



Property

# VENDOR COBC

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CODE OF BUSINESS CONDUCT

## **VENDOR CODE OF BUSINESS CONDUCT**

Behaving in an ethical manner is the cornerstone of the Group's belief and practice. The Group strives to develop, work and strengthen relationships with Counterparties that share the same values and practices as the Group, with the recognition that business practices and actions of Counterparties may significantly impact the Group.

To provide clarity on our expectations of the behaviour and conduct of the Group's Counterparties, we have developed this Vendor Code of Business Conduct ("**Vendor COBC**") to provide guidance to our Counterparties on the required standards of behaviour when working with, providing goods/services or entering into Business Transactions with the Group.

In this handbook, the expressions "The Group" and "Sime Darby Property Berhad" are used interchangeably to refer to Sime Darby Property Berhad or its subsidiaries, both local and foreign.

Similarly, the words "we", "our" and "us" are also used to refer to Sime Darby Property Berhad's group of companies including all of its Directors and Employees.

The Group's Code of Business Conduct can be obtained from the Group's website at [www.simedarbyproperty.com](http://www.simedarbyproperty.com)

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## INTRODUCTION

## 1 INTRODUCTION

The Group expects all Counterparties and their Employees, subsidiaries, affiliates, suppliers, agents and subcontractors who have been appointed or engaged to perform work for the Group (collectively, "Representatives") to adhere to the standards of behaviour which reflect high standards of ethical practices and professional conduct as set forth in this Vendor COBC while working with, providing goods/services to, or entering into Business Transactions with the Group.

This Vendor COBC applies to:

- All Counterparties of the Group; and
- All the Counterparties' Representatives that the Counterparties have appointed to perform work for or provide goods/services to the Group.

### 1.1 Responsibility and Compliance with the Vendor COBC

Counterparties are required to:

- Understand and comply with this Vendor COBC. This includes but not limited to:
  - Reviewing, understanding and declaring compliance with the Vendor COBC via the Vendor Integrity Pledge ("**VIP**") that can be obtained from the Group's website at [www.simedarbyproperty.com](http://www.simedarbyproperty.com).
  - Committing that its operations are subject to the provisions contained in this Vendor COBC and monitoring compliance with the principles set out in this Vendor COBC.
  - Signing the "Declaration of Interest" which is the Counterparties' declaration/disclosure of any potential or actual conflict of interest at the beginning of the procurement exercise such as submission of the tender/bid, quotation or response to the Request for Fee Proposal ("**RFP**"). The Declaration of Interest can be obtained from the Group's website at [www.simedarbyproperty.com](http://www.simedarbyproperty.com), which declaration shall remain true and accurate until the completion of the work/services performed/goods provided for the Group.
  - Communicating with, making aware of, and procuring their Representatives that are engaged to carry out the Contract/agreement with, perform the work for or provide the goods/services to the Group to review, understand, sign and comply with the VIP and this Vendor COBC and implement this Vendor COBC in their operations and across the supply chains.
- Disseminate, educate and verify compliance by their Representatives that they have appointed to perform work for or provide goods/services to the Group of the provisions of this Vendor COBC.
- Report any Breaches of this Vendor COBC (whether potential or actual) to the Group in accordance with paragraphs 1.4 and 1.5.

The Group may from time to time and depending on the business, transactional or regulatory needs, require further compliance that may be imposed on the Counterparties through a supplemental agreement or additional terms and conditions.


This Vendor COBC is not an exhaustive document and does not address every possible situation. Counterparties are required to familiarise themselves with the principles as articulated in this Vendor COBC and adhere to all applicable policies, procedures, laws and regulations.

Where there is a conflict between the provisions of this Vendor COBC, the Contracts/agreements signed with the Group and any other regulatory and legislative provisions, the stricter provisions shall apply. However, if any local custom or practice conflicts with this Vendor COBC, Counterparties are required to comply with this Vendor COBC.

## **1.2 Seeking Guidance**

If there is any ambiguity or doubt with regard to any of the above, Counterparties shall consult the relevant staff/personnel of the Group with whom they are dealing for clarification and guidance or contact the Head of Procurement of the Group or Group Compliance Office using the following channels:

 [compliance@simedarbyproperty.com](mailto:compliance@simedarbyproperty.com)

 (603) 7849 5586

## **1.3 Right to Audit/Evaluation**

While the Group expects Counterparties and their Representatives to self-monitor and demonstrate compliance with this Vendor COBC, the Group and/or an authorised third party acting on behalf of the Group may perform an audit on the Counterparties and their Representatives to verify compliance with this Vendor COBC.

The Group and/or the said third parties may inspect and audit the Counterparties' and their Representatives' offices, facilities, operations, books and records, and staff/workers' accommodation provided by the Counterparties or their Representatives and may include meetings/interviews which shall be conducted in confidence. If there is evidence of non-compliance with this Vendor COBC, the Counterparties or their Representatives will be required to take immediate corrective and remedial actions.

If the Counterparties or their Representatives fail to implement corrective actions and do not remedy any non-compliance in a timely manner, the Group may, in its sole discretion, take the necessary action as stated in Section 1.4 below.

