SKYECHIP
Accelerating Computing

SKYECHIP BERHAD

Registration No. 201901014484 (1323812-D)
(Incorporated in Malaysia)

Whistleblowing Policy

Revision History

Revision	Revision Description	Author	Approved by	Effective Date
00	NEW Document	Company Secretary	Board	24 October 2025
01				

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1. Introduction

1.1 SkyeChip Berhad ("**SkyeChip**" or "**Company**") and its subsidiaries ("**SkyeChip Group**" or "**Group**") are committed to promote and maintain high standards of transparency, accountability, ethics and integrity in the conduct of their business and operations.

1.2 Accordingly, the Board of Directors of the Company ("**Board**") has established this Whistleblowing Policy ("**Policy**") to provide an avenue for all employees ("**Employees**") and members of the public to voice or raise genuine concerns in a responsible and appropriate manner.

1.3 The Board has ultimate oversight of the whistleblowing framework and is responsible for ensuring that the Policy is effectively implemented, monitored, and periodically reviewed for adequacy and effectiveness.

2. Objective

2.1 This Policy is formulated to enable the reporting of genuine concerns about any actual or possible improprieties at the earliest opportunity so that appropriate actions can be taken to address or mitigate such concerns.

2.2 This Policy is designed to:

(a) promote and maintain high transparency and accountability in the workplace;

(b) promote good corporate governance practices in the workplace;

(c) ensure that Employees can raise concerns without fear of reprisals and safeguard such person's confidentiality;

(d) protect a whistle-blower from reprisal as consequence of making a disclosure;

(e) provide a transparent and confidential process for dealing with concerns;

(f) protect the long term reputation of the Group; and

(g) maintain a healthy working culture and an efficient corporation.

3. Definitions and Interpretations

3.1 In this Policy, the following shall apply:

"**Audit & Risk Management Committee**" or "**ARMC**" refers to the Audit & Risk Management Committee of the Board.

"**Assets**" means tangible or intangible resources controlled by the enterprise as a result of past transactions or events and from which future economic benefits are expected to flow to the enterprise. Such resources shall include buildings, sites, equipment, tools, supplies, communication facilities, funds, accounts, computer programmes, information, technology, documents, patents, trademarks, copyrights, know-how and other resources or property of the Group.

"**Associate**" refers to external party with whom the Group has established or intends to establish a business relationship. This includes vendor, suppliers, contractors, sub-contractors, consultants, agents, outsourcing providers, representatives and other intermediaries engaged to perform work or services for or on behalf of the Group.

"**Board**" means the Board of Directors of the Company.

"**Bursa Securities**" means Bursa Malaysia Securities Berhad.

"**Director**" includes all independent and non-independent directors, executive and non-executive directors of the Group and shall also include alternate or substitute directors.

"**Employees**" means all individuals directly employed by the Group whether on a permanent, contractual or temporary basis.

"**Ethics**" refers to standards of conduct, which indicate how to behave, based on moral duties and virtues arising from principles of right and wrong. Ethics involve two aspects namely the ability to distinguish right from wrong and the commitment to do what is right.

"**Family Member**" shall include the Director's or Employee's spouse, parent, child (including adopted child and step child), brother, sister and the spouse of his/her child, brother or sister.

"**GHR**" means the Group Human Resource of the Group.

"**Gift and Hospitality**" refers to Gifts which includes goods (e.g. flowers, fruits, etc.), services, cash or cash equivalents (e.g. vouchers), or any other monetary or non-monetary offering and Hospitality which is the collective term referring to any form of accommodation, drink, meal, entertainment (e.g. golf, movies, etc.), cultural or sporting event (e.g. basketball match, golf tournament, etc.), recreation and travel or transportation.

"**MCCG**" refers to Malaysian Code on Corporate Governance revised and updated on 28 April 2021 by the Securities Commission Malaysia

"**MMLR**" means the Main Market Listing Requirements of Bursa Securities.

"**Management**" means the management personnel of the Company.

"**SkyeChip**" or "**Company**" means SkyeChip Berhad.

"**SkyeChip Group**" or "**Group**" means SkyeChip and its subsidiaries.

"**Third Party**" refers to any individual or organisation that an Associate may interact with during engagement with the Group. This includes actual and potential clients, customers, suppliers, vendors, business contacts, agents, advisors and government and public bodies including their respective advisors, representatives and officials.

All terms used herein are in a gender-neutral sense.

4. Scope of Policy

4.1 This Policy applies to the Group's directors, Employees, associates, third parties of the Group, and the general public, who has become aware of or genuinely suspects on a reasonable belief that a person associated with the Group, including a director, Employee, and a third party who has a business relationship with the Group, has engaged, is engaging or is preparing to engage in any improper conduct or wrongdoing. A person who has made a report via this Policy is hereinafter referred to as a "**Whistle-blower**".

