ELECTRONIC SIGNATURE POLICY AND GUIDELINES

DUOPHARMA BIOTECH BERHAD

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1. INTRODUCTION

1.1. Duopharma Biotech is committed to adopting a consistent and appropriate approach to the use of electronic signatures with the aim of ensuring document reliability, expediting workflow processes and reducing recordkeeping requirements.

1.2. This Electronic Signature Policy and Guidelines ("Policy") is to ensure that neither Duopharma Biotech or any of its employees:
(a) is misrepresented;
(b) suffers loss of reputation;
(c) is exposed to any liability or other adverse consequence
through the unauthorised use of electronic signatures.

1.3. The purpose of this Policy is to ensure consistent, authorised and lawful use of electronic signatures by establishing a guideline on using electronic signature and security measures in accordance with relevant legislative and regulatory requirements, standards and best practices to be observed.

1.4. This Policy is in addition to and not in derogation of any policy or requirements of Duopharma Biotech. The internal reference documents for this Policy include, but not are limited to the following:

- Limits of Authority ("LOA")
- Code of Conduct
- Data Protection Compliance Policy
- Record Retention Policy

1.5. The applicable laws, regulations and enactments which are to be referred to for this Policy include, but are not limited to the following:

- Electronic Commerce Act 2006 (Malaysia)
- PIC/S Guidance: Good Practices for Data Management and Integrity in Regulated GMP/GDP Environments (PI 041-1, 1 July 2021) (Association under the Swiss Code of Civil Law (Art. 60 ff) and registered in Geneva (Switzerland))
- U.S. FDA Regulation 21 CFR PART 11- Electronic Records and Electronic Signatures or latest version
- Eudralex Volume 4 Good Manufacturing Practice, Medicinal Products for Human and Veterinary Use, Annex 11: Computerised Systems or latest version (European Union)

1.6 This Policy shall be reviewed as and when there are changes required.

2. ABBREVIATION AND DEFINITION

2.1. The abbreviations used in this Policy are as follows:

Abbreviation	Definition
Duopharma Biotech	Duopharma Biotech Berhad and includes its subsidiaries
ECA	Electronic Commerce Act 2006 (Malaysia)
e-signature	Electronic signature
Certificate of Completion	A certificate generated by an electronic signature software displaying a sequential record detailing the history and events related to the electronic signature transaction on the software
Government	Government of Malaysia
NLC	National Land Code 1965 (Malaysia)

2.2. The definitions used in this this Policy are as follows:

Documents	Definition
Administrator	IT personnel who are designated by the HOD of IT to administer the Software
Business Unit	Designated unit / department represented by its staff who is in charge of the document or contract that needs to be executed and who administers and manages the process of electronic signing before and after the Signor signs a document
Excluded Documents	Contracts or other documents which shall not be electronically signed whether using the Software or any other electronic software, application, tools or methods and shall only be signed by wet ink signature
Signor	Signors are the authorised signatories as mandated by the LOA of Duopharma Biotech or any other recognised approvals and documentation evidencing such approvals
Software	The Adobe Acrobat Sign software of such other e-signature software subscribed by Duopharma Biotech as the company's electronic signature system
Third Party	(i) The party(ies) who Duopharma Biotech is entering into a contract with; or (ii) Other party(ies) apart from the Signor who is to sign any other documents other than contracts

3. SCOPE AND APPLICATION

3.1. This Policy applies to electronic signatures to be used for both internal and external documents of Duopharma Biotech but excludes the Excluded Documents.

3.2. This Policy applies to all full time and part time employees and directors on a permanent or fixed term contract, and to associated persons working for Duopharma Biotech such as secondees, consultants, agency staff and others employed under a contract of service.

3.3. This Policy does not limit Duopharma Biotech's right or option to execute documents or conduct a transaction on paper or in non-electronic form, nor affect Duopharma Biotech's right or obligation to require that documents be provided or made available on paper format at its sole discretion or when required by applicable policies, laws or regulations.

3.4. This Policy applies to transactions between parties who have each agreed to conduct transactions by electronic means.

4. OWNERSHIP AND RESPONSIBILITIES

4.1. The Head of Information Technology Department ("IT") of Duopharma Biotech is the owner of this Policy and is responsible for the following:

(a) to ensure that this Policy is relevant to business requirements and made aware to all Signors and staff;

(b) to ensure implementation, administration and compliance of this Policy in Duopharma Biotech;

(c) to maintain and update this Policy on a timely basis; and

(d) may delegate his responsibility to any committee, or officer to perform such duties as are necessary to enable compliance.

4.2 For the avoidance of doubt, the Administrator is responsible to administer and manage the Software.

4.3 Signors, Administrator and all staff of Duopharma Biotech are responsible to:

(a) comply with this Policy; and

(b) ensure that documents for execution are handled in accordance with this Policy and guidelines established by the Software operator.

5. INTRODUCTION TO ELECTRONIC SIGNATURES

5.1 Electronic signature is defined under the ECA as "any letter, character, number, sound, or any other symbol or any combination thereof created in an electronic form adopted by a person as signature". A digital signature is a sub-set of electronic signatures.