## **1.4 Breach of the Vendor COBC**

It is not the intention of the Vendor COBC to impose unnecessary requirements or obligations on the Counterparties. Any assessment of non-compliance with the Vendor COBC requirements will be risk-based, which means taking into consideration the nature, size, scope and activities of the Counterparty when assessing the effectiveness of its approach in managing the relevant risks associated with the performance of the work or the provision of goods/services to the Group. We expect

our Counterparties to have adequate processes and procedures in place to manage the risks that are relevant to their business and supply chains.

Although the Group will not tolerate serious Breaches of the Vendor COBC, the Group will not simply terminate Contracts with Counterparties who may be facing challenges in complying with this Vendor COBC. Where possible, the Group will attempt to assist the relevant Counterparties in addressing and remedying such Breaches and to avoid a recurrence. If Counterparties demonstrate both commitment and success in avoiding recurrent Breaches, the Group may exercise its discretion to continue to work with the Counterparties.

Therefore, Counterparties should notify the Group, via the reporting channels listed below, should any situation develop that causes the Counterparties or their Representatives to operate in a way that may conflict with this Vendor COBC. The Group may request the removal of any Counterparties or their Representatives who engage in any conduct/behaviour that is inconsistent with this Vendor COBC or any other policies of the Group.

Counterparties may also be subjected to appropriate action(s) by the Group which may include written warnings, show cause letters, penalties (contractual or legal remedies under the law) suspension, termination of the Contract/agreement and disqualification of the Counterparties from participating in any tender or procurement exercise. In addition, the Group may also commence legal actions against the Counterparties and exercise all rights and remedies available to the Group.

Any contravention of this Vendor COBC which results in criminal offences being committed or have criminal implications under the relevant laws/regulations may result in prosecution and penalties being imposed.

Counterparties must cooperate with the Group in any investigation that the Group may conduct in relation to any allegation of inappropriate or unethical conduct/behaviour involving the Group's Employees or their Representatives in relation to any business interaction or procurement exercise.

## **1.5 Raising Concerns and Reporting Breaches**

The Group places great importance in dealing with and addressing actual or potential Breaches of this Vendor COBC or suspected violation of the relevant laws/regulations and/or any contractual obligations owed to the Group and will investigate thoroughly any information received in connection thereto. As such, the Group has put in place a whistleblowing policy, which can be accessed from the Group's website at [www.simedarbyproperty.com](http://www.simedarbyproperty.com).

The Group believes that Breaches can be dealt with through cooperation and reporting by the Counterparties and their Representatives.

Counterparties or their Representatives can escalate concerns or report actual or potential Breaches to:

- The staff/personnel of the Group whom they are dealing with or his/her supervisor; or
- The Group Procurement Department [Attention: Head of Procurement]; or
- The Group Compliance Office [Attention: Chief Risk, Integrity and Compliance Officer]; or
- The Group's whistleblowing channels as listed below:



Whistleblowing e-Form which is available on the Group's website at [www.simedarbyproperty.com](http://www.simedarbyproperty.com).



Emails:

- a) Chairman of the Audit Committee: [gacchair@simedarbyproperty.com](mailto:gacchair@simedarbyproperty.com)
- b) Whistleblowing Unit: [whistleblowing@simedarbyproperty.com](mailto:whistleblowing@simedarbyproperty.com)



Calls and/or Text Messages to: (Malaysian Office Hours; GMT+8 hours)

- a) Toll Free Numbers

Malaysia	1-800-88-2222
United Kingdom	0808-234-0865
Singapore	800-6011-485
Vietnam	120-60133

- b) Telephone Hotline at (603) 7849 5586

- c) Mobile Hotline at (6019) 2488 909



Letters to Whistleblowing Unit at:

Sime Darby Property Berhad  
P.O Box 8077,  
Kelana Jaya 46781  
Selangor Darul Ehsan, Malaysia.

In the event that a concern or complaint is raised, the Group will:

- Keep the identity of the complainant confidential.
- Seek to ensure that the complainant shall not be subject to any Harassment, discrimination, retaliation or any adverse consequences regardless whether the allegation is proven to be true or not.

However, the Group reserves the right to take appropriate actions if the allegations are proven to be frivolous, malicious or lodged in bad faith.

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## GOVERNANCE AND MANAGEMENT SYSTEMS

## **2 GOVERNANCE AND MANAGEMENT SYSTEMS**

### **2.1 Regulatory Compliance**

Counterparties and their Representatives are expected to:

- Conduct their business in compliance with the relevant laws and regulations in force in the jurisdiction(s) in which they operate.
- Obtain all necessary licenses, approvals and permits to perform the work or provide the goods/services contracted for by the Group.
- Maintain an open and transparent relationship with Government agencies, regulators and public officers.
- Comply with all relevant internal policies and procedures established by the Group, where applicable.
- Not tolerate any form of unlawful or illegal activities at their and the Group's workplace.

