



MAJUPERAK HOLDINGS BERHAD

[Registration No.: 200201017726 (585389-X)]

CODE OF CONDUCT AND BUSINESS ETHICS

(Approved by MHB Board of Directors on 28 February 2023)

The MHB Code of Conduct and Business Ethics (“COBE”) is a general reference for use across MHB in which MHB conducts operations. It does not describe all applicable laws or MHB policies or give full details on any law or policy. It does not constitute legal advice. It does not constitute or create a contract of employment. MHB reserves the right to modify, revise, cancel, or waive any policy, procedure, or condition without notice and revision of the Code. Moreover, the provisions of the Code may be modified by MHB to adapt them to local laws and conditions.

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**MAJUPERAK HOLDINGS BERHAD (“MHB”)
CODE OF CONDUCT AND BUSINESS ETHICS (“COBE”)**

Receipt and Acknowledgement

I, _____,

staff no. _____,

hereby certify that I have received and read the
MHB Code of Conduct and Business Ethics (“COBE”),
and the MHB COBE Guide which I acknowledge,
I am required to read and follow.

**Failure to comply with the Code of Business Ethics will allow disciplinary action against
me.**

Signature:

Date:

.....

.....

General Business Principles

We at MHB are committed to making our company an investment holding company with subsidiaries involved in property development, asset and facilities management, renewable energy, and trading services. We will base our progress upon the lessons and experiences that transformed MHB into a versatile business entity, meeting the challenges of the new millennium, and maintaining the unique characteristics of a state GLC and public listed company.

While we will maintain flexibility to adapt to changing conditions, the nature of our business requires a focused, long-term approach and the need to balance risks and rewards. We will consistently strive to improve through learning, sharing, and implementing best practices. We will be disciplined and selective in evaluating the range of our capital investment opportunities. We will strive to apply and extend technology through business-driven research and technical support and assume leadership in selective areas. We will implement appropriate measures to protect our personnel, physical assets, intellectual property, and reputation.

In our quest to be the best GLC in Perak and Beyond we will seek opportunities in places, where we can create value for stakeholders. We will work with existing and new partners who share our values, philosophy, and business approach. To this end, we aspire to achieve superior financial and operating results while adhering to the highest standards of business conduct. These objectives provide the foundation for our commitment to those with whom we interact. MHB recognizes five core areas of responsibility:

- **Shareholders**

We are committed to creating and enhancing long-term shareholder value using the principles of value-based management.

- **Employees**

The high caliber of our workforce is a valuable competitive advantage. To build on this human capital we will strive to hire and retain the most qualified people available, offer them good and competitive terms and conditions of service, and maximize their opportunities for success through training and development. We are committed to maintaining a safe work environment enriched by diversity and characterized by open communication, trust, fair treatment, and respect.

- **Customers**

Success depends upon our ability to consistently satisfy changing customer preferences. We pledge to continuously provide products and services that conform to the requirements of both our internal and external customers.

- **Business Partners**

We will seek mutually beneficial relationships with our counterparts, contractors, developers, suppliers, financial institutions, and other entities with whom we do business.

- **Communities**

We pledge that MHB will be a responsible corporate citizen wherever it operates and will take into consideration the needs and aspirations of local communities.

Our measures of success are the extent to which we meet these commitments, the long-term value we create for our shareholders, the pride of our employees in their accomplishments, the satisfaction of our customers and all those with whom we do business, and the extent to which communities, judge our activities as beneficial.

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Introduction

The Board of Directors (the “Board”) of Majuperak Holdings Berhad (“MHB”) has established and adopted this Code for the Directors and Employees of MHB and its subsidiaries which reflects the Board’s commitment to maintaining a high standard of ethical conduct and practices expected from the Directors and Employees of MHB.

Code of Conduct and Business Ethics (“COBE”) emphasizes and advances the principles of discipline, good conduct, professionalism, loyalty, integrity, and cohesiveness that are critical to the success and well-being of MHB. COBE is part of the MHB’s overall corporate enhancement program. It reflects the increasing need for effective corporate governance compliance measures in the conduct of the MHB’s business.