5.2 Digital signature requires verification by way of a digital certificate (ie. private key) that is known only by the persons allowed to access the document to sign it and such digital certificate is issued by a licensed certification authority.

5.3 This Policy relates to the use of electronic signature (which is not digital signature) as provided by the Software or Third Party's software.

6. EXCLUDED DOCUMENTS

6.1. The Excluded Documents are as follows:

(a) Power of attorney;
(b) Negotiable instruments (examples are cheques, promissory notes etc.);
(c) NLC documentations / form (real property transfers);
(d) Statutory declarations;
(e) Trust documents or creation of trust;
(f) Government tender documents; and
(g) such other documents as determined from time to time by the Chief Legal Officer.

6.2 Documents that require notarisation or the affixing of a common seal shall not be electronically signed.

6.3 Any document issued by or belonging to the Government which needs to be signed (whether electronically or otherwise) by Duopharma Biotech shall be signed in accordance with the requirements of the Government and its relevant policies.

7. GENERAL REQUIREMENTS

7.1 No person shall be compelled or required to sign electronically without their consent. Signor is given an opportunity to opt out of signing a document or contract electronically. If the Signor opts not to sign a document or contract electronically, the normal procedure follows, to sign the document or contract using wet ink signature.

7.2 The following requirements are to be observed when a document or contract is to be electronically signed using the Software or Third Party's software:-

7.2 (a) If a Third Party extends its e-signature software to the Business Unit / Signor, the Signor may e-sign using the Third Party's software.

7.2 (b) If a Third Party does not have an e-signature software, the Business Unit / Signor and Third Party may use the Software to electronically sign the contract or document. This means that the Business Unit / Signor extends the use of the Software to the Third Party for him to e-sign the contract or document.

7.2 (c) If a Third party sends a contract or document that:

(i) has been e-signed using their own e-signature software but does not extend their e-signature software for the Signor to use; or

(ii) has been e-signed using other software, application or tool which does not generate a Certificate of Completion

the Signor shall e-sign using the Software, provided that the document limit allocated for the Software is still available and the subscription of the Software has not lapsed. In the event that the document limit allocated for the Software is used up or the subscription of the Software has lapsed and not renewed, then the Protocol as set out in Section 9.1 applies.

7.2 (e) In all scenarios, it is advisable for Business Unit to find out in advance what will be the method of e-signing that the Third Party will adopt for ease of e-signing arrangement.

7.2 (f) Obligation of the Signor and Business Unit:

(i) In relation to Section 7.2 (a) to Section 7.2 (c), the Signor shall ensure that once the contract or document is electronically signed by all parties, the Certificate of Completion is obtained by the Signor and the Signor sends it to Business Unit.

(ii) Business Unit shall send the Certificate of Completion to GLSD for record. The Certificate of Completion must be annexed to the physical copy of the contract or document.

(iii) In relation to Section 7.2 (c) (i) and (ii), Business Unit and Signor are responsible to ensure that the Third Party sends their e-signed contract or document himself and using his own email to the Signor. Business Unit and the Signor have to ensure that the Third Party does not delegate the sending of his e-signed contract or document to another person and/or using another person's email.

7.3 The witnessing of an execution of a contract by a party is not mandatory if such contract is electronically signed. However, if a contract which is electronically signed presents that the signing needs to be witnessed, the witness shall sight (ie. physically witness) the signing ie. this requires the witness to observe the Signor operating the computer or device to apply the signature, and the signature appearing on the electronic contract as they do so.

7.4 Where required under the Stamp Act 1949 or any other applicable laws of other countries, the electronically signed contracts or documents shall be submitted for stamping on the applicable online portal of Inland Revenue Board, Stamp Assessment and Payment System (STAMPS) (or other avenue or portal as maybe applicable for other countries). This can be done by the Business Unit or the Third Party.

8. TRIAL PERIOD OF ASSESSMENT

8.1 Only certain Business Units / departments are granted access and use of this Software during the trial period of assessment ("Trial Period").

8.2 Some contracts and documents will be excluded from using the Software during the Trial Period as may be determined by IT and GLSD. These contracts and documents may be electronically signed but not using the Software. The Protocol as set out in Section 9.1 refers.

8.2.1 The contracts and documents which are excluded during the Trial Period include to the

following:-

(a) Non-Disclosure Agreements;
(b) Internal contracts within Duopharma Biotech and its employees;
(c) Intercompany contracts and documents (such as intercompany tenancy agreement, intercompany advance agreement etc.);
(d) Sales contracts between Duopharma Biotech and its customers with contract bonusing or package (such as private hospital sales contracts etc); and
(e) Any other contracts or documents as may be determined and notified by IT and the Chief Legal Officer from time to time.

8.3 Some documents will be excluded from using the Software whether during or outside the Trial Period as may be determined by GLSD. These documents may be electronically signed but not using the Software. The Protocol as set out in Section 9.1 refers.