### **2.2 Commitment and Accountability**

Counterparties and their Representatives are expected to:

- Take full responsibility and accountability for work performed or the goods supplied, or services rendered and comply with the terms and conditions of the Contract/agreement entered into with the Group.
- Provide goods and services that are fit for the purpose and in compliance with the Contract/agreement and applicable laws and regulations.
- Allocate appropriate resources and incorporate applicable aspects of this Vendor COBC into their own internal policies and procedures.

### **2.3 Systems, Documentation and Evaluation**

Counterparties and their Representatives are required to:

- Develop and maintain appropriate information management systems and controls that will support the implementation of the principles set out in this Vendor COBC.
- Maintain accessible and searchable data and documentation evidencing conformance with the principles outlined in this Vendor COBC.
- The information management system is reviewed by relevant personnel/management on a regular basis.

### **2.4 Risk Assessment and Risk Management**

Counterparties and their Representatives shall implement appropriate risk management systems and practices to regularly identify, evaluate and manage applicable regulatory risks and the risks envisaged in this Vendor COBC. The risk assessment must be regularly updated and recalibrated and tested for effectiveness.

## **2.5 Business Continuity**

To reduce potential disruption to the Group's supply chains and the Counterparties' business operations, Counterparties and their Representatives are encouraged to have in place appropriate business continuity plans for their respective operations that support or deliver the goods and/or services to the Group.

The Group expects that at a minimum, Counterparties and their Representatives have in place plans that address potential or unexpected emergency situations and events. Emergency situations and events are to be identified and assessed with appropriate emergency plans and response procedures in place to facilitate orderly and timely recovery of the operations/business.

## **2.6 Continuous Improvement**

Counterparties and their Representatives shall demonstrate their commitment to continuous improvement and enhancement in their delivery to the Group by setting measurable performance indicators/objectives and executing improvement or corrective actions for gaps/deficiencies identified by internal or external assessment or inspections.

## **2.7 Training**

Counterparties and their Representatives shall establish, implement and continuously update their training programmes for their Employees or workers to ensure this Vendor COBC, Counterparties' policies, procedures, compliance to the Contract/agreement and applicable legal and regulatory requirements and improvement objectives are met.

## **2.8 Communication**

Counterparties and their Representatives shall establish and continue to communicate clear and accurate information about this Group's Vendor COBC, policies, practices, procedures, expectations and performance to their Employees and supply chains.

## **2.9 Misrepresentation**

Counterparties and their Representatives shall not make any inaccurate, misleading or untrue representation/statement for the purpose of securing a Contract/agreement with the Group. This includes information relating to their background including but not limited to experience, qualifications, financial status, corporate information, product or service information, resources specifications, capabilities, etc.

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## ETHICAL PRACTICES

### **3 ETHICAL PRACTICES**

#### **3.1 Avoid Conflicts of Interests**

A conflict of interest arises where there is a personal interest that could or be seen to have the potential to interfere with the objectivity in performing duties or exercising judgement.

Counterparties and their Representatives must:

- Avoid any act or omission that may give rise to a conflict of interest in the discharge of their work/provision of goods/services pursuant to the Contract/agreement entered into with the Group.
- Not gain any unfair or improper advantage or preferential treatment in their relationship or dealings with the Group's Employees.
- Immediately disclose to the staff/personnel in the Group with whom the Counterparty is dealing with or his/her supervisor if:
  - The Counterparties or their Representatives are related to any of the Group's Directors or Employees or their family members.
  - Any of the Group's Directors or Employees or their family members is a director in the Counterparty or the Representative's company(ies).
  - Any of the Group's Directors or Employees or their family members have any substantial financial or any other interest in a Counterparty or their Representative's business, except in the case where the Counterparty or their Representative is a public listed company and such financial interest is equivalent to less than 5% of the shareholding held.
  - The disclosure is required to ensure Counterparties and/or their Representatives' appointment as a Vendor of the Group will not be partly or fully determined, influenced or supervised by a Director or Employee of the Group.
- Disclose in writing to the Group if a former employee of the Group currently employed by the Counterparties has participated in the selection, award or monitored the performance of the Contract/agreement while being employed by the Group.

Counterparties and their Representatives may have personal dealings with the Group's Directors or Employees or their family members. However, in such cases, the Counterparties and their Representatives shall ensure that these dealings are undertaken on arm's-length basis and on normal commercial terms which are not more favourable than those generally available to the public.

#### **3.2 Guarding Against Bribery and Corruption**

The Group takes a zero-tolerance approach towards Bribery and corruption and strictly prohibits any attempt to influence business decisions directly or indirectly or on the behalf of the Group by paying or receiving bribes and kickbacks or any other unethical practices. The Group is committed to comply with the provisions of the

Malaysian Anti-Corruption Commission Act 2009 and any anti-corruption/bribery laws of the countries affecting the Group's operations.

