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NACGSA

NATIONAL CORPORATE GOVERNANCE
& SUSTAINABILITY AWARDS

2024

ANUGERAH TATAKELOLA KORPORAT & KEMAMAPAN NASIONAL 2024



NACGSA

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About The Assessment



NACGSA FRAMEWORK

The NACGSA framework combines three assessments comprising the ASEAN CG Scorecard (ACGS), the Malaysian Code on Corporate Governance (MCCG) and the Sustainability Scorecard. The Corporate Governance Council, chaired by the Securities Commission Malaysia, endorsed the methodology for NACGSA. The assessments are based on disclosures in the annual report, Corporate Governance Report and Sustainability Report for the financial year from 1 January 2022 to 31 December 2022. Other sources of information include information on Public Listed Companies (PLC)s' websites, announcements to Bursa Malaysia and any other publicly available information.

Assessment

A total of 854 PLCs (out of 944) were assessed. Ninety companies were excluded from the assessment due to PN17/GN3 classification, change of financial year-end, new IPOs.

ACGS

- ▶ The ACGS was developed and endorsed by ASEAN using international standards, including the G20/OECD Principles of Corporate Governance, International Corporate Governance Network (ICGN) Principles and other industry-leading practices.
- ▶ The ACGS is made up of two levels:
Level 1: Comprises 146 items divided into five parts covering Rights of Shareholders, Equitable Treatment of Shareholders, Role of Stakeholders, Disclosure & Transparency, and Responsibilities of the Board.
Level 2: Comprises 13 bonus and 25 penalty items designed to enhance the robustness of the scorecard in assessing the extent to which companies apply the spirit of good governance.

Sustainability

- ▶ The Sustainability scorecard covers five key aspects: Governance, Scope, Materiality, Management Approach, and International Standards/Practices.
- ▶ Questions in the scorecard are divided into Compliance and Quality of sustainability disclosures.
 - Compliance questions concern the company's overall disclosure of its sustainability practices to Bursa Malaysia's Listing Requirements, regardless of quality and extent.
 - Quality question points are awarded based on the extent and degree of disclosure of sustainability practices by Bursa's Sustainability Reporting Guide (3rd Edition).

MCCG

- ▶ The assessment reviewed the adoption of the MCCG and the quality of disclosures as required by Paragraph 15.25 of Bursa Malaysia Listing Requirements. It examined how well the 48 practices in MCCG 2021 were adopted and scored each based on their relevance, completeness, and clarity.
- ▶ The assessment also evaluated the justification for any departures and the alternative practices used to meet the intended outcomes of the best practices. It aimed to ensure that all disclosures were clear, complete, and aligned with the intended standards.



Methodology

The methodology combines 40% of the ACGS score with 30% of the MCCG score and 30% of the sustainability score for a comprehensive assessment.



Validation

Undergo a targeted peer review process for checks and balances; Conduct adverse record checks.



Adjudication

Award categories and award winners endorsed by the Adjudication Committee

About NACGSA



26 September 2024
Thursday



Mandarin Oriental,
Kuala Lumpur



7.00 PM - 10.30 PM

The National Corporate Governance & Sustainability Awards (NACGSA) is a prestigious accolade that honours exemplary corporate governance and sustainability practices among PLCs in Malaysia.

The award consolidates existing corporate governance and sustainability awards, further enhancing the MSWG-ASEAN CG Awards. Since 2012, MSWG has assessed the corporate governance disclosures of PLCs in Malaysia using the ACGS methodology.

NACGSA aligns with the Securities Commission Malaysia's Corporate Governance Strategic Priorities (2017-2020), which aim to fortify Malaysia's reputation for strong corporate governance. By integrating governance and sustainability, NACGSA acknowledges the importance of ethical and environmental practices for long-term performance and value creation.

Benchmarking PLCs based on their governance, sustainability practices, and transparency, NACGSA promotes good governance and sustainability. Recognising and rewarding PLCs that excel in these areas creates a compelling incentive for companies to prioritise sound governance and sustainable practices.

MSWG has fully assumed responsibility for the NACGSA, commencing assessments under this comprehensive framework.

For further information on the event, please email nacgsa@mswg.org.my



Independent Assessment

No entry fees or nominations are required for assessment.



Comprehensive Coverage

Includes all publicly listed companies.



Endorsed Methodology

Assessment methodology endorsed by the Corporate Governance Council.



