the Complaint is made shall inform the whistleblower of the findings of the investigation and the actions or steps taken, or intended to be taken arising from such findings.
- 8.4 The whistleblower protection conferred under Section 8.0 above is not limited or affected in the event that the Disclosure does not lead to any disciplinary action or prosecution of the person against whom the Disclosure has been made.
- 9.0 **REVOCATION OF WHISTLEBLOWER'S PROTECTION**
- 9.1 The protection of the whistleblower under Section 8.0 above may be revoked in the following conditions:
- 9.1.1 The whistleblower himself has willfully participated in the improper conduct disclosed; or
- 9.1.2 The whistleblower willfully made a statement or provided information which he knows or reasonably believes to be false or untrue; or
- 9.1.3 The Disclosure is frivolous or vexatious; or
- 9.1.4 The Disclosure is made with malicious intent;
- 9.1.5 The Disclosure is made solely or substantially with the motive of avoiding dismissal or other disciplinary action; or
- 9.1.6 The whistleblower, in the course of making the Disclosure or providing further information commits an offence under the Act or under the Company's Code of Conduct and Business Ethics.
- 9.2 Offences under the Act:
- 9.2.1 Making false statement – Section 21;
- 9.2.2 Obstructing any authorized person from performing his duties under this Policy – Section 22;
- 9.2.3 Destroying, falsifying, etc documents – Section 23; and
- 9.2.4 Abetment and attempt to commit any offence under the Act – Section 24.
- Any person who commits an offence under the Act shall be liable to a fine not exceeding Ringgit Malaysia Twenty Thousand (RM20,000) or to imprisonment for a term not exceeding five (5) years or to both.
- 9.3 If the Investigator, upon completion of the investigation, is of the opinion that the whistleblower had committed any of the acts specified in Section 9.1.1 to Section 9.1.5 above which warrants revocation of the whistleblower's protection under the Act, the Investigator shall prepare and submit a report together with supporting documents to the person to whom the Disclosure is made.
- 9.4 Upon receipt of the report in Section 9.3 above, the person to whom the Disclosure is made shall refer the matter to the MD or AC for their attention and deliberation on whether the whistleblower's protection should be revoked.
- 9.5 If the MD or AC is of the view that the whistleblower's protection should not be revoked, the whistleblower shall continue to receive the whistleblower's protection under the Act.
- 9.6 If the MD or AC are of the view that the whistleblower's protection should be revoked, the person to whom the Disclosure is made shall give a written notice to that effect to the whistleblower.

- 9.7 The Company reserves the right to take disciplinary action against a whistleblower who had committed any of the acts specified in Section 9.1.1 to Section 9.1.5 above.

10.0 **POWER TO ACCESS RECORDS AND PREMISES**

- 10.1 The AC, MD or any person authorized by the AC or MD shall have:

10.1.1 Free and unrestricted access to all the Company's records and premises, whether owned or rented; and

10.1.2 The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any person who may use or have custody of any such items or facilities if it is within the scope of the investigation.

- 10.2 The Investigator shall have the power to access the records and premises provided it is approved in writing by the MD. In urgent cases, verbal approval may be obtained and to be confirmed in writing later.

11.0 **CHANGES TO POLICY**

- 11.1 The Company reserves the right to amend, modify, change and/or update this Policy from time to time and as and when required.

- 11.2 The Company shall inform all employees and/or its business partners of any amendment, modification, changes and/or updates to this Policy accordingly.

