

KCC Realty

Whistle Blowing Policy

Revision History

Version	Effective Date
1.0	1.7.2025

WHISTLEBLOWING POLICY

1. The Whistleblowing Policy (“The Policy”) provides an independent feedback channel through which matters of concern about possible improprieties and irregularities may be raised in confidence and good faith, without fear of reprisal.
2. The Policy covers any misconduct or wrongdoing by any director, management, employee and business partner, in regard to their duties and obligations carried out on behalf of KCC Realty (“the Group”).
3. This policy covers the following possible improprieties –
 - i. Matters of financial reporting
 - ii. Fraud
 - iii. Corruption, bribery or blackmail
 - iv. Criminal offences
 - v. Failure to comply with a legal or regulatory obligation
 - vi. Endangerment of employees’ health and safety
 - vii. Miscarriage of justice
 - viii. Abuse of power
 - ix. Concealment of any or a combination of the above
4. The principles underpinning the policy are as follows –
 - i. All concerns raised will be treated fairly;
 - ii. The Group will not tolerate harassment or victimization of anyone raising a genuine concern;
 - iii. Any individual making a disclosure will retain anonymity unless the individual agrees otherwise;
 - iv. The Group will ensure that any individual raising a concern is aware of who is handling the matter; and
 - v. The Group will ensure no one will be at risk of suffering some form of reprisal as a result of raising a concern even if the individual is mistaken. The Group, however, does not extend this assurance to a person who maliciously raises a matter he/she knows is untrue.
5. Protection of the Whistleblower -
 - i. An employee, who is a Whistleblower, will be protected as outlined in the Whistleblower Protection Act 2010 for making a disclosure of improper conduct to the Group in good faith, unless the conditions listed in (iii) below are not fulfilled.
 - a. Confidentiality and identity of the Whistleblower unless otherwise required by law or consent obtained from the Whistleblower; and
 - b. Protection from detrimental action, including disciplinary measures, demotion, suspension, termination of employment or service or any other retaliatory action
 - ii. Business partners or members of the public, including customers, contractors, consultants, vendors and any other third party who is a Whistleblower, will be protected by the Group whereby his/her identity and details will be strictly kept confidential unless the conditions listed in (iii) below are not fulfilled.

- iii. The Whistleblower will be protected by The Group when the disclosure fulfils the following conditions:-
 - a. The disclosure is reported in good faith, and is not frivolous or vexatious;
 - b. The disclosure is not made with the purpose of personal gain or interest;
 - c. It is not a false or untrue disclosure; or
 - d. It is not disclosed with the purpose of avoiding dismissal or any other disciplinary action.
6. The procedures are as follows –
- i. If any person believes reasonably and in good faith that improprieties exist, he should report the concern using a standard Whistleblowing report form in writing or by email:-

Reporting Mode	Contact Details
Email to	whistleblowing@kcc-realty.com

- ii. Upon the receipt of a Whistleblowing report, the recipients will promptly review and evaluate the said disclosure and its potential severity to determine the course of action. Where practicable, the recipients will arrange a private meeting with the Whistleblower to obtain further information and details prior to a decision of whether further investigation is required. Therefore, the Whistleblower is encouraged to disclose his/her personal details so that the process of obtaining more information on the allegation can be performed. The decision on whether further investigation is required will be made within 10 working days upon receipt of a Whistleblowing report.
- iii. Where an investigation is required, the recipients will proceed with the formation of a Investigation Team (“IT”), which will include members of the key Senior Management, unless there is a conflict of interest. The IT shall be formed solely for investigation on case to case basis and immediately dissolve after completing the investigation.
- iv. The course of action undertaken or will be undertaken by the IT will be disclosed and communicated to the Whistleblower upon the completion of investigation. Such communication shall be explained by the Coordinator of IT.
- v. The Whistleblower shall commit to the following, before, during and after his/her reporting:-
 - a. Do not attempt to contact the suspect to obtain facts or demand restitution; and
 - b. Do not discuss the case, facts, suspicions or allegations with anyone except with the Executive Director or the IT members.
- vi. The Board of Directors (“the Board”) shall be informed as soon as is practicable upon receipt of the report under the following circumstances:
 - a. A senior officer is alleged to have engaged in wrongdoing
 - b. The alleged wrongdoing is serious, or
 - c. The risk or adverse impact on the Group is high

- vii. Where applicable, the summary of reports received, results of investigation and course of actions taken will be reported to the Board of Directors.
7. Principles and basis in conducting an investigation:-
- i. Investigation will be conducted by the IT with the commitment to remain objective, impartial and fair during the investigation process; and pledge to discharge their duties competently with the highest level of integrity.
 - ii. The Whistleblower shall not, in any circumstances, attempt to conduct his/her own investigations.
 - iii. The IT shall be granted with appropriate authority, resources and unrestricted access to all relevant records for investigation purposes.
 - iv. All employees in the Group are expected to provide their cooperation and assistance to the IT throughout the investigation.
 - v. Wherever deemed appropriate and practicable, the IT may request and schedule meetings with the person(s) under investigation, or anyone perceived to be involved or has any knowledge of the alleged improper conduct. The meeting shall be conducted privately and all discussions shall be documented and retained by the IT.
 - vi. The IT shall submit a report containing the specific allegation(s) of misconduct, relevant information and supporting documentation, correction action and preventive measure taken to the Board of Directors. Subsequently, the Board of Directors shall report all cases to the Board of Directors, depending on the severity and implications of the case reported.
 - vii. Depending on the outcome of the investigation, disciplinary action taken may include suspension, termination, or proceeding with legal action.
 - viii. If the Board is of the opinion that the reported case has not been satisfactorily resolved or addressed, and has resulted in a breach of the applicable laws and regulations, including but not limited to, Malaysia Anti-Corruption Commission (“MACC”), the Board shall report such case to the applicable authority without any further delay.
 - ix. Subsequently, the Coordinator of IT shall disclose the course of action to the Whistleblower accordingly.
 - x. All disclosures shall be managed in accordance with the provisions of the Personal Data Protection Act 2010 and any other applicable laws.
8. The Group understands that maintaining anonymity of the Whistleblower is essential to encourage anyone to report on any actual or suspected misconduct in the Group. However, the Whistleblower must be able to provide sufficient evidence such as documents, images, footages, audio, email, text messages or any other relevant evidence as proof that the misconduct/wrong-doing will be or has been taken place. In the absence of the foregoing, the Whistleblower must provide credible reasoning/argument that the misconduct/wrongdoing will be or has taken place.

The whistleblowing form can be accessed via the link below:

- <https://kcc-holdings.com/whistleblowing-report-form>