Globally Recognised Framework

Utilises CG framework recognised globally and endorsed by ASEAN.



Independent Adjudication

Results adjudicated by an independent committee.

About MSWG

The Minority Shareholders Watch Group (MSWG) was established in 2000 as a government initiative as part of a broader capital market framework. Its primary purpose is to raise awareness of minority shareholders' interests, and corporate governance matters through shareholder activism and stakeholder engagement.

MSWG is licensed by the Securities Commission Malaysia under the Capital Markets and Services Act 2007. It is a self-governing, non-profit organisation substantially funded by the Capital Market Development Fund (CMDf). MSWG is an essential channel of capital market discipline that encourages good governance intending to create sustainable value.

Since its incorporation, MSWG has evolved into a respected and independent corporate governance research and monitoring organisation in the capital market. Most notably, it highlights and provides independent views and guidance to investors and regulators.



Minority Shareholders Watch Group

Badan Pengawas Pemegang Saham Minoriti Berhad (20-0001022382)

Level 23-2, Menara AIA Sentral
No.30, Jalan Sultan Ismail
50250 Kuala Lumpur, Malaysia

NA
CG
SA
2024

Tentative Agenda

Thursday, 26 September 2024
Mandarin Oriental, Kuala Lumpur

NACGSA
2024

6:30 pm	Registration
7:00 pm	Arrival of VIPs / Guest of Honour
8:00 pm	Welcoming Remarks YBhg Datuk Nasir Ali Chairman, Minority Shareholders Watch Group
8:10 pm	Keynote Address and Launch by Guest of Honour
8:25 pm	Dinner and Performances
9:15 pm	Video Presentation on NACGSA Award & Recognition Plaque Presentation
10:30 pm	End of Event

Organiser

MSWG
MINORITY SHAREHOLDERS WATCH GROUP

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Dana Pembangunan Pasaran Modal
Capital Market Development Fund

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MA
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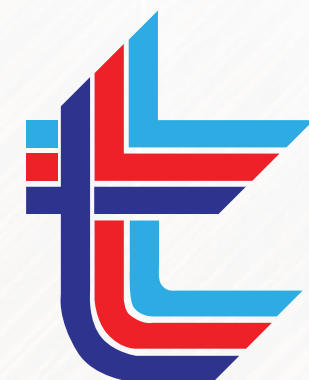
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Silver Sponsor



Bronze Sponsor



ESG Supporter Package

Gold RM20,000



One Complimentary Table at the Awards Ceremony



One Full Page Ad in NACGSA Report 2024



Logo on Event Signage Banner/ Backdrop/ Media Pullout

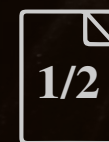


Logo on MSWG Website

Silver RM10,000



Five Complimentary Seats at the Awards Ceremony



One Half Page Ad in NACGSA Report 2024



Logo on Event Signage Banner/ Backdrop/ Media Pullout

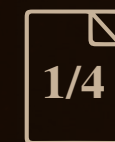


Logo on MSWG Website

Bronze RM5,000



Two Complimentary Seats at the Awards Ceremony



One Quarter Page Ad in NACGSA Report 2024



Logo on Event Signage Banner/ Backdrop/ Media Pullout



Logo on MSWG Website

Advertisement Only

- In NACGSA Report 2024
- 3 months on MSWG Website

Full Page
RM12,000

Half Page
RM7,000

Quarter Page
RM4,000

Full Page with Bleed

Trim Size : 210mm (W) x 297mm (H)
Bleed Size : 216mm (W) x 303mm (H)
Type Area : 190mm (W) x 270mm (H)

Half Page Horizontal

Trim Size : 190mm (W) x 133mm (H)
Bleed Size : -
Type Area : 190mm (W) x 133mm (H)

Quarter Page Vertical

Trim Size : 105mm (W) x 148mm (H)
Bleed Size : -
Type Area : 95mm (W) x 138mm (H)

MSWG Website Banner

Width : 1350 pixels
Height : 333 pixels
jpeg, jpg, png format only

For all artwork, please provide high resolution PDF (with crop mark)

Please provide hyperlink for integration

Note: All prices are subject to any applicable government tax.