4.2 Such improper conduct or wrongdoing ("**Wrongdoing**") may include, without limitation, the following:

(a) fraud or deliberate error in the preparation, evaluation, review or audit of any financial statements of the Group;

(b) fraud or deliberate error in the recording and maintaining of financial records of the Group;

(c) corruption, bribery and blackmail;

(d) money laundering;

(e) acceptance of gifts or favour beyond the threshold allowed by the Group;

(f) misuse or misappropriation of Group's funds or assets;

(g) abuse of power;

(h) negligence in carrying out work obligations;

(i) conflict of interest without disclosure;

(j) criminal breach of trust;

(k) illegal or criminal offence;

(l) act or omission which endangers the Employees' or public's health and safety;

(m) deficiencies in or non-compliance with the Group's internal controls;

(n) misrepresentation or false statements regarding matters contained in the financial records, financial reports or audit reports of the Group;

(o) deviation from full and fair reporting of the Group's financial condition;

(p) gross mismanagement within the Group (including serious breaches to the interest of society and environment);

(q) sexual assault, sexual harassment; and

(r) deliberate concealment of any of the above matters or wrongdoing.

4.3 Whenever possible, any concerns should be raised and dealt with through the normal reporting lines and procedures in the Group. However, where it is believed that the concern cannot be resolved through normal reporting lines and procedures, or implicates senior levels of management within the Group, or the Employee's employment or even safety or security may be jeopardised by raising the concern, then the concern can be raised through the channel provided in this Policy.

5. Reporting in Good Faith

5.1 The Group expects a Whistle-blower to report genuine concerns in good faith and have reasonable grounds when making a whistle-blowing report ("**Complaint**"). In general, a Whistle-blower may report a Complaint in writing, electronically or in person.

5.2 To assist the Group in the response to or investigation of a Complaint, the Complaint should contain as much specific, factual information as possible to allow for proper assessment of the nature, extent and urgency of the matter that is the subject of the Complaint, including, without limitation and to the extent possible, the following information:

(a) the alleged Wrongdoing that is the subject of the Complaint;

(b) the name of the persons involved;

(c) If the Complaint involves a specific event or events, the approximate date and location of the event(s); and

(d) any additional information, documentation or other evidence available to support the Complaint.

5.3 Should you wish to do so, the Whistle-blower may use the Group's Whistle-blowing Report Form as set out in "***Appendix A***" to provide the details required.

5.4 The Whistle-blower is encouraged to include his or her name and contact method to enable contact for obtaining further understanding and information relating to the Complaint, where necessary. Anonymous reporting is not prohibited. Nevertheless, the extent to which a Complaint can be investigated may be limited to the information provided. Alternatively, the Whistle-blower can also provide any alternate channel of communication that he or she is comfortable with, without divulging his or her personal information.

6. Whistleblowing Channels

6.1 A whistleblower may submit complaints to the chairman of the ARMC, who has been designated by the Board to handle whistleblowing matters:

Via email: whistle.blower@skyechip.com

6.2 Upon receipt of a Complaint, the chairman of the ARMC will record the Complaint and acknowledge receipt of the Complaint to the Whistle-blower.

6.3 If the person making the disclosure would like to discuss any matter with the ARMC, he or she should indicate this in the submission and include a telephone number at which he or she might be contacted if the ARMC deems it appropriate.

7. Confidentiality and Protection to Whistle Blower

7.1 The chairman of the ARMC shall maintain the confidentiality of the Complaint(s) and the identity of the Whistle-blower(s) to the fullest extent reasonably practicable within the legitimate needs of law and only be revealed to those handling the Complaint, including investigation and deliberation, strictly on a "need-to-know" basis.

7.2 The identity of the Whistle-blower(s) shall remain confidential unless consent is obtained from the Whistle-blower(s) or otherwise required by law. Notwithstanding, the identity of a Whistle-blower might become known for reasons outside the control of the Group. The confidentiality of the identity of the Whistle-blower is subjected to such limitations. The identity of other persons subject to, or participating in, any inquiry or investigation relating to a Complaint shall also be maintained in confidence subject to the same limitations.

7.3 A Whistle-blower who reports a Complaint in good faith shall be protected from any reprisal by the Group or its personnel as a direct consequence of the disclosure. Reprisal includes discharge, termination, demotion, suspension, threatening, harassment, or a discrimination or retaliation, intimidation or any action causing injury, loss or damage, interference with the lawful employment or livelihood against any persons in relation to the terms and conditions of business relationships such as employment or contract.

7.4 The Whistle-blower will be protected under the Whistleblower Protection Act 2010 if he or she makes a disclosure in good faith to an enforcement agency.

