



Whistleblower Policy

Last updated August 2025

Companies obligated by this procedure

"Company" in this document means:
Global Risk Management Pte. Ltd.

Related Policies

Policy
Whistleblower Policy

Related Procedures

Procedure
Whistleblower Procedure

Document review and sign-off

Version	Responsible for Review	Review date	Document approver	Approval date
1.0	Head of Legal	May 2024	Board of Directors	26 September 2024
1.1	Legal and Compliance	August 2025	Board of Directors	25 September 2025

Revision history

Version	What is changed	Reason for change	Legal background
1.0	Newly created	N/A	N/A
1.1	N/A	N/A	Annual review



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1 INTRODUCTION AND PURPOSE

- 1.1 This Whistleblower Policy describes the purpose of Global Risk Management Pte. Ltd. (hereinafter referred to as "the Company"), having introduced a Whistleblower Arrangement (hereinafter the "Arrangement"), how it works, who can make use of the Arrangement, and what may be reported through the Arrangement. References might be made to A/S Global Risk Management Ltd. Fondsmæglerselskab and A/S Global Risk Management Ltd. Holding (hereinafter together referred to as "Global Risk Management Group").
- 1.2 The Arrangement is subject to local law in Singapore. In case of discrepancies between this Whistleblower Policy and local law, *local law shall apply*. Consequently, the following sections of this Whistleblower Policy shall apply unless otherwise regulated by local law in Singapore.
- 1.3 The purpose of the Arrangement is to ensure that a Whistleblower, as defined in this Whistleblower Policy, can swiftly and confidentially, through a special, independent, and autonomous channel, report violations or potential violations within the scope of this Arrangement, allowing an independent and autonomous whistleblower unit to assess which steps are required in this respect.

2 WHO CAN USE THE ARRANGEMENT?

- 2.1 The Arrangement can be used by persons who report information on violations that the person in question has gained access to in connection with his or her work-related activities and who belong to the following categories of persons (hereinafter referred to as "**Whistleblower**"):
- (i) Employees
 - (ii) Self-employed persons
 - (iii) Shareholders and members of the executive board, board of directors, or similar governing body in an undertaking
 - (iv) Volunteers
 - (v) Paid or unpaid trainees
 - (vi) Persons working under the supervision and management of contracting parties, subcontractors, and suppliers
 - (vii) Persons reporting or publishing information to which they have gained access in a work-related relationship that has ceased since then
 - (viii) Persons in work-related relationships that have not yet commenced who report information on violations to which they have gained access during the recruitment process or other pre-contractual negotiations
- 2.2 Persons listed under section 9.4 can also file reports under the Arrangement (for instance, an intermediary assisting the Whistleblower with the reporting process in a work-related context).
- Persons not included in the categories of persons stated in sections 2.1 or 9.4 cannot file reports under the Arrangement, but have to report through ordinary communication channels.

3 WHAT MAY BE REPORTED THROUGH THE ARRANGEMENT?

- 3.1 The Arrangement covers reports regarding serious offences or other serious matters (see section 3.4 (i) as well as reports regarding violations (see section 3.4(ii)).
- 3.2 "Violations" means acts or omissions that
- (i) are illegal or constitute a serious offence or other serious matters comprised in section 3.4 or
 - (ii) allow circumventions of the purpose of the rules under section 3.4.

- 3.3 Any information may be reported, including reasonable suspicion about actual or potential violations or serious matters as described in section 3.4, which have occurred or will probably occur at the Company, as well as any attempts to cover up such violations.
- 3.4 The report must concern violations or potential violations, defined as acts or omissions which:
- (i) are serious offences or other serious matters, like, for instance:
 - Violation of any duty of confidentiality
 - Abuse of financial means
 - Theft
 - Deceit
 - Embezzlement
 - Fraud
 - Bribery
 - Violation of industrial safety rules
 - Any form of sexual harassment
 - Severe harassment, e.g., bullying, violence, and harassment due to race, political or religious affiliation
 - (ii) are illegal, including, for instance:
 - Public procurement
 - Money-laundering
 - Protection of privacy and personal data
 - Security of network and information systems
- 3.5 The Arrangement may only be used for reporting violations or potential violations in relation to the issues described in section 3.4 that have occurred or most probably will occur in the Company's organisation, committed, for instance, by employees, the executive board, or members of the board of directors of the Company. In connection with reports on incidents committed by the Company, please note that such incidents may be reported, although the incident cannot be attributed to a person, but may be due to a basic systemic failure at the Company.
- 3.6 Offences not covered by the Arrangement must be reported through ordinary communication channels.