Counterparties and their Representatives are expected to:

- Comply with **all applicable anti-corruption/bribery laws** and regulations and treaties in the countries in which they operate, or which are applicable to them.
- Not, either directly or indirectly, give, offer, solicit or accept, or authorise the giving, offering, soliciting or acceptance of any money, reward, incentive or anything else of value or any improper advantage (whether financial or otherwise) or unfairly influence the decision of **any individual in the Group or any other individual representing the Group, Government Officials, officers of private enterprises and their Connected Persons.**
- Not, either directly or indirectly, **instruct any representative or Third Party**, to give, offer or authorise the giving, offering of any money, reward, incentive or anything else of value or any improper advantage (whether financial or otherwise) **on behalf of the Group**, to obtain or retain business or any unfair advantage in the conduct of business when carrying out the Group's dealing and/or for any other purpose connected to the Group's dealings.
- At a minimum, have in place an Anti-Bribery Policy and Whistleblowing Policy and supporting system. Counterparties and their Representatives are encouraged to implement the Anti-Bribery and Corruption Management System to prevent, detect and deter corrupt activities.

Counterparties must refrain from any activity, behaviour or transaction(s) that could give rise to the perception or suspicion of any corrupt act/conduct or of such potential act. These include:

- Payment of commissions that Counterparties or their Representatives have reason to suspect will be perceived as bribes or have reason to suspect will be used by the recipient to pay bribes or for other corrupt purposes or abuse of power; and
- Payment of facilitation payments ('grease payments') to gain access to, secure or expedite the performance of a routine function which they are in any event obligated to perform. The Group prohibits such facilitation payments. Counterparties must inform the Group Compliance Office [Attention: Chief Risk, Integrity and Compliance Officer] when faced with any suggestion/request for facilitation payments.
- Being involved in any corrupt act/conduct, which includes but not limited to abuse of power/position or authority, or falsification of documents or concealment or taking steps to delay the dissemination of information that a bribe, improper advantage or facilitation payment has been given or received.
- Offering any gratification of any kind whatsoever to the Group's Employees and/or their Family Members as an inducement or reward to obtain any advantage before, during or after the procurement process. This includes gifts, entertainment, junkets, events or functions.

### 3.3 Gifts, Entertainment, Travel and Corporate Hospitality

The Group also strictly prohibits the use of improper entertainment, travel and corporate hospitality to influence business decisions. The Group adopts a No Gift Policy across its operations.

Counterparties and their Representatives are expected to:

- Respect and comply with the Group's No Gift Policy.
- Not give, offer, or solicit gifts to the Employees and Directors of the Group and to any third parties acting on behalf of the Group.
- Not offer any gifts, entertainment or travel benefits to any member of the Group's Procurement Department or their representatives or any of the Group's Employees in relation to a quotation, request for tender or tender process.

Gifts, Entertainment, Travel and Corporate Hospitality can be in the form of:

- Cash or Cash Equivalents;
- Discount on products or services or loans that are offered at better or more favourable terms than those generally available to the public;
- Entertainment, including those that are offensive, in bad taste and against public decency/morality;
- Travel, accommodations and any on-ground arrangements;
- Provision of vehicles, products, equipment, club or facility memberships or personal services;
- Gifts that are delivered to the office/work premises or homes of the Directors and Employees of the Group or other organisations;
- Gifts provided to any Family Member or relative(s)\* of the Director or Employees of the Group or other organisations. These gifts will be deemed as gift received by the said Director or Employee.

Note: \* Such gift is deemed provided to the Director or Employee as it would not have been normally offered to the relatives if not due to the relationship with the Director and/or Employee.

### 3.4 Donations and Sponsorships

Corporate donations and sponsorships can be seen as a contribution or form of support to worthy/charitable causes. However, even legitimate donations and sponsorships may give rise to the risk of a perception of condoning bribery and corruption.

Counterparties and their Representatives **shall not**:

- Offer or make any donation or sponsorship on behalf of the Group.
- Instruct any Third Party to offer or make any donation or sponsorship on behalf of the Group.

### 3.5 Political Contributions

The Group observes all applicable laws and regulations concerning political donations/contributions in the countries in which we operate. Corporate political donations/contributions are strictly regulated under the Group's internal policies.

Counterparties and their Representatives **shall not**:

- Offer or make any donations/contributions to Political Parties/groups on behalf of the Group.
- Receive instructions or instruct any Third Parties to offer or make any political donations/contributions on behalf of the Group.

Political donations/contributions or expenditure include but are not limited to:

- Paying for advertisement and other political campaign expenses.
- Paying for or sponsoring events/functions organised by Political Parties/groups.

### 3.6 Anti-Money Laundering, Anti-Terrorism Financing

Money laundering is the process of hiding the true nature or source of illegally obtained funds and passing the funds surreptitiously through legitimate channels by the means of bank deposits, investments or transfers from one place (or person) to another. The Group strictly avoids any association or connection with, whether directly or indirectly, any suspected unlawful, illegal or criminal elements/activities or the proceeds of any such elements/activities/transactions.

Counterparties and their Representatives are expected to:

- Comply with all applicable anti-money laundering and anti-terrorism financing legislation/regulations in all countries in which they operate.
- **Not** be associated with or involved in money laundering activities/ transactions, whether directly or indirectly, or be perceived to be involved in such activities/transactions.
- Not knowingly deal with criminals, suspected criminals or the proceeds of any unlawful activities/criminal acts or transactions.

### 3.7 Competing Openly and Fairly

The Group is committed to a fair and open market where products and services are procured at competitive prices and terms.