Your compliance with and support for the letter and spirit of COBE is vital to MHB’s continued success. Your failure to comply may have severe consequences for MHB’s and may result in disciplinary action against you.

In the event of any doubts or questions concerning the application or interpretation of COBE, please seek advice from your Head of Department, Division of Corporate Services, Division of Human Resources and Administration, and/or Division of Legal Services.

PART I: CORE VALUES AND CULTURE

1. Application

1.1. In this Code, unless expressly stated, words importing singular shall be construed as importing the plural and vice-versa. Additionally, words importing the masculine gender include the feminine, and words used in the present tense include the future as well.

1.2. This Code applies to all Directors and Employees of MHB regardless of the nature of their appointment or employment, their job grade, or location.

1.3. Employees shall report to the direct reporting superior, Human Resource Department, or designated recipient(s) on any misconduct or breaches of the Code, as provided for in the communication channel of the MHB's Whistle-blowing Policy and Procedures that is made available on the Company's website at www.majuperak.com.my.

1.4. If a provision in the law conflicts with this Code, the law shall prevail. However, if Directors and Employees are uncertain as to whether a provision in this Code conflicts with the law, the Directors and Employees may consult with a direct reporting superior, Human Resource Department, designated recipient(s), or Company Secretaries (for Directors) immediately, rather than disregarding the Code without consultation.

1.5. The nomenclature "shall" in this Code imposes an obligation or a professional call for the Directors and Employees to comply with the specific provisions. In some situations, this Code may use conditional wording, such as "expected" which is aspirational.

1.6. When the nomenclature "may" be used in the Code, it denotes permission to take a particular action in certain circumstances, including as an exception to a specific provision. It is not used to denote possibility.

2. Vision, Mission, and Core Value

2.1. To be a business leader in green and Eco-development.

2.2. To be the best performing Perak GLC.

2.3. MHB Core Values:

P – Professionalism

The way one carry themselves, their attitude and the ways one communicates with others that can ensure a positive first impression, successful interpersonal relationships and a lasting reputation within organization and industry.

E – Excellence

The condition of surpassing some standards of expectation by having the quality of being not just good but outstanding focusing on growth and development of the organization

R – Resourceful

The ability to find efficient and innovative ways to overcome challenges and optimizing resources to make something new or better.

A – Agile

The ability to understand, adapt, and change quickly at the right pace in an ever-evolving environment meaning is no one way to do things.

K – Knowledge-driven

The culture of sharing, learning, solving problems together, and making innovations with sound information and data.

3. Definitions

3.1. For this Code, the terms listed below represent their respective definitions and shall exclude food and drinks, flowers, and contribution/sponsorship to MHB's event:

- a) **Benefits:** Any form of advantages or profits gained by the Directors and Employees.
- b) **Bribe:** The act of conferring a benefit to influence an action or decision.
- c) **Corruption:** The provision or receipt of monetary or non-monetary bribe or reward of high value for performing the Directors or Employees' duties.
- d) **Directors:** Board members including all Independent or Non-Independent Directors and shall also cover alternate Directors.
- e) **Employee:** Applies to all employees of MHB and its subsidiaries, including full-time or permanent employees, contract employees, part-time employees, employees on probation, trainees and interns, employees on secondment, and personnel on contract for service (collectively, "Employees").
- f) **Entertainment:** The provision of recreation: or The provision of accommodation or travel with or for the purpose.
- g) **Family members:** Shall include the Directors or Employees:
 - i. Spouse;
 - ii. Parent;
 - iii. Child, including adopted and stepchild
 - iv. Brother or sister, and
 - v. The spouse of his child, brother, or sister.