4 CONTENTS OF THE REPORT

- 4.1 To facilitate further investigation of the reported issue and to identify the offence, it is important that the Whistleblower describes the offence in the best possible way. It is thus not possible to make any further investigations of a report if the report is not specified or if it only contains very general allegations without any further clarification.
- 4.2 Therefore, it is important that the Whistleblower, to the utmost extent, provides the following information:
- a description of the matter;
 - the person(s) involved;
 - whether others are aware of the suspicion about the matter;
 - whether the executive board knows about the matter;



- whether documents exist that support the matter;
- whether and where further information may be found about the matter;
- for how long the matter has gone on and
- whether the Whistleblower knows about any attempts to hide the offence.

4.2.1 Manifestly unfounded reports will not be investigated further.

5 HOW CAN A REPORT BE SUBMITTED, AND WHO WILL RECEIVE THE REPORT?

- 5.1 The Company has appointed a whistleblower unit that
- (a) will receive the reports and be in contact with the Whistleblower;
 - (b) will follow up on the reports and
 - (c) give feedback to the Whistleblower.
- 5.2 The whistleblower unit in charge of the tasks mentioned in section 5.1 consists partly of two lawyers from Plesner Law Firm in Denmark (hereinafter "**Plesner**") and partly of an impartial group of persons at Global Risk Management Group.
- 5.3 Written reports are submitted through Plesner's whistleblower portal, which can be found here: <https://whistleblower.plesner.com/direct.aspx?c=GlobalRisk>
- 5.4 Written reports are received by two lawyers at Plesner. Plesner will make a legal capacity assessment of the persons of the whistleblower unit who can process the report, after which the report will be forwarded to the relevant persons (hereinafter referred to as "**Case Managers**") at Global Risk Management Group.
- 5.5 It is only possible to submit written reports under the Arrangement.
- 5.6 The whistleblower unit will treat all written reports as confidential.
- 5.7 The Case Managers appointed to receive and follow up on the reports are subject to a duty of confidentiality regarding the information contained in the reports.

6 ANONYMITY

- 6.1 The Company encourages the Whistleblower to state his or her name when submitting a report so that the Case Managers can ask clarifying questions and subsequently provide feedback on the investigation's further course. However, anonymous communication between Plesner and a Whistleblower who chooses to remain anonymous is possible (see sections 6.4 and 6.5).
- 6.2 If the Whistleblower chooses to submit an anonymous report, it is recommended - to ensure full anonymity - that the Whistleblower uses a private PC or, for instance, a PC located at a public library.
- 6.3 Plesner has made a communication module available, allowing the Whistleblower to communicate with Plesner to provide additional information about the reported matter, which Plesner will then pass on to the Case Managers.
- 6.4 The Whistleblower can provide additional information to Plesner through the communication module and remain anonymous. In connection with the reporting, a one-off code is generated, which, to safeguard anonymity, cannot be recreated. Therefore, it is **important** that the Whistleblower keeps the code and remembers to log on to the communication module to communicate with the whistleblower unit.
- 6.5 The communication module can be accessed through the link mentioned above under the Arrangement (see section 5.3) to log on to the communication module. If the Whistleblower chooses to be anonymous, it is important that the Whistleblower regularly enters the communication module to check whether Plesner has asked any questions. If the Whistleblower is

anonymous, Plesner cannot contact the Whistleblower in any other way, for instance, to inform the Whistleblower that additional questions, etc., have been submitted.