ESG Supporters

Gold
ESG Supporter



Silver
ESG Supporter



Bronze
ESG Supporter



ESG Supporter Booking Form

Company _____

Address _____

Contact Person _____

Designation _____

Email _____

Tel No. _____ **Mobile No.** _____

We are interested in sponsoring at the following package:

Gold
RM20,000

Silver
RM10,000

Bronze
RM5,000

ADVERTISEMENT

Full Page
RM12,000

Half Page
RM7,000

Quarter Page
RM4,000

Other Sponsorship
(Please specify) _____

Note: All prices are subject to any applicable government tax.

By signing this booking form, we hereby confirm on the package selected and, we consent to be subjected to the terms & conditions herein stated.

Name _____

Designation _____

Date _____

Signature / Company Stamp

Please email the completed form to:

Email : nacgsa@mswg.org.my

Tel No.: +603 2732 0010

Please make payable to:

Acc Name: Badan Pengawas Pemegang Saham Minoriti Berhad

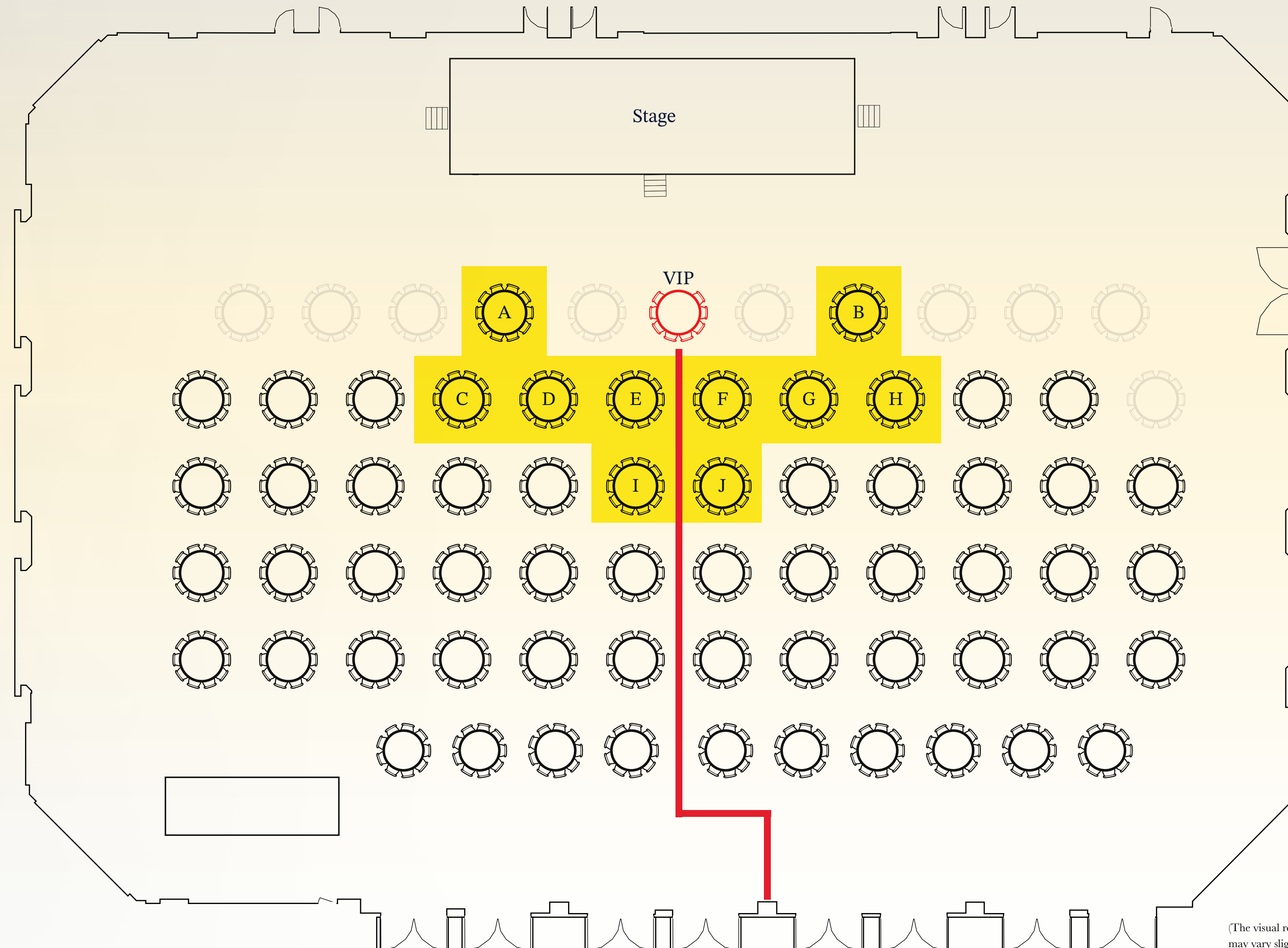
Bank: Malayan Banking Berhad (5641-5512-4857)

Please email a copy of the payment advice immediately if you have deposited into our account to finance@mswg.org.my

NACGSA
2024

Premium Tables Allocation

(Available on a first-come, first-served basis)



(The visual representation is not to scale. Actual table arrangements and event layout may vary slightly on the event day to accommodate various circumstances.)