Counterparties and their Representatives are expected to:

- Conduct their business in a fair, transparent and competitive manner and in compliance with all applicable competition and Anti-trust laws.
- Provide quotations that reflect the market value of their products and/or services.
- Not collude with others to fix prices or pricing terms.

- Not rig a competitive bid process, which includes but not limited to submitting sham bids.
- Not conspire or, collude with or form cartels, directly or indirectly, with other vendors, agents, consultants, contractors or suppliers for the purpose of reducing or eliminating competition in connection with a tender/bid or quotation.

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## PROTECTION OF ASSETS AND INFORMATION

## **4 PROTECTION OF ASSETS AND INFORMATION**

### **4.1 Protecting Assets**

Counterparties and their Representatives may have access to the Group's Assets in the course of performing their work or providing goods/services.

Counterparties and their Representatives are expected to:

- Use such Assets only when authorised by the Group.
- Protect these Assets against waste, loss, damage, abuse, misuse, theft, and misappropriation.
- Not remove the Group's Assets or property from the company's premises without prior permission.
- Not use access granted to the Group's premises/office or network access to obtain information or materials other than as expressly authorised by the Group in connection with the performance of the work or provision of goods/services.
- Ensure the Group's assets are used properly and attended to responsibly and immediately report any instances of misuse, misappropriation or theft.

### **4.2 Maintaining Proper Records**

The Group is committed to ensuring the integrity of business and financial information for the benefit of its stakeholders, including but not limited to the Board of Directors, management, shareholders, creditors and regulatory authorities.

Counterparties and their Representatives are expected to:

- Ensure that all business records and documents for transactions conducted with the Group are accurate, up-to-date, legible and readily identifiable.
- Handle the records according to the appropriate level of confidentiality.
- Ensure that all records conform to generally accepted accounting principles, where relevant, as well as to all applicable laws and regulations of the jurisdictions in which the Counterparties or their Representatives operate.
- Ensure that such records shall be furnished or made available to the Group, as and when required, in legible and searchable format, to facilitate verification or audit purposes.

Any falsification of financial or any other records or documents, or misrepresentation of information amounts to Fraud will be treated as a Breach of the Contract/agreement entered into with the Group.

### **4.3 Confidential Information**

Counterparties and their Representatives have an obligation to continue to preserve the Confidential Information even after their contractual obligations to perform work or provide goods/services to the Group have been completed or have ceased to take

effect, unless such disclosure is required by order of any court of competent jurisdiction or any competent judicial, governmental or regulatory authority.

Counterparties and their Representatives are expected to:

- Protect the Group's Confidential Information from theft, misappropriation, misuse, unauthorised disclosure or mishandling. Mishandling includes unauthorised viewing, copying, dissemination, distribution, removal, damage, destruction or alteration of the information.
- Keep all information made available by the Group confidential, where the information shall only be used for the purposes authorised for use by the Group in connection with the performance of the work or provision of goods/services.
- Not communicate or disclose such confidential information in any manner to third parties unless such communication or disclosure is authorised by the Group or in cases where such information has become publicly available.
- Must have appropriate controls, policies and procedures in place to protect the Group's Confidential Information and to prevent any information leakages or unauthorised disclosure.
- Must use reasonable endeavours to ensure their Representatives comply with the confidentiality obligations.
- Immediately notify the Group, upon receipt of a request for disclosure from any court of competent jurisdiction or any competent judicial, governmental or regulatory authority.

#### **4.4 Insider Information, Securities Trading and Public Disclosure**

As a public listed company, the Group is required to comply with various laws and regulations to make timely, full and fair public disclosure of information that may materially affect the market or its securities.

Counterparties and their Representatives are expected to:

- Not trade in securities or other financial instruments based on information regarding the Group that is obtained in the course of the performance of the work or provision of goods/services if that information is not publicly available.
- Refrain from disclosing such insider information to anyone, including their Family Members and friends, unless such disclosure is required by order of any court of competent jurisdiction or any competent judicial, governmental or regulatory authority.

#### **4.5 Intellectual Property Protection**

Intellectual Property ("IP") comprise many different forms, from trade secrets, patents, trademarks, copyright, taglines, logos and corporate brand/identity to products, services and processes. Intellectual Property is a valuable asset to a company that developed or created it. Therefore, it is important to protect IP assets from unauthorised use or application.

Counterparties and their Representatives are expected to:

- Comply with and not breach any IP rights of other parties. This includes using information technology and software that has been legitimately acquired and licensed in accordance with associated licenses or terms of use.
- Comply with the Group's and other third parties' IP rights. The Group takes any infringement of its IP rights seriously and will take all necessary legal actions to protect such rights.
- Not use the Group's name, brand, tagline or logo or the name of an Employee of the Group for publicity or marketing purposes without the prior written consent of the Group.

#### **4.6 Personal Data Protection**

The Group respects the data privacy and confidentiality relating to its Employees, Directors, Counterparties, Business Partners and Customers' personal data. The Group complies with all relevant data protection laws and regulations of the countries in which the Group operates.