12.0 **LANGUAGE**

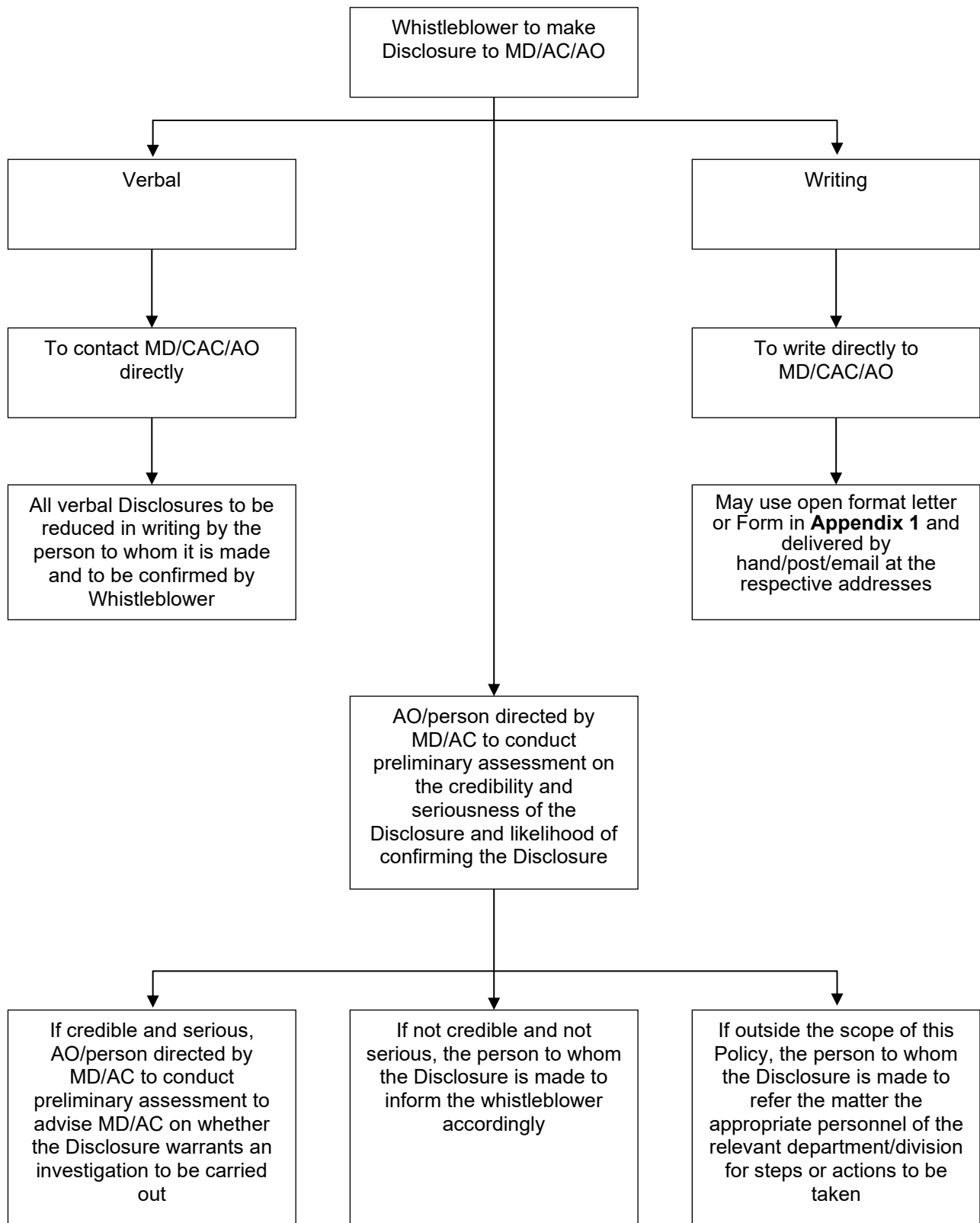
- 12.1 This Policy is issued in English language. In the event of any inconsistency, the English version shall prevail.

