ANTI-BRIBERY & CORRUPTION POLICY

Ouch Free Sdn. Bhd., or a holding company or a subsidiary, or a subsidiary of a common holding company (including any individual, group, partnership, or other entity) of Ouch Free Sdn. Bhd. (“Ouch”, “we”, “us”, or “our”), are committed to maintaining the highest standards of integrity, transparency, accountability, and ethical conduct in all our business operations and professional activities.

Ouch adopts a zero-tolerance approach against all forms of bribery and corruption. Ouch is committed to acting professionally, fairly, and with integrity in all business dealings and relationships, and enforcing effective measures in compliance with the Malaysian Anti-Corruption Commission Act 2009 (MACC Act 2009), including Section 17A as introduced by the MACC (Amendment) Act 2018, and the Guidelines on Adequate Procedures issued pursuant to Section 17A(5).

When you access our website ("Platform"), engage our services, or enter into a business relationship with Ouch, you are deemed to have read, understood, and agreed to adhere to the principles outlined in this Anti-Bribery & Corruption Policy ("ABC Policy").

OBJECTIVE AND APPLICABILITY

This ABC Policy sets out Ouch’s zero-tolerance stance against bribery and corruption, provides clear operational guidance on gifts, hospitality, and business expenditures, and ensures adequate procedures are enforced to mitigate corrupt practices.

This Policy applies universally to all directors, officers, permanent, fixed-term, temporary, and contract employees, trainees, and interns of Ouch, and all business partners, partner underwriters, vendors, suppliers, contractors, consultants, agents, advisers, corporate clients, senior public officials, and any party performing work or services for or on behalf of Ouch.

DEFINITION OF BRIBERY, CORRUPTION, AND GRATIFICATION

- Bribery: The act of corruptly authorising, giving, agreeing to give, promising, offering, soliciting, receiving, or agreeing to receive any gratification as an inducement or reward to obtain or retain business, or secure any improper commercial advantage.
- Corruption: The abuse of entrusted power or position for personal gain or to benefit a third party.
- Gratification: Broadly defined under Section 3 of the MACC Act 2009 to include, but not limited to:
    - Cash, cash equivalents, loans, fees, rewards, or financial advantages;
    - Gifts, entertainment, hospitality, property, discounts, or rebates;
    - Employment, contracts, or agreements to render services;
    - Release, discharge, or liquidation of any loan or obligation; and
    - Any favor, protection from penalty, or exercise of official duty or forbearance.

DUE DILIGENCE MEASURES

Proper risk-based due diligence must be conducted on relevant parties or personnel prior to entering into any formalised business relationships or employment contracts.

- Scope: Applies to Board members, employees, key management personnel, agents, vendors, contractors, suppliers, consultants, and senior public officials.
- Methods: Due diligence methods include background and financial checks, document verification processes, conflict-of-interest screening, and structured interviews for key roles where corruption risk has been identified.
- Ongoing Monitoring: Relationship reviews and due diligence updates are conducted periodically to ensure ongoing alignment with Ouch's anti-bribery stance.

GIFTS, HOSPITALITY, AND BUSINESS EXPENDITURE

General Rule on Gifts ("No-Gift Policy")

As a general rule, Ouch practices a "No-Gift" approach. Employees and Associated Persons are expected to refuse or return any gift offered by third parties, with a polite explanation of Ouch's compliance policy provided to the giver.

Permissible Exceptions for Gifts

Reasonable, proportionate, and bona fide gifts or items that seek to present Ouch's services or establish cordial business relations are permitted strictly under the following limited circumstances:

- Nominal corporate gifts bearing the company logo (e.g., calendars, diaries, pens);
- Ceremonial exchange of gifts during official company visits, signing ceremonies, or public events;
- Festive gifts or hampers distributed during major festive seasons to selected valued client organisations (and shared at a corporate level); or
- Promotional items or token gifts provided to non-business external entities (e.g., registered charitable organisations).

Strict Prohibitions on Gifts and Entertainment

Under no circumstances shall the following be offered, given, solicited, or accepted:

- Cash or Cash Equivalents: Including angpows, e-angpows, traveler's cheques, gift cards, digital vouchers, or prepaid cards.
- Conflict of Interest / Quid Pro Quo: Any gift, meal, or entertainment offered or received with an expectation of a favor, reciprocal advantage (*quid pro quo*), or during an active tender, bidding process, or contract negotiation.
- Lavish or Frequent Entertainment: Excessive, inappropriate, or frequent entertainment that compromises professional judgment or independence.
- Unlawful Expenditure: Any expenditure that breaches Malaysian laws or regulatory standards.