[as defined under section 197(2)(a) of Companies Act 2016]

- h) **Gifts:** Any tangible or intangible items of monetary or non-monetary, such as goods, services, cash or cash equivalents, fees, rewards, facilities, or benefits.
- i) **Harassment:** Any direct or indirect action, conduct, or behavior that an individual or a group of individuals finds abusive, humiliating, intimidating, offensive, or hostile in terms of verbal, physical, or visual.
- j) **Insiders:** Directors or employees who possess, handle, know, or ought to reasonably know the price-sensitive information that is not generally available to the public.
- k) **Intellectual property:** Property that includes intangible creations of the human intellect such as copyrights, patents, trademarks, branding, and technology
- l) **Managers:** Persons who are responsible for controlling and administering a group of employees
- m) **Money Laundering:** The process of concealing the identity of money or properties obtained from criminal activities by passing it through legitimate business channels.
- n) **Personal Interest:** Membership of an organization's Board of Directors / Trustees / Senior Management positions held either by Directors or Employees or their family members.
- o) **Proprietary Information:** 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 being confidential (whether or not labeled as confidential) that belongs to and owned by MHB.

- p) **Third-Party:** An external person or a company independent of MHB, which may include customers, contractors, external banks, enterprises, and any other stakeholders with whom a business relationship, whether current, prospective, or historic, exists.

4. OUR RESPONSIBILITIES AS MEMBERS OF MHB

All MHB's employees are responsible for upholding the highest standards when acting on MHB's behalf. As a state-owned entity, MHB takes interest in actions that reflect well on the Company and are in the public interest.

MHB expects all members in any location to act with integrity in everything they do. Beyond just conducting yourself with integrity, you have a responsibility to help protect MHB from legal and ethical hazards, including misconduct by other members of MHB's Group.

MHB will benefit most if you help identify legal and ethical risks before they become actual problems. If you believe that another employee has violated, or maybe about to violate, the Code, any other MHB policy or procedure, or the requirements of applicable law relevant to work, you must report that belief to MHB.

In principle, employees should feel comfortable discussing any matter with their superiors, but in some cases that might not be practical or appropriate. In those cases, you should contact others, including:

- Division of Corporate Service;
- Division of Legal Services;
- Division of Human Resource Department & Administrative; or
- Head of your Division/ Department.

Contact details for which are provided at the back of this booklet.

MHB has established a Whistleblowing Policy designed to bring potential compliance and ethical risks to management's attention in a way that provides concerned employees with a defined method for reporting concerns and enhanced protection against retaliation for reports made in good faith and without malicious intent. Malaysian law may affect the whistleblowing procedures.

A copy of the Whistleblowing Policy, along with the forms to be used in making a whistleblowing report, is available from your Human Resource Department.

PART II (A): CONFLICT OF INTEREST

1. Duties Regarding Avoidance of Conflict of Interest

1.1. A conflict of interest arises in any situation in which an individual can take advantage of his or her role at MHB for his or her personal benefit, including the benefit of his or her family and friends. A conflict of interest can make it difficult for an individual to fulfill his or her duties impartially and correctly.

1.2. A conflict of interest can exist even if it results in no unethical or improper acts. Even the appearance of improper influence in your decision-making may be an issue. A conflict of interest will undermine the values of good faith, fidelity, diligence, and integrity in the performance of your duties and obligations as expected by MHB. You must therefore avoid conflicts of interest between your dealings and your duties and responsibilities in the conduct of MHB's business. In particular, the use of MHB office position, confidential information, assets, and other MHB resources for personal gain, or for the advantage of others with whom you are associated, is prohibited.

1.3. The situations under which conflicts of interest may arise include, but are not limited to:

a) when you, in the exercise of your authority, give preference to your interests or the interests of your family/household members [as defined under section 197(2)(a) of Companies Act 2016], associates, rather than to the interests of MHB;

b) when you are in a position to influence decisions that are to be made by MHB concerning dealings with a business, enterprise, or entity owned or partially owned by you, your family/household members [as defined under section 197(2)(a) of Companies Act 2016], associates;

c) and when you compete with or against MHB.

1.4. In certain instances, a conflict of interest that has been fully disclosed to MHB may be tolerated by MHB (for example, because measures are taken to ensure that it poses no risks to MHB). Any conflict situations should be cleared with your Human Resource Department (or, in the case of Directors, with the relevant company secretary). A failure to disclose fully the nature and scope of the conflict of interest may result in disciplinary action against you.