8.3.1 The documents which are excluded whether during or outside the Trial Period include the following:-

(a) Documents that are e-signed by the authorised persons using or via designated applications or systems licensed to Duopharma Biotech group (including but not limited to BoardPac, SAP, Tableau, Duopharma Sandfill, Bossnet, Diligent HighBond);
(b) Board and board committee papers for tabling to the meetings of boards of directors, board committees and/or directors of the Duopharma Biotech and/or its subsidiaries;
(c) Resolutions of the board of directors of Duopharma Biotech and/or its subsidiaries and other documents intended solely for use and record of Duopharma Biotech and/or its subsidiaries (as the case may be);
(d) Documents intended solely for internal use and/or record within Duopharma Biotech and/or its subsidiaries [e.g. internal memorandums, internal letters, forms requesting for services (e.g. legal request form), claim and other forms, etc.] unless such documents are required by any external or internal policy, guideline, directive, standard operating procedure ("SOP"), agreement or contract to be (i) e-signed using the Software or other method of e-signing that such policy, guideline, directive, SOP, agreement or contract adopts for e-signing arrangement, and/or (ii) signed with wet signatures; and
(e) Any other documents as may be determined and notified by the Chief Legal Officer from time to time.

8.3.2 The Chief Legal Officer may from time to time amend, vary, add, delete or substitute the items and/or documents included in paragraph 8.3.1 above (or any part thereof).

9. EXPIRY OF TRIAL PERIOD, SOFTWARE SUBSCRIPTION ETC.

9.1 In the event the Trial Period expires, the document limit allocated for the Software is used up or the subscription of the Software is not renewed, the following procedure ("Protocol") shall be applicable:-

(a) Signor shall e-sign the contract or document using any licensed software, application or tool available from the Signor's devices such as computer, mobile phone or iPad; and

(b) Signor shall e-sign and send the e-signed contract or document to Third Party himself and using his own email and must not use another person's email. Signor must not delegate the electronic

signing, sending of the e-signed contract or document to another person.

10. PRECAUTIONARY MEASURES

10.1 If there is a doubt as to the authenticity of an electronic communications enclosing documents or contracts to be signed electronically or which have been signed electronically, the Signor and/or Business Unit shall report this to IT for advice.

11. STORAGE AND RETENTION

11.1 All electronically signed documents and contracts will be maintained in the Software's designated repository (cloud). Business Unit shall export these documents and contracts together with the Certificate of Completion into Duopharma Biotech's platform.

11.2 A printed copy of the signed and stamped contracts (together with the Certificate of Completion, where applicable) shall be submitted to the GLSD for safekeeping and recording.

11.3 The following requirements are to be observed in retaining all electronically signed contracts and documents:-

(a) Section 13 of the ECA:
(i) it must be retained in the original format generated, sent or received;
(ii) it is accessible, intelligible, subsequent reference; and
(iii) identifies origin and destination of the electronic message and the date and time of sending / receipt (ie. the Certificate of Completion (where applicable) is attached to the contract or document)

(b) Record Retention Policy of Duopharma Biotech.

12. ACCESS AND SECURITY

12.1 Electronically signed documents shall at all times be protected against unauthorised access and tampering to protect their authenticity and reliability as evidence. Administrator and Business Units shall ensure that no unauthorised access to the Software and Duopharma Biotech's platform.

12.2 IT shall ensure that the storage areas in the Software and Duopharma Biotech's platform shall be protected against unauthorised access at all time.

13. TRAININGS

13.1 IT shall conduct and arrange training on the Software and this Policy as may be required or necessary for the staff.

14. LEGAL ADMISSIBILITY AND EVIDENTIAL WEIGHT

14.1 In the event of any litigation proceedings, if it is necessary for Duopharma Biotech to adduce any electronically signed contract or document in any court of law or arbitration, GLSD shall coordinate with IT to enable such contract or document to be adduced in court or arbitration proceedings. This includes coordination with the Software operator on arrangement to give evidence in court or arbitration proceedings if required by the court or arbitrator.

14.2 In the event Duopharma Biotech is served with any subpoena or request for documents or any staff becomes aware of a governmental investigation or audit concerning Duopharma Biotech or the commencement of any litigation against or concerning Duopharma Biotech, such staff shall inform GLSD and IT and any further disposal of electronically signed contracts and documents shall be suspended until shall time as advised by IT, with the advice of GLSD. IT shall take such steps as it is necessary to promptly inform all staff of any suspension in the further disposal of the electronically signed contracts or documents.

15. DOCUMENT REVISION RECORD

15.1. This Electronic Signature Policy and Guidelines has been approved by the Board of Directors of Duopharma Biotech.

Version	Release Date	Summary of Changes	Prepared by	Reviewed by	Approved by
1.0/2024	19.03.2024	Adoption of Electronic Signature Policy and Guidelines	Group Legal and Secretarial Department	Encik Leonard Ariff bin Abdul Shatar, Group Managing Director Mr. Chek Wu Kong, Chief Finance Officer Encik Ibrahim Hussin Salleh, Chief Legal Officer	YBhg. Tan Sri Datin Paduka Siti Sa'diah binti Sh Bakir, Non-Independent Non-Executive Chairman, Duopharma Biotech Berhad