Entertainment & Hospitality

A reasonable amount of business meal or entertainment expenditure is permitted solely for legitimate networking, fostering business relationships, or presenting Ouch's general solutions, provided it is transparent, modest, and pre-approved in accordance with financial authority limits. Any gift or entertainment item with an estimated value exceeding RM100 must be declared to and logged by the Legal and Compliance Department.

FACILITATION PAYMENTS AND KICKBACKS

Ouch strictly prohibits making, offering, soliciting, or accepting facilitation payments or kickbacks of any kind.

- Facilitation payments are unofficial, small payments made to government or administrative officials to secure or expedite routine, non-discretionary actions that Ouch is legally entitled to.
- Official, published statutory fees paid directly to public authorities against a formal legal receipt do not constitute facilitation payments.

DONATIONS, SPONSORSHIPS, AND POLITICAL CONTRIBUTIONS

Ouch maintains strict political neutrality and strictly prohibits making direct or indirect political donations, contributions, or sponsorships to political parties, candidates, or political campaigns.

Ouch only makes charitable donations and sponsorships that are appropriate, legal, non-political, and ethical under local laws and practices. Due diligence must be performed on all recipient organisations to verify their legitimacy, and written pre-approval from Senior Management is mandatory.

FINANCIAL CONTROLS AND RECORD KEEPING

Ouch maintains robust financial controls and record-keeping procedures to ensure absolute transparency:

- All financial accounts, invoices, memoranda, contracts, expense claims, and documents relating to third-party dealings must be prepared and maintained with strict accuracy, completeness, and timeliness.
- No accounts, ledgers, or transactions may be kept "off-book", "off-record", or unrecorded to facilitate, hide, or conceal improper payments or corrupt activities.
- All payments and staff claims must comply with pre-established approval limits and internal accounting controls.

GOVERNANCE, MONITORING, AND ENFORCEMENT

Ouch structures its Anti-Bribery & Corruption Compliance Framework upon the T.R.U.S.T:

- **Top Level Commitment:** The Board of Directors and Senior Management provide strong leadership, oversight, and a clear "tone from the top" against bribery and corruption.
- **Risk Assessment:** Ouch conducts comprehensive corruption risk assessments at least once every two years, or whenever warranted by significant business changes or legal developments.
- **Undertake Control Measures:** Ouch enforces clear operational controls, approval hierarchies, and financial authorisation limits to mitigate bribery risks.
- **Systematic Review, Monitoring and Enforcement:** The Legal and Compliance Department systematically reviews the performance, efficiency, and compliance of Ouch's Anti-Bribery and Corruption framework. Any weaknesses or breaches are promptly rectified, and strict disciplinary or legal actions are enforced against non-compliant parties.
- **Training and Communication:** Ouch implements continuous training and awareness programs to ensure that all employees understand their obligations under this ABC Policy. Furthermore, Ouch clearly communicates its

zero-tolerance position to external stakeholders, partners, and vendors, publishing this ABC Policy openly on the Platform.

CONSEQUENCES OF NON-COMPLIANCE

Compliance with this Policy is mandatory. Non-compliance poses severe criminal, operational, and reputational risks to Ouch under Section 17A of the MACC Act 2009.

- Any employee found to have engaged in bribery or breached this Policy will be subject to strict disciplinary action, up to and including immediate dismissal.
- Any vendor, contractor, agent, or service provider in breach of this Policy will face immediate termination of business contracts and potential legal claims.
- Legal Prosecution: Proven or suspected corrupt practices will be referred directly to law enforcement authorities, including the Malaysian Anti-Corruption Commission (MACC) or the Royal Malaysia Police (PDRM).

HOW TO RAISE A CONCERN

Everyone, including employees, corporate partners, vendors, clients, and members of the public, is strongly encouraged to raise concerns about any issue, suspicious transaction, or suspected violation of this Policy at the earliest possible stage.

Reports can be submitted confidentially under our Whistleblowing Policy via our dedicated digital channel:

- **Whistleblowing Email**: whistleblowing@ouch.my
- **General Enquiries / Customer Support**: support@ouch.my / +6019 399 7180

Ouch guarantees that whistleblowers reporting concerns in good faith will be protected from reprisal, victimisation, or detrimental action, with their identity kept strictly confidential.