7 INFORMATION TO THE WHISTLEBLOWER

- 7.1 The Whistleblower will receive:
- an acknowledgement of receipt of the report within three (3) days of that receipt; and
 - feedback as soon as possible and, in principle, within three (3) months from the acknowledgement of receipt of the report.
- 7.2 "Feedback" means a notification about the measures taken by the Company to assess the correctness of the allegations made in the report and, where relevant, to counter the reported offence. The feedback provided by the whistleblower unit must, at any time, observe the rules under local data protection law, which may entail limitations in relation to the contents of the feedback to the Whistleblower.
- 7.3 Depending on the circumstances, an extension of the timeframe for the feedback may be required, where necessary, due to the specific circumstances of the case, in particular, the nature and complexity of the report, which may require a lengthy investigation. If this is the case, the Whistleblower must be notified.

8 INFORMATION TO AND PROTECTION OF THE PERSON CONCERNED

- 8.1 After a preliminary investigation has taken place and all relevant evidence has been secured, the person concerned, i.e., the person reported under the Arrangement, will, among other things, be informed about:
- the identity of the Case Manager(s) responsible for the investigation of the report; and
 - the issues of the report.
- 8.2 The person concerned is entitled to protection of his or her identity during the case management and has a right to an effective defence.
- 8.3 The reported person may have the right of access to information about the Whistleblower's identity where necessary for the reported person to exercise his or her right to an effective defence.

9 PROTECTION OF THE WHISTLEBLOWER

- 9.1 If not otherwise regulated in local law, the Whistleblower is protected against retaliation when submitting a report through the Arrangement if the following conditions are fulfilled:
- The person submitting the report meets the conditions to be considered a whistleblower (see section 2.1).
 - The Whistleblower had reasonable grounds to believe that the reported information was correct at the time of reporting and that the reported information falls under the scope of the Arrangement (see section 3.4).
- 9.2 "Retaliation" means unfavourable treatment or unfavourable consequences as a reaction to a report. This may be suspension, dismissal, demotion, or equivalent measures.
- 9.3 If the Whistleblower submits a report in bad faith and is fully aware that the reported information is incorrect, the Whistleblower is not protected against retaliation.
- 9.4 In addition to the group of persons mentioned in section 2.1, the protection described in section 9 also applies to the following persons or entities:



- 1) Intermediaries, i.e., a natural person who confidentially assists a whistleblower with the reporting process in a work-related context.
- 2) Third parties who are connected to the Whistleblower and who risk being subject to retaliation in a work-related context (e.g. a colleague).
- 3) Undertakings and authorities that the Whistleblower owns, works for, or is otherwise connected with in a work-related context (e.g., an undertaking owned by the Whistleblower).

9.5 If the Whistleblower has deliberately revealed his or her identity in connection with the publication of the reported matter, the special considerations regarding protecting the Whistleblower's identity are not applicable.

10 DATA SECURITY AND DATA STORAGE

- 10.1 The Company and Global Risk Management Group will register all reports received under the Arrangement. The registration is subject to local data protection law.
- 10.2 All information reported through the Arrangement, including information on persons reported through the Arrangement, will be processed in accordance with applicable law.
- 10.3 All reports will be stored properly, and only relevant members of the whistleblower unit will be able to access the information.
- 10.4 If the report falls outside the scope of the Arrangement, the Whistleblower will be informed, and the report will be closed in the Arrangement. If a report falls outside the scope of the Arrangement—but does not otherwise appear unfounded—the whistleblower unit will obtain the Whistleblower's consent to forward the report to the Head of Legal & Compliance in A/S Global Risk Management Group. Before giving his or her consent, the Whistleblower will be informed of any possible consequences that may arise in this respect.
- 10.5 In principle, reports will be deleted from the Arrangement 45 days after Global Risk Management Group has finalised the processing, unless, and subject to local law, the Company and Global Risk Management Group have legitimate reasons to continue the storage.
- 10.6 If the matter is reported to the police or another authority, the report will be closed in the Arrangement immediately after the case has been closed by the authorities in question.
- 10.7 If, based on the collected data, a disciplinary sanction is implemented against the person concerned, or if there are other grounds justifying and requiring the continued storage of the data on the person concerned, such data will be stored in the employee's personnel file, where an employee is involved.
- 10.8 Otherwise, the information is stored in accordance with the Company's deletion policy.

11 QUESTIONS

- 11.1 If you have any questions regarding this Whistleblower Policy, you are welcome to contact the Head of Legal & Compliance/ Legal@global-riskmanagement.com