Counterparties and their Representatives are expected to:

- Comply with the applicable laws, including the Personal Data Protection Act 2010 of Malaysia (PDPA).
- Take appropriate measures when dealing with personal data in terms of collection, processing, disclosure, security, storage and retention.
- Keep personal data obtained during the course of the performance of the work or provision of goods/services for the Group strictly private and confidential, unless access is granted for legitimate business purposes or required by order of any court of competent jurisdiction or any competent judicial, governmental or regulatory authority.

#### **4.7 Social Media Usage**

Social media is one of the important communications tools used by companies and individuals to interact with each other. The Group recognises the importance of, and the risks associated with the use of social media platforms and has developed guidelines as to how we interact on social media platforms to protect the Group's reputation and brand image.

Counterparties and their Representatives who are tasked to manage the Group's official social media accounts are responsible to ensure that the management of the accounts, and the related activities, comply with all applicable laws and regulations in the countries in which they operate and are in accordance to the Group's Social Media Policy and Guidelines, which can be obtained from the staff/personnel of the Group with whom they are dealing.

Counterparties and their Representatives are expected to:

- Comply with the Group's Social Media Policy and Guidelines.

- Protect the Group's reputation, interest and brand at all times.
- Avoid posting comments or remarks that are offensive, malicious, may be seditious in nature, threatening, contain racial, religious, cultural or gender slurs, personal insults, against public decorum and/or obscenities.

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## ENVIRONMENTAL PERFORMANCE

## 5 ENVIRONMENTAL PERFORMANCE

The Group is committed to ensuring that our business operations and activities are sustainable and mitigate climate change impacts by operating in an economically, socially and environmentally sustainable manner, whilst balancing the needs and interests of stakeholders. The Group supports internationally recognised standards and voluntary initiatives designed to protect the environment and society.

As part of this commitment, Counterparties and their Representatives are expected to:

- Comply with all applicable environmental laws and regulations, including but not limited to laws and regulations that regulate hazardous materials, air and water discharges and waste disposal.
- Obtain, maintain and keep all required environmental permits, approvals, green product certification and registrations current and up-to-date. This includes compliance with any operational and reporting requirements as stated in the permits, approvals, certifications and registrations.
- Use natural resources responsibly, minimise environmental pollution and continuously strive to protect and not harm the environment. Promote energy and efficiency and carbon emissions reduction.
- Ensure air emissions of volatile organic chemicals, corrosives, aerosols, particulates, ozone depleting chemicals and combustion by-products generated from operations are characterised, monitored, controlled and treated as required prior to discharge according to all applicable laws and regulations.
- Endeavour to reduce or eliminate waste. Where waste cannot be eliminated, the waste streams need to be managed and controlled to ensure compliance with applicable laws and regulations and disposed of in an environmentally responsible and secure manner.
- Promote recycling and reduce wastage in materials sourcing, handling, transport and disposal.
- Consider having a climate change policy; implement a greenhouse gas and energy management programme that documents, characterises, and monitors carbon emission and energy usage through Carbon Footprint Program (CFP); seeks opportunities and conduct appropriate programmes to minimise greenhouse gas emissions.
- Implement a water management programme that documents, characterises, and monitors water sources, use and discharge; wastewater discharge, seeks opportunities to conserve water; controls channels of contamination and containment system to ensure optimal performance and regulatory compliance.
- Have a waste management policy and waste management programme that documents, characterises, and monitors waste sources, discharge; seeks opportunities to minimise waste through the implementation of 5S (Reduce, Reuse, Recycle, Refuse/Reject and Repair/Reform).
- On biodiversity protection and conservation, counterparties involved or linked to agro-forestry or related business are encouraged to adopt a "No Deforestation Policy (primary and secondary forests).

- On product content restriction, ensure adherence to all applicable laws, regulations and the Group's requirements regarding prohibition or restriction of specific substances, including labelling for recycling and disposal.

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## EMPLOYMENT PRACTICES

## 6 EMPLOYMENT PRACTICES

The Group is committed to create and provide a conducive and safe work environment for its Employees, which includes respecting human rights and equal opportunity in the workplace.

Counterparties and their Representatives are expected to abide by the Group's commitment by:

- Being respectful in their conduct when dealing with the Group and its Employees or any Third Parties (on behalf of the Group).
- Ensuring that their Employees assigned to perform work or provide goods/services for the Group are not engaged, involved, or have aided or abetted in any way whatsoever in any behaviour or activities that may be categorised as subversive, or have committed any wrongdoing, whether criminal or otherwise, that is punishable under the laws of the countries in which they operate. This may include (but not limited to) the use of business dealings/transactions with the Group as a cover-up for their unlawful or subversive conduct and wrongdoings.
- Providing an inclusive environment that promotes diversity and does not tolerate any form of discrimination, racism or actual or unconscious bias.
- Ensuring equal opportunity and non-discrimination in their actions and decisions unless specific laws, regulations or policies expressly provide for selection according to specific criteria.
- Not tolerating any form of Harassment, abuse or violence and provide the necessary protection to and support for victims.
- Counterparties and its Representatives must also:
- Provide a **safe and healthy** work environment to their employees and comply with all applicable health and safety laws, regulations and practices. These include but not limited to:
  - Providing adequate protective equipment and tools, free of charge, which are necessary for their Employees to undertake their tasks safely.
  - Providing adequate training on safe working practices; accident procedures and emergency evacuation procedures.
  - Providing sufficient training to operate and deal with certain machines or tools and other high-risk tasks for the Group.
  - Having safety programmes for managing and maintaining production processes in accordance with the applicable safety standards.
  - Identifying, assessing and mitigating relevant risks and emergency situations in the workplace, public areas/vicinity in which activities or operations are carried out and workers' accommodation/living quarters which are provided.
  - Any reports on unsafe equipment and tools, processes, hazardous conditions and accidents must be acted upon immediately.
- Provide fair and reasonable working conditions, hours and wages for their employees, which include at a minimum, compliance with wage scales, hours and minimum working age in accordance with local laws and regulations.