The Event Package

Table & Advertisement

Table/Seat Only

PREMIUM Prime Seating Area	RM18,000
GENERAL Open Seating Area	RM12,000
SEAT Single Seat Only	RM1,300

Table + Advertisement in NACGSA Report 2024

+ Full Page RM28,500	+ Half Page RM23,500	+ Quarter Page RM21,000
+ Full Page RM22,500	+ Half Page RM18,000	+ Quarter Page RM15,000

Advertisement Only

- In NACGSA Report 2024
- 3 months on MSWG Website

Full Page RM12,000	Half Page RM7,000	Quarter Page RM4,000
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Advertisement Specifications

Full Page with Bleed

Trim Size : 210mm (W) x 297mm (H)
Bleed Size : 216mm (W) x 303mm (H)
Type Area : 190mm (W) x 270mm (H)

Half Page Horizontal

Trim Size : 190mm (W) x 133mm (H)
Bleed Size : -
Type Area : 190mm (W) x 133mm (H)

Quarter Page Vertical

Trim Size : 105mm (W) x 148mm (H)
Bleed Size : -
Type Area : 95mm (W) x 138mm (H)

MSWG Website Banner

Width : 1350 pixels
Height : 333 pixels
jpeg, jpg, png format only

For all artwork, please provide high resolution PDF (with crop mark)

Please provide hyperlink for integration

Note: All prices are subject to any applicable government tax.

Table & Advertisement Booking Form

Company _____

Address _____

Contact Person _____

Designation _____

Email _____

Tel No. _____ **Mobile No.** _____

We are interested in purchasing the table and advertisement at the following package:

Premium Table (10 Tables)
RM18,000

Normal Table (Unlimited)
RM12,000

Seat Only
(Unlimited)
RM1,300

+ Full Page Ad
RM28,500

+ Full Page Ad
RM22,500

+ Half Page Ad
RM23,500

+ Half Page Ad
RM18,000

+ Quarter Page Ad
RM21,000

+ Quarter Page Ad
RM15,000

ADVERTISEMENT ONLY

Full Page
RM12,000

Half Page
RM7,000

Quarter Page
RM4,000

Other Sponsorship (Please specify) _____

We would like to redeem the **Complimentary Table** from the **Subscriber Package B (Elite - RM15,000)**

By signing this booking form, we hereby confirm on the package selected and, we consent to be subjected to the terms & conditions herein stated.

Name _____

Designation _____

Date _____

Signature / Company Stamp

Please email the completed form to:

Email : nacgsa@mswg.org.my

Tel No.: +603 2732 0010

Please make payable to:

Acc Name: Badan Pengawas Pemegang Saham Minoriti Berhad

Bank: Malayan Banking Berhad (5641-5512-4857)

Please email a copy of the payment advice immediately if you have deposited into our account to finance@mswg.org.my

Terms & Conditions (“T&C”)

Submission of this ESG Supporter/Table & Advertisement Booking Form confirms your participation at the Minority Shareholders Watch Group (MSWG) **National Corporate Governance and Sustainability Awards 2024** which will be held on **26 September 2024** at **Mandarin Oriental, Kuala Lumpur (“Event”)**. The following terms and conditions in this ESG Supporter/Table & Advertisement Booking Form (referred to as the “**Agreement**”) shall apply.

1 Application

- 1.1 All applications made shall be processed by MSWG on a first-come, first-served basis, i.e. in order of receipt of the applications. Final approval rests with MSWG.
- 1.2 Applicants who have submitted the application forms shall be deemed to have read, accepted and agreed to be subjected to this Agreement.
- 1.3 Any incomplete application forms (including incomplete information) submitted shall not be entertained.
- 1.4 The Event ESG Supporter/table/seat/advertisement fee is the total fee payable by the ESG Supporter/purchaser (table/seat purchase)/advertiser to MSWG regarding the licensing of the ESG Supporter, table/seat allocation, advertisement space, advertisement and related services.
- 1.5 The duration of the ESG Supporter shall end on **26 September 2024** whilst the advertisement shall end on **31 December 2024**.