**WISTLEBLOWER FORM
PURSUANT TO WHISTLEBLOWER POLICY OF EHB GROUP**

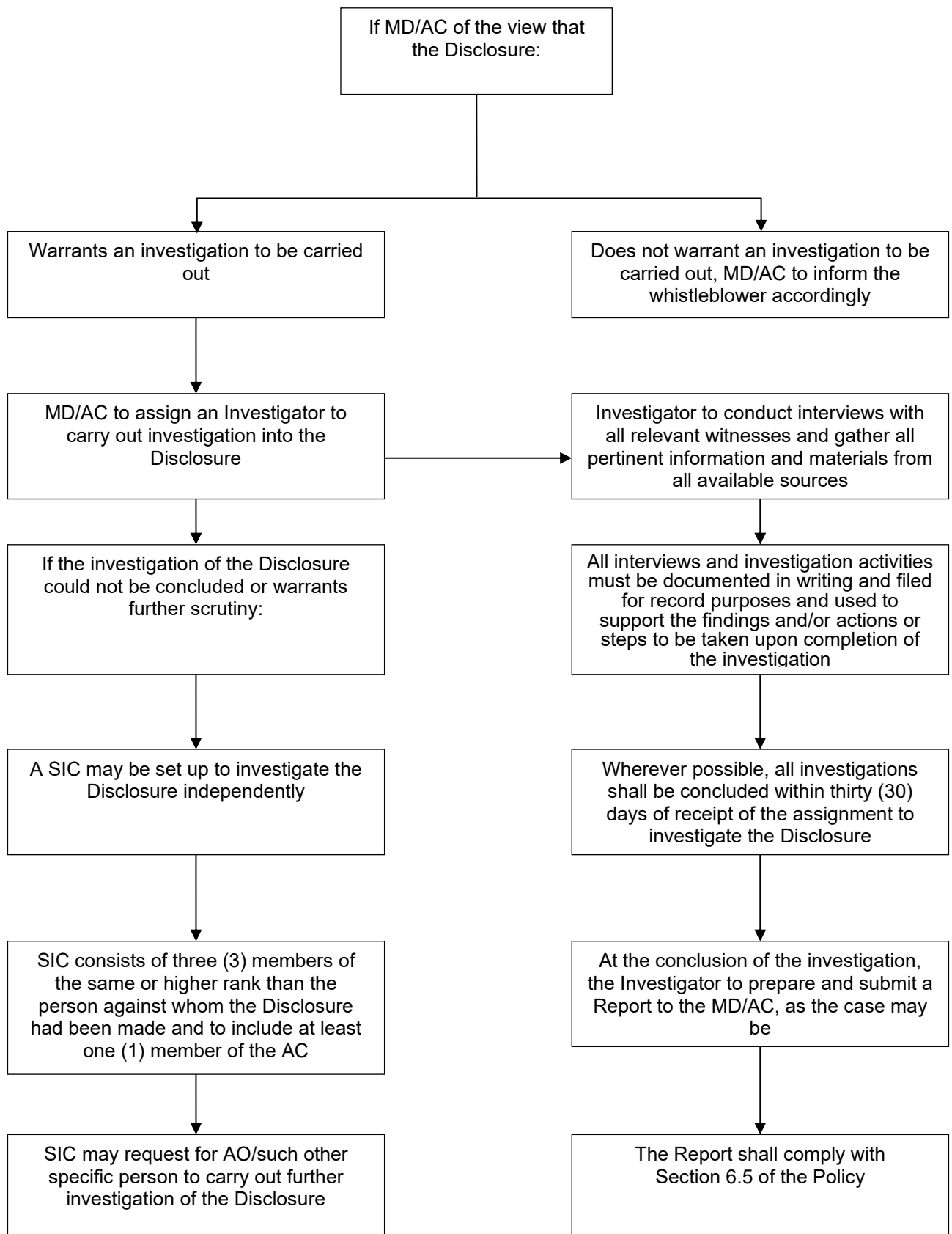
PARTICULARS OF WHISTLEBLOWER		
1	Name	
2	Contact No	
3	Email	
4	Company	
5	Division/Department	
PARTICULARS OF PERSON INVOLVED IN IMPROPER CONDUCT		
6	Name	
7	Company	
8	Division/Department	
9	Designation	
10	Relationship with whistleblower e.g. supplier, colleague, etc.	
PARTICULARS OF IMPORPER CONDUCT		
11	Date	
12	Time	
13	Place/Location	
14	Details of the incident/improper conduct	

15	Have you informed your superior or the Company's Management of the incident/improper conduct? If yes, who did you inform?	
DECLARATION		
16	I declare that all the information contained herein is to my reasonable belief.	
17	I understand that by signing this Form I shall be accorded the whistleblower's protection under Section 8.0 of the Policy.	
18	I understand that if any of the information herein is found to be untrue or in breach of any provisions of the Policy, the whistleblower's protection accorded to me under Section 8.0 of the Policy may be revoked.	
<p>Signature:</p> <p>Date:</p>		