- Prohibit the use of child labour and protect and safeguard children from harm or any form of maltreatment or exploitation. As such, Counterparties and/or their Representatives shall not employ or contract for any form of part-time work from any individual under the age of 18 or the applicable minimum legal age in the countries in which they operate, unless for the purposes of vocational and/or formal and structured apprenticeship, educational and training programmes
- Prohibit the use of forced labour (whether in the form of indentured labour or otherwise), slavery, human trafficking or sexual exploitation. When supplying labour to perform work for the Group, Counterparties and/or their Representatives shall ensure that:
  - There are no misleading or fraudulent practices in recruiting employees or in offers of employment. This includes failing to disclose basic information in a format and language accessible to the worker or making material misrepresentations regarding wages and fringe benefits, work location, living conditions, housing and associated costs, any significant cost to be charged to the worker, and, if applicable, the hazardous nature of the work.
  - Their Employees are not charged recruitment fees.
  - Employees' original identification documents, passports or work permits are not retained by Counterparties and/or their Representatives (unless permitted by applicable laws or regulations).
  - Payment of Employees' salaries is not withheld or delayed beyond the extent permitted by applicable laws and regulations in the countries in which the Counterparties or their Representatives operate.
  - The necessary visa, work permits and approvals for Employees to work are obtained or renewed on time in accordance with legal/regulatory requirements.
  - The recruitment of Employees is effected via recruitment agencies, which are properly licensed to operate under applicable laws/regulations.
  - If the Counterparties and their Representatives provide accommodation to Employees, such accommodation should at a minimum comply with the relevant laws and regulations and SDP's Worker Quarters' Hygiene Standards. Such accommodation for these Employees should be adequate, maintained, have access to basic needs such as (but not limited to) clean toilets and bathroom facilities, potable water, canteen, kitchen and storage facilities, adequate lighting, ventilation, and reasonable personal space.
  - There shall be no unreasonable restrictions on workers' freedom of movement in any counterparty or representative controlled facility (except in areas restricted for safety or confidentiality reasons) where employees can leave company premises during breaks and at the end of their shift.
- Allowing freedom of associations, collective bargaining in accordance with all applicable laws and regulations and respecting the rights of Employees to participate in the aforesaid activities.
- Ensuring their workers' risk exposure to the hazards of physically demanding tasks, including manual handling and heavy or repetitive lifting, prolonged standing and highly repetitive or heavy assembly tasks are identified, evaluated, managed and controlled.

- Provide grievance mechanism that is transparent, anonymous, unbiased and confidential to workers and other parties across the supply chain.
- Prohibit the use, possession, distribution, and sale of illegal drugs while on the property/facilities owned or leased by the Group. Ensure that such acts are not conducted by their Representatives or Employees while performing work or providing goods/services for the Group.
- Comply with all relevant laws, guidelines and rules on environmental quality, destruction of disease-bearing insects, water and air quality as well as other related areas to minimise health and environmental risks.

## 7 DEFINITIONS

The definitions of the key terms used in this Vendor COBC are as follows:

TERMS	DESCRIPTIONS
Anti-Bribery Policy	Anti-Bribery Policy is defined as "policy that governs company and employee's conduct to conform to Anti-Bribery & Corruption Laws and Regulations".
Anti-Bribery and Corruption Management System	Anti-Bribery and Corruption Management System is defined as "Establishment, Documentation, Implementation, Maintenance and Continuous Review & Improvement of governance, process, systems, tools to manage bribery risk of an organisation as prescribed by ISO 370001 (2016): Anti-Bribery Management Systems - Requirements with guidance for use".
Anti-Corruption Laws	Anti-Corruption Laws means all applicable laws of any jurisdiction concerning or relating to Bribery, Corruption or Money Laundering, including without limitation, the Malaysian Anti-Corruption Act.
Anti-Money Laundering and Anti-Terrorism Financing Laws	Anti-money laundering and anti-terrorism financing laws are designed to help prevent legitimate businesses from being used by criminals for this purpose, and to assist law enforcement agencies to trace and recover assets derived from or proceeds of criminal activities and/or terrorist funding.
Anti-trust Laws	Laws intended to promote free competition in the marketplace by outlawing monopolies.
Assets	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.
Breach	Behaviour that results in any form of appropriate response, including taking disciplinary action against a person or persons.