8. Notification of Outcome

8.1 Upon the completion of the investigation and deliberation of the Complaint, the Whistle-blower will be notified on the outcome of the investigation (if contact information of the Whistle-blower is provided), where reasonably practicable.

9. Consequences of Wrongdoing or Wrongful Disclosure

9.1 If the Whistle-blower has, or is found to have:

(a) made a disclosure not in accordance with the requirements of this Policy (for example, dishonest, mischievous or malicious complaints);

(b) participated or assisted in any process pursuant to this Policy otherwise than in good faith;

(c) made the disclosure of improper conduct principally involving questioning the merits of government policy, including policy of a public body; and/or

(d) made the disclosure of improper conduct solely or substantially with the motive of avoiding dismissal or other disciplinary action,

the corrective actions to be taken against the Whistle-blower will be determined by the Board which may include, disciplinary measure, formal warning or reprimand, demotion, suspension or termination of employment or services or other forms of punishment.

10. Reporting and Retention of Complaints and Investigations

10.1 The Chairman of the ARMC will maintain a log of all Complaints, tracking receipt, investigation and resolution and shall prepare a periodic summary thereof for the Board, at least on an annual basis, taking into consideration the protection of confidentiality especially of the identities of Whistle-blowers.

10.2 All records will be retained and handled in accordance with the Company's Personal Data and Protection (PDPA) Policy.

11. Disclosures

11.1 Disclosure on whistleblowing, if any, will be made in the corporate governance report and/or overview statement and/or sustainability statement of the Company's Annual Report. Such report will include details of the activities undertaken in accordance with the MMLR, MACC Act and MCCG.

12. Deeming Provision

12.1 The provisions under this Policy have been drafted in a manner to also incorporate the provisions under the MMLR, MCCG, MACC Act and other statutes, regulations and guidelines applicable to the Policy. In the event the applicable provisions of the MMLR, MCCG, MACC Act and/or relevant governing statutes, regulations and guidelines relating to the Policy are from time to time amended, modified or varied, such amendments, modifications and variations shall be deemed inserted herein whereupon this Policy shall be read and construed subject to and in accordance with the amended, modified or varied MMLR, MCCG, MACC Act, statutes, regulations and guidelines.

13. Revision to the Policy

13.1 The Policy shall be reviewed by the GHR and the ARMC annually and as when necessary to ensure its relevance in aiding the Committee to discharge its duties and responsibilities vis-à-vis changes in corporate laws and regulations that may arise from time to time.

13.2 Any revision or amendment to the Policy, as proposed by the Board Committees or any third party, shall first be presented to the Board for its approval. Upon the Board's approval, the said revision or amendment shall form part of the Policy and the Policy shall be considered duly revised or amended.

13.3 This Policy will be made available on the Company's website, if so required.

13.4 The ARMC or the Board shall review and assess the relevance and effectiveness of this Policy periodically to assess their effectiveness (in any event, at least once every 3 years in accordance to the Main Market Listing Requirements of Bursa Malaysia Securities Berhad) as the ARMC or the Board deem necessary and/or require to ensure its relevance and effectiveness in keeping with the Group's changing business environment, administrative or operational needs as well as changes to legislations.

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Whistleblowing Report Form

Please provide the following details for any genuine concerns about possible improprieties or malpractices. Kindly take note that you may be called upon to assist in the investigation, if so required.

By submitting this form, you hereby confirmed that you have read the Whistleblowing Policy of the Group and have a clear understanding on the guidelines and procedures as laid out in the Whistleblowing Policy.

WHISTLEBLOWER'S CONTACT INFORMATION (If you wish to remain anonymous, this section may be left blank)	
Name:	
Designation (if applicable):	
Department (if applicable):	
Supervisor (if applicable):	
Contact Number:	
Email Address:	
SUSPECT'S INFORMATION *(compulsory)*	
Name:	
Designation (if applicable):	
Department (if applicable):	
Contact Number:	
Email Address:	
WITNESSES' INFORMATION *(if any)*	
Name:	
Designation (if applicable):	
Department (if applicable):	
Contact Number (if applicable):	
Email Address:	
COMPLAINT *(Briefly describe the misconduct / improper activity and how you came to find out about it. Specify what, who, when, where and how. If there is more than one allegation, number each allegation and use as many pages as necessary. You are required to provide your response to all of the questions listed below.)*	
What misconduct/ improper activity/ malpractice occurred?	

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Whistleblowing Report Form

When did it happen and when did you notice it?	
Where did it happen?	
Is there any evidence that you could provide?	
Are there any other parties involved other than the suspect stated above?	
Do you have any other details or information which may assist in the investigation?	
If you wish to remain anonymous, how should we reach out to you? (To request for further information or to notify you on the outcome of our investigation)	
Any other comments?	

Signature : _____

Date : Click or tap to enter a date.