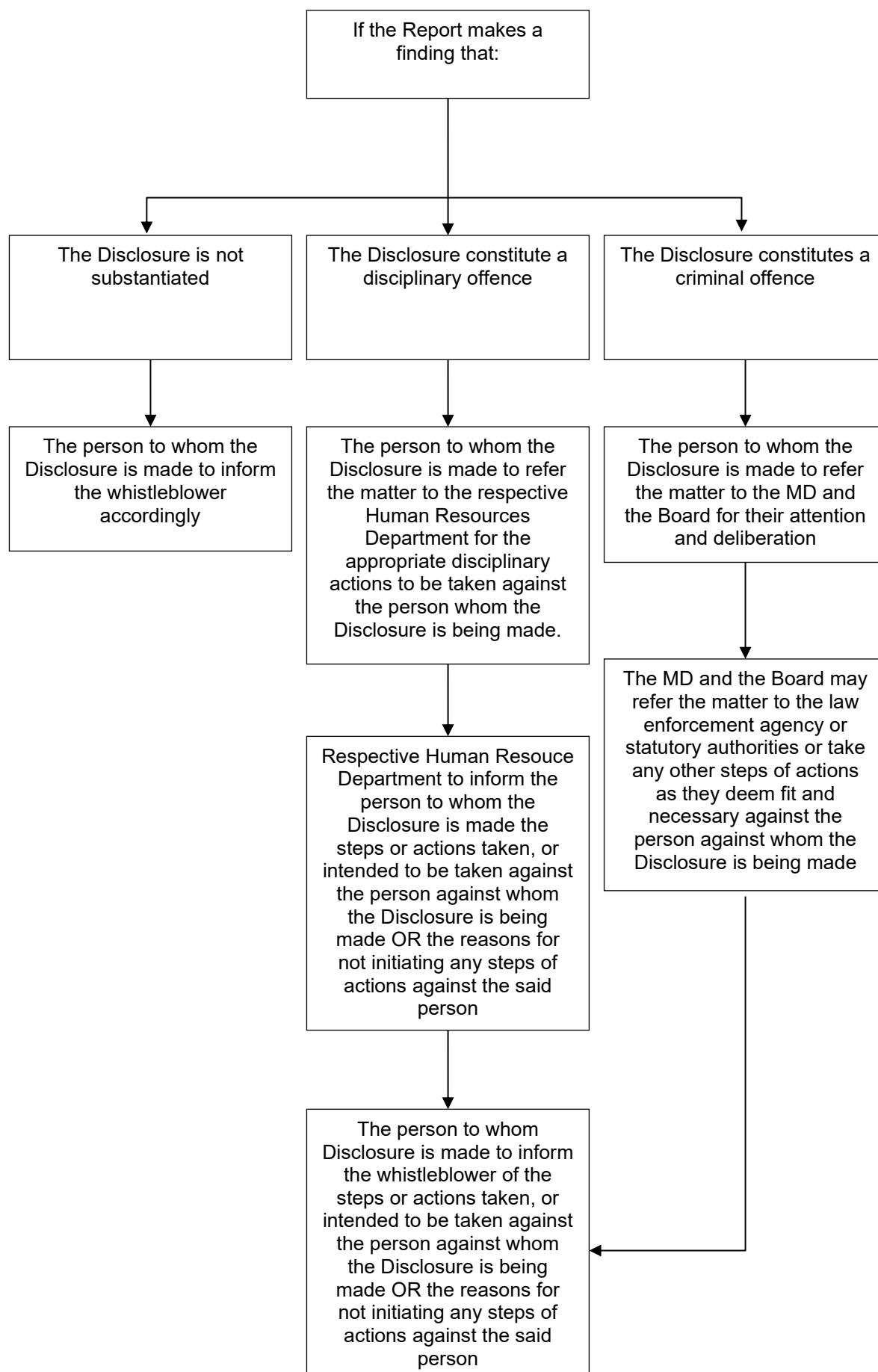
REPORTING PROCEDURES



INVESTIGATION PROCESS



DEALING WITH REPORTING FINDINGS



DEALING WITH COMPLAINT OF DETRIMENTAL ACTION