<b>TERMS</b>	<b>DESCRIPTIONS</b>
Bribery	A bribe is an inducement or reward (financial or otherwise) offered, promised or given, directly or indirectly, in order to gain any improper commercial, contractual, regulatory, personal or other advantages.
Business Partner	Any party which the Group has a commercial relationship but is not in a position to exercise a significant or controlling influence over, such as Customers, Joint Ventures (non-controlling interest) and business alliances.
Business Transaction	Business Transaction(s) is (are) defined as including but not limited to tenders, quotations, contracts, letter of awards, letter of appointment, letter of intent, letter of offer and purchase orders.
Cash Equivalent	An asset, such as property or stock, that has a realisable cash value equivalent to a specific sum of money, or an asset that is easily convertible to cash, for example, a Treasury bill.

TERMS	DESCRIPTIONS
Confidential Information	<p>Any information in any form whatsoever not generally known, and proprietary to the Group including but not limited to information relating to their processes, operations, trade, products, research, development, manufacture, purchasing, business, business prospects, transactions, affairs, activities, know-how, Intellectual Property, accounting, finance, planning, operations, Customers' data, engineering, marketing, merchandising and selling, proprietary trade information, payroll figures, personal data of Employees, Customers' list, records, agreements and information, technical and other related information, and any books, accounts and records kept by the Group for the purpose of its business; and</p> <p>Any such information as described in (a) above which relate to any of the Group's suppliers, agents, distributors and Customers.</p> <p>Any information held by a person or entity concerning the know-how, trade secrets or other information of any kind, whether in printed or electronic format, including but not limited to Intellectual Property rights, technical information, business processes, sales forecasts, marketing strategies, customer lists or potential customer information, financial records or operations which is regarded as confidential in nature (whether or not labelled as such) and is owned by the Group.</p>
Connected Persons	<p>Connected Persons include the following:</p> <p>A family member of that business partner or official, including his/her spouse(s), parent(s), child/children (including adopted child/children and stepchild/stepchildren), brother(s), sister(s) and the spouse(s) of his/her child/children, brother(s) or sister(s);</p> <p>A body corporate which is associated with that business partner or official;</p> <p>A trustee of a trust (other than a trustee for an employee share scheme or pension scheme) under which that business partner or official or a member of his/her family is a beneficiary; or</p> <p>A partner of that business partner or official or a partner of a person connected with that business partner or official.</p>

<b>TERMS</b>	<b>DESCRIPTIONS</b>
Contract	An agreement that legally obliges a party to do, or not to do, a certain thing. Examples of contracts include purchase orders, letters of award, sales and purchase agreements, services contracts, consultancy contracts and others.
Counterparties/ Vendor	Consultants, agents, contractors and goods/service providers of the Group who have direct dealings with the Group.
Customers	Customers are persons or entities to whom the Group provides products or render services and includes potential customers.
Directors	Directors include all independent and non-independent directors; executive and non-executive directors shall also include alternate or substitute directors.
Employees	Employees shall encompass all personnel including senior management, managers, executives and non-executives under the employment of the Group or the Vendor. This also covers temporary staff, interns and/or any Third Party that the Vendor assigned to perform work for the Group or employed by the Group.
Ethical Practices	Refers to standards of conduct, which indicate how to behave, based on moral duties and virtues arising from principles of right and wrong. Ethical practices involve two aspects namely the ability to distinguish right from wrong and the commitment to do what is right.
Family Members	Shall include the Director's or Employee's spouse(s), parent(s), child/children (including adopted child/children and stepchild/stepchildren), brother(s), sister(s) and the spouse(s) of his/her child/children, brother(s) or sister(s).
Fraud	A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegation, or by concealment of what should have been disclosed, that deceives or is intended to deceive another person.

TERMS	DESCRIPTIONS
Government Officials	Government Officials are defined broadly to include officers or employees acting on behalf of a Government or public body or agency. It could also refer to officers or employees of a governmental international organisation, such as the United Nations. It also includes political officials or employees of political parties or candidates for political office.
Harassment	Any direct or indirect action, conduct or behaviour which any individual or group of individuals finds abusive, humiliating, intimidating or hostile, whether verbal, physical or visual.
Intellectual Property ("IP")	Proprietary business or technical information of value protected by patent, trademark, copyright, or trade secret laws.
Money laundering	Money laundering is the process of hiding the true nature or source of illegally obtained funds (such as from the drug trade or terrorist activities) and passing it surreptitiously through legitimate business channels by means of bank deposits, investments, or transfers from one place (or person) to another.
Political Party	A group of people organised to acquire and exercise political power.
Third Party(ies)	Third parties include but not limited to current and potential vendors, suppliers, Customers, business partners, agents, employees or any other individual or organisation of the Vendors.
Whistleblowing Policy	Whistleblowing Policy is defined as "policy which sets out the guidance, principles and methods for employees and other company stakeholders to raise concerns or report actual or suspected wrongdoing/misconduct".

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Edition: June 2025

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VENDOR CODE OF BUSINESS CONDUCT (COBC)



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