

KCC Realty

Whistle Blowing Policy

Revision History

Version	Effective Date
1.0	1.7.2025
2.0	1.10.2026

WHISTLE BLOWING 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 for or on behalf of **KCC Realty** (being the collective trading name of the KCC group of companies, collectively referred to as “**the Group**”).
3. This Policy is to be read together with and supplements the Group’s other applicable policies and procedures. Where any conduct constitutes a breach of any other policy, it can also be reported and investigated in accordance with this Policy.
4. This Policy covers the following possible improprieties: -
 - i. Financial reporting irregularities, including falsification of records;
 - ii. Fraud;
 - iii. Corruption, bribery or blackmail;
 - iv. Civil or 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. Sexual harassment or other forms of workplace harassment; and
 - x. Any attempt to conceal, facilitate, assist, direct, encourage or participate in any of the above improprieties
5. The principles underpinning this Policy are as follows: -
 - i. All concerns raised will be treated fairly and investigated promptly;
 - 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 in good faith, even if the concern proves to be unfounded. The Group, however, does not extend this assurance to a person who maliciously raises a matter he/she knows is untrue (see **Section 6(iii)** below).

6. Protection of the Whistleblower -

- i. An employee who is a Whistleblower and who makes a disclosure of improper conduct to the Group in good faith will be afforded the following protections under this Policy, subject to the conditions listed in **Section 6(iii)** below: -
 - a. confidentiality of the Whistleblower's identity, 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, subject to the conditions in **Section 6(iii)** below.
- 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 Whistleblower has not participated in the alleged (or any) improper conduct;
 - c. The disclosure is not made with the purpose of personal gain or interest;
 - d. It is not a false or untrue disclosure; and
 - e. It is not disclosed with the purpose of avoiding dismissal or any other disciplinary action.
- iv. The protection provided under this Policy is only for disclosures made internally to the Group. Such protection is a policy-based commitment by the Group and does not constitute statutory protection under the Whistleblower Protection Act 2010 ("**Act**"). Statutory protection under the Act is available only where a disclosure of improper conduct is made to an enforcement agency as defined under the Act. Nothing in this Policy restricts any person's right to make a disclosure under the Act.

7. The procedures are as follows: -

- i. If any person believes reasonably and in good faith that improprieties exist, he or she should report the concern using a standard Whistleblowing report form in writing or by email to whistleblowing@kcc-realty.com. Online form submission: <https://kcc-holdings.com/whistleblowing-report-form>.
- 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 an 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 subject of the report to obtain facts or demand restitution; and
 - b. Do not discuss the case, facts, suspicions or allegations with anyone except with the IT members.
- vi. The alleged wrongdoer shall be afforded an opportunity to respond to the allegations, including the right to: -
 - a. respond to any show cause letter issued by the Group;
 - b. attend an investigation meeting to present his or her response; and
 - c. make a written appeal against any finding.

Notwithstanding the above, the IT reserves the right to recommend immediate protective or precautionary measures where the circumstances are urgent or where delay may result in harm, destruction of evidence, or risk to any person.

- vii. The Whistleblower shall not be present at or invited to any investigation meeting involving the alleged wrongdoer. Where the IT determines that a face-to-face meeting between the Whistleblower and the alleged wrongdoer is necessary for the purposes of the investigation, such meeting shall only be convened with the prior consent of the Whistleblower.
- viii. Where the Whistleblower is found, during investigation, to have been involved in the alleged wrongdoing, the Whistleblower may also be subject to investigation. Such investigation shall not be treated as a reprisal against the Whistleblower.

- ix. The Executive Director shall be informed as soon as is practicable upon receipt of the report by the Coordinator of IT, especially 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.
 - x. The summary of reports received, results of investigation and course of actions taken will be reported to the Executive Director.
8. 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 the IT shall 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 Executive Director. Subsequently, the Executive Director may escalate the matter to the Board of Directors (“**Board**”), 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**”) and Bank Negara Malaysia (where the matter involves money laundering or terrorism financing), 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, to the extent permissible by law or as determined by the IT in its reasonable discretion. Where the matter has been referred to an enforcement authority, disclosure to the Whistleblower may be subject to any restrictions or directions imposed by such authority.

- x. All disclosures shall be managed in accordance with the provisions of the Personal Data Protection Act 2010 and any other applicable laws.
 - xi. The possible outcomes of the investigation include:
 - a. The allegation could not be substantiated; or
 - b. The allegation is substantiated with one or both of the following:
 - corrective action would be taken to ensure that the problem will not occur again; and/or
 - disciplinary or appropriate action would be imposed against the wrongdoer.
 - xii. The outcome of the investigation shall be approved by the Executive Director, or by the Board where the case involves a senior officer or is otherwise sensitive.
 - xiii. The Group may engage an external legal or professional advisor to ensure that any disciplinary action or remedial measure is proportionate to the conduct in question. All decisions and supporting documentation shall be recorded and retained as part of the Group's records.
9. 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 should be aware that anonymity may limit the Group's ability to investigate effectively or communicate the outcome. The Group therefore encourages the Whistleblower to provide sufficient evidence such as documents, images, footages, audio, email, text messages or any other relevant evidence as proof that the misconduct/wrongdoing 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.
10. Whistleblower who wishes to withdraw his or her disclosure is required to provide reasons for doing so. Upon receipt of a withdrawal, the IT shall, where practicable, meet with the Whistleblower to ascertain the reasons for the withdrawal. Where the IT has reason to believe that the withdrawal was made under pressure, intimidation or interference by any person, the Group shall treat such conduct as a serious disciplinary matter and may proceed with the investigation notwithstanding the withdrawal. Where the IT is satisfied that the withdrawal is genuine and the original disclosure was made in error, the IT shall formally close the case and record the closure in writing.
- 11. Review and Training**
- i. This Policy shall be reviewed from time to time or annually to reflect any changes in relevant laws, regulations or guidelines.
 - ii. The Group may update, amend or enhance this Policy from time to time or annually. Any amended version shall be communicated in an appropriate manner, which may

include circulation by email, internal announcements or other reasonable means as determined by the Group.

- iii. Training on the whistleblowing framework, including how to make a report and the protections available, shall be conducted periodically for all employees. Training records shall be maintained and retained by the Group.