2 Payment

- 2.1 Payment shall be made within fourteen (14) days from the receipt of the invoice from MSWG.
- 2.2 For applications received from **30 August 2024** onwards, the payment is due immediately.
- 2.3 MSWG at its discretion may appoint a new ESG Supporter if the chosen ESG Supporter fails to adhere to the payment terms.
- 2.4 All payments made are non-refundable. Unless stipulated under clause 3.1 or 3.3.

3 Cancellation, Postponement and Changes

- 3.1 MSWG reserves the right to cancel and/or postpone the Event for any reasons beyond MSWG’s control, including the circumstances provided for under clause 4 of this Agreement and in relation thereto.
- 3.2 MSWG reserves the right, at its sole discretion, to change the time and date of the Event. MSWG will notify the ESG Supporters/advertisers of any changes.
- 3.3 The ESG Supporters/advertisers reserve the right to cancel its participation for the reasons provided under clause 4 of this Agreement and in relation thereto.

4 Force Majeure

- 4.1 Force Majeure Event means an event beyond the control of an affected party, either MSWG or the ESG Supporter/purchaser/advertiser, that prevents the affected party to comply with any of its obligations under this Agreement, including but not limited to act of God, epidemics, fires, floods, earthquakes, storms, sand storms, typhoons, blockade, embargo, plague or other epidemics or similar events, wars, invasions, acts of foreign enemies or terrorist, acts of civil or military authority, revolutions, riots, explosions, strikes, hijacking, lockouts, civil commotion, insurrection, rebellion or sabotage or labour disputes. Force Majeure Event shall exclude any strikes, lockouts, labour disputes or other action primarily by the act of employees or agents of the affected party.
- 4.2 Pursuant to clause 3.1 above, notwithstanding any other provisions in this Agreement, if both Parties have agreed to affect the cancellation of this Agreement, the ESG Supporter/purchaser/advertiser shall be entitled to get a full refund of the payment which has been contributed to MSWG and MSWG shall refund the same within thirty (30) days of the notice by the ESG Supporter/purchaser/advertiser.
- 4.3 Pursuant to clause 3.3 above, if both parties have agreed to affect the cancellation of this Agreement, the ESG Supporter/purchaser/advertiser shall be entitled to get a 50% refund of the payment which has been contributed to MSWG and MSWG shall refund the same within thirty (30) days of the notice by the ESG Supporter/purchaser/advertiser.

4.4 Save as provided herein, neither party shall be liable for any failure to fulfil any term of this Agreement if fulfilment has been delayed, interfered with or prevented by Force Majeure Event.

4.5 Force Majeure may only be invoked by an affected party if it fulfils all the following conditions:

- a. the Force Majeure Event is due to no fault of the affected party;
- b. the affected party relying on the Force Majeure Event is not already in default of those obligations under this Agreement but whose performance is delayed, interfered with or prevented by Force Majeure;
- c. the Force Majeure Event could not be prevented by the exercise of reasonable diligence by the said party; and
- d. the Force Majeure Event is beyond the reasonable control of the said party.

4.6 If the Force Majeure Event has occurred and either party reasonably considers such Force Majeure Event applicable to be of such severity or to be continuing for a period of more than four (4) months, then this Agreement including all rights and obligations hereunder shall forthwith become ceased. Neither party shall have any claims against each other save and except in respect of any antecedent breach.

5 Benefits

- 5.1 The benefits offered under the respective ESG Supporter/table/advertisement packages would only be implemented upon full payment of the ESG Supporter/table/advertisement amount.
- 5.2 The benefits are non-transferable and non-exchangeable for cash.
- 5.3 MSWG reserves the right to:
 - a. replace the benefits with items of similar value should circumstances beyond MSWG’s control arise; and
 - b. make alternative arrangements regarding the benefits offered, with prior notice should it be deemed necessary.

6 Advertisement

- 6.1 All advertisements shall be subjected to MSWG’s approval based on its sole discretion.
- 6.2 MSWG shall be entitled to reject the publication of any advertisements and may request that the same be replaced with a new ad or make alternative arrangements.

