

Abbreviations, Terms and Definitions

Terms	Definition
Anti-Bribery Policy	Means Anti-Bribery policy as uploaded by MCB in MCB's website and/or as shared by MCB Group Procurement from time to time.
Vendor's Personnel	Include the directors, shareholders, partners, consortium members, Vendor's management and administration staff and all personnel whom the Vendor utilises in connection with the Services, regardless whether it is pre or post Contract award, including but not limited to the Vendor's employees, representative, agents, subcontractors, consultants, advisers including their staff, labour, employees, management and administration staff and any other personnel assisting the Vendor in the execution of the Services.
Bribery	i) <u>For Malaysia Company</u> In accordance with the Malaysian Anti-Corruption Commission Act 2009 [ACT 694] ("MACC Act"); and/or ii) <u>For Foreign Company</u> In addition to MACC Act, in accordance with the law of the country of its origin.
Business Associate	Means external party with whom the organization has, or plans to establish, some form of business relationship. <i>Reference: MS ISO 37001:2016</i>
Conflicts of Interest	Means situation where business, financial, family, political or personal interests could interfere with the judgement of persons in carrying out their duties for the organization.
Contract	A legally binding document which contains the terms and conditions for the Services including but not limited to Purchase Confirmation Form, purchase order, letter of award

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	and any other definitive agreement executed between the MCB Group and the Vendor and/or issued by MCB Group.
MACC	Malaysia Anti-Corruption Commission.
MCB	Malakoff Corporation Berhad.
MCB Group	MCB, including all and/or any of its subsidiaries.
MCB Group's Personnel	Include directors, shareholders, partners, consortium members, management and administration staff, employees, representative, agents, subcontractors, consultants and advisers including their staff, labour, employees, management and administration staff.
MCB Group Procurement	Procurement department within the Malakoff Corporation Berhad.
Purchase Confirmation Form	A temporary Contract issued during critical procurement.
Services	Include any type of service, supply, works and/or consultancy provided by the Vendor to the MCB Group pursuant to the Contract.
Vendor	Either MCB Group's vendors listed in the MCB's approved vendor list ("AVL") or the Business Associate.

Code of Conduct

1.0 Preface

This Vendor Code of Conduct ("Code") provides the minimum standards code of conduct governing all MCB Group's Vendor.

MCB Group adopted procurement principles that are transparent and fair. Hence, MCB Group endeavour to ensure full compliance to the procurement practices which support fair competition, wide participation, good governance and compliance to the relevant laws, without neglecting the prevailing good industrial practices.

MCB is committed in promoting and maintaining high standards of transparency, accountability, ethics and integrity in all of its business dealings in line with its Integrity, Innovation, Teamwork, Excellence and Harmony values and MCB Group expects all its Vendor to share and adopt similar commitment.

2.0 Compliance to the Code

MCB Group expects the Vendor and/or the Vendor's Personnel to strictly observe and comply with the minimum standards set out in this Code. Violations of this Code by either the Vendor or the Vendor's Personnel may result in actions being taken against the Vendor, which may include MCB Group commencing legal actions against the Vendor, barring the Vendor from participating in any future MCB Group procurement exercise and/or removing the Vendor from the AVL. The Vendor and the Vendor's Personnel are also expected to cooperate and maintain business relationships with MCB Group based on trust and respect; and adopt non-adversarial approach in all its business dealings with MCB Group.

3.0 Minimum Standards of Conduct

The minimum standards of conduct governing all MCB Group's Vendor and Vendor's Personnel are as follows:

- i) **Safety and Health**
 - a) To ensure safe and healthy working environment for all Vendor's Personnel involved in the Services; and

- b) To observe and comply with MCB Group's Health, Safety, Security and Environment (HSSE).
- ii) **Integrity**
To uphold highest standard of integrity in all its business dealings.
- iii) **Accountability**
To ensure transparency in all procurement activities.
- iv) **Fairness and Honesty**
To act with fairness and honesty at all times. The Vendor and the Vendor's Personnel must remain responsible, reliable and trustworthy throughout the time and practice zero tolerance to any form of cheating, fraud, corrupt practices and breach of trust.
- v) **Zero Tolerance to Bribery**
 - a) Shall at all times -
 - 1) strictly comply with laws and regulations relating to anti-corruption including but not limited to the MACC Act;
 - 2) not engage in any action or omission which may violate laws and regulations relating to anti-corruption including but not limited to the MACC Act; and
 - 3) take all appropriate measures to prevent corrupt practices and illegal activities on its part at all times.
 - b) Shall not exercise corruption and bribery and shall not provide any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value to any of the MCB Group's Personnel in order to procure the award for the Services.
 - c) Shall notify the MCB Group's management in the event that there is participation or solicitation by the MCB Group's Personnel.
 - d) To observe and comply with MCB Group's Anti-Bribery Policy.
- vi) **Conflict of Interest**
Shall disclose any Conflicts of Interest or potential Conflict of Interest to MCB Group Procurement.
- vii) **Confidentiality**

Shall maintain and safeguard confidentiality of all documents, data and information provided, obtained or observed in the course of any business dealings with MCB Group including full compliance to the Personal Data Protection Act 2010.

viii) **Anticompetitive practice**

Shall not engage in any anticompetitive practices in all business its dealings that is in contravention with the law.

ix) **Compliance to Laws**

Shall always ensure full compliance with the law.

4.0 Obligations of Vendor

Vendor and Vendor's Personnel must observe and comply with the following throughout the time.

- i) Shall comply with the minimum standards of conduct set out in this Code.
- ii) Shall respond to any invitation to participate in MCB Group's procurement exercise in accordance with the minimum standards of conduct set out in this Code, which shall include integrity, accountability, fairness and honesty, zero tolerance to Bribery, Conflict of Interest and anti-competitive practice.
- iii) Shall ensure Vendor's Personnel fully comply with the minimum standards of conduct set out in this Code. Vendor shall have the obligation to cascade down all information regarding compliance to the minimum standards of conduct set out in this Code to the Vendor's Personnel.
- iv) Shall immediately report any violations of this Code to the MCB Group's Procurement or MCB Group's management.
- v) Shall cooperate fully in any due diligence, investigation, or audit by MCB Group in respect of compliance to this Code.

5.0 Raising Concerns

Compliance to the minimum standards of conduct set out in this Code is important to ensure continuous good business relationship between MCB Group and the Vendor.

In the event the Vendor or Vendor's Personnel have the knowledge of/information on any violations of this Code, the Vendor or Vendor's Personnel shall immediately report to MCB Group by sending an email to whistleblowing@malakoff.com.my. Details of the Whistleblowing Policy is displayed in MCB website for reference.