7 Intellectual Property Rights

- 7.1 Subject to this Agreement, ESG Supporter/purchaser/advertiser shall grant MSWG the right to use their trade names, corporate logos, trademarks, company descriptions and any other marketing materials in any advertising and promotional medium distributed by MSWG solely in connection with the Event. This applies to future marketing by MSWG and/or any similar event to be held.
- 7.2 ESG Supporter/purchaser/advertiser/participant consent to the potential inclusion of any photographs and/or videos taken during the session in MSWG's promotional and branding materials.

8 Amendments, Variations or Modifications

- 8.1 This Agreement shall not be amended, varied or modified except with the written consent of MSWG.

Terms & Conditions (“T&C”) cont’d

9 Indemnity

- 10.1 ESG Supporter/purchaser/advertiser shall fully release and indemnify MSWG from and against all costs, expenses, charges, demands, actions, claims, losses, liabilities, judgments, causes of action, proceedings, suits, penalties or damages of any kind, arising out of or are attributed to:
- negligence, omission, or wilful misconduct relating to this Agreement and the Event;
 - any claim made by ESG Supporter/purchaser/advertiser employees, agents, and representatives;
 - failure to comply with any applicable laws and regulations relating to this Agreement and the Event; and
 - providing to the MSWG of any unauthorised or illegal materials, or materials which infringe or misappropriate another third party’s intellectual property or proprietary rights.

10 Limitation of Liability

- 11.1 In no event shall MSWG be liable for:
- any loss, theft or destruction of hardware and other tangible goods including materials and products which you are solely responsible for;
 - any personal injury or death of ESG Supporter/purchaser/advertiser employees, agents and representatives during the Event unless it is due to the negligent acts or omissions of MSWG;
 - any damage to ESG Supporter/purchaser/advertiser business or reputation as a result of MSWG’s failure to hold the Event as scheduled or provide the required booth space to you for the Event; and
 - delay to any sessions or activities during the Event.
- 11.2 In no event shall the aggregate liability of either party towards each other for direct or statutory damages arising from this Agreement or the Event exceed the amount of ESG Supporter/table/advertisement fees paid by ESG Supporter/purchaser/advertiser under this Agreement. Neither party shall be liable under this Agreement for any indirect, punitive, special, incidental, consequential, exemplary or similar damages, howsoever caused.

11 Personal Data Protection Act

- 11.1 By agreeing to become a ESG Supporter/purchaser/advertiser of the Event, you consent to MSWG’s use of your personal data according to the Personal Data Protection Act (PDPA) 2010 and MSWG’s Personal Data Protection Notice.

12 Anti-Bribery and Anti-Corruption

- 13.1 All forms of bribery and corruption are prohibited. MSWG upholds a zero-tolerance approach. In addition to not participating in bribery, ESG Supporter/purchaser/advertiser must not participate in any corrupt activity, such as extortion, collusion, breach of trust, abuse of power, trading under influence, embezzlement, fraud or money laundering.

13 Miscellaneous

- 14.1 Nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating an agency, partnership, joint venture or any other relationship between the parties in this Agreement except as expressly set forth herein.
- 14.2 All notices required to be provided in connection with this Agreement shall be in writing, and be delivered by registered mail or by courier, at the addresses set forth in this ESG Supporter/table/advertisement Booking Form.
- 14.3 Neither party shall assign nor otherwise transfer this Agreement or any of its rights and obligations hereunder, whether in whole or in part, without the prior written consent of the other party. Any assignment in violation of this clause shall be void. Waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach.
- 14.4 Save as agreed otherwise, this Agreement constitutes the entire agreement relating to the matters set forth herein and supersede any and all prior or contemporaneous discussions, representations, correspondences and agreements, whether oral or written, pertaining thereto.
- 14.5 If any one or more of the provisions or part thereof contained in this Agreement should be or become invalid, illegal or unenforceable due to any reason, this shall not in any way affect or impair the validity or enforceability of the remaining provisions in this Agreement. If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.6 This Agreement may only be amended or modified in writing and duly executed by the parties.

14 No Claims Against MSWG

- 15.1 The ESG Supporter/purchaser/advertiser agrees that no claims shall be made against MSWG in relation to the following:
- replacement of ESG Supporter/purchase/advertiser benefits with items of similar value;
 - providing alternative arrangement in respect of the ESG Supporter/purchase/advertisement benefits; and
 - non-publication of advertisement; and cancellation of advertisement.

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2024

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