2. Involvement In Business Where You or Your Family/Household [As Defined Under Section 197(2)(a) of Companies Act 2016] Have a Direct or Indirect Interest

2.1. You, the members of your family/household [as defined under section 197(2)(a) of Companies Act 2016] and your or their nominees and trustees, and any account or entity over which you or they have influence or control, must not promote the formation of any business, firm, corporation, or company and/or own, either directly or indirectly, shares or other forms of beneficial interest (hereinafter referred to as “Equity”) in:

- a) privately-held entities which derive any income or receive any payment from contractual or other business arrangements with MHB;
- b) Privately held entities listed in MHB’s lists of registered contractors, even if the entities concerned do not derive any income or receive any payment from contractual or other business arrangements with MHB; or
- c) publicly held entities in which you or a member of your family/household holds a greater than 1% ownership interest and concerning which you have the authority to make decisions in the course of your work at MHB.

2.2. Should a situation arise (for example as a result of inheritance or marriage) whereby you (or a member of your family/household) become, directly or indirectly, the owner of Equity in any entities identified above, you will be considered to be in a potential conflict of interest situation and you will be under a duty, as soon as you become aware of the situation, to inform your Head of Department or your Human Resource Department (or, in the case of Directors, the relevant company secretary)

in writing of the circumstances. You must then consult with MHB concerning the most appropriate way of preventing or overcoming the conflict of interest. Following such consultation, MHB may give such instructions to you as it deems appropriate, which may include requiring you or other persons to dispose of the Equity in such entities.

Your failure to inform MHB when a conflict of interest (or potential conflict of interest situation as described above) becomes known to you and/or failure to comply with the requirements of MHB will be deemed to be a conflict of interest for which appropriate disciplinary action may be taken against you.

Conflicts of interest and potential conflicts of interest which have been fully disclosed and which are formally permitted by MHB will not constitute as a violation of this Code.

3. Illustrative Examples of Where Conflict of Interest Arises and You Are a Party To Decision-Making

3.1. You will be in a conflict-of-interest situation when you, a member of your family/household, and/or your associates have an interest (whether in the form of directorships, partnerships, shareholdings or through agencies) in entities that are in MHB's lists of registered contractors or which have contractual or supply arrangements with MHB, and you are involved in any decision making by MHB relating to, or have dealings (whether directly or indirectly) with, such entities in the course of your duties with MHB.

3.2. You will also be in a (conflict-of-interest situation) when you are involved or expected to be involved in the hiring, supervision, management, or career planning in respect of any of your relatives at MHB.

3.3. When such a conflict-of-interest situation becomes known to you unless otherwise instructed by MHB, you will abstain from participating in any MHB decision-making or deliberations involving the entity or person and avoid doing anything which could influence the decisions on such dealings and will report such conflict of interest to your Human Resource Department (or, in the case of Directors, the relevant company secretary) promptly. Following such a report, MHB will give instructions to you as it deems appropriate, which you must then heed.

3.4. You may be asked to serve on the Board of Directors of companies within MHB or a JV company where MHB has a certain interest and this can, in some cases, raise a conflict of interest or a legal issue, even if the service is voluntary and unpaid. An MHB employee (except C-Suite) cannot accept a position as a Board member outside of MHB. The C-Suite employee seeking to be a Board member shall always obtain approval from his or her Human Resource Department and the Board Directors of MHB.

4. Disclosures Giving Undue Advantage to Third Parties

4.1. You must not be involved with the commission or omission of any act which gives an undue advantage to an outside party in its dealings with MHB without prior approval from MHB, whether such act or omission results in you obtaining a personal gain, benefit or advantage in business transactions or dealings involving MHB. Such prior approvals should be obtained through your Human Resource Department (or, in the case of Directors, the relevant full Board of Directors). Giving an outside party confidential MHB information without appropriate authorization to assist that party in securing business with MHB or for any other reason will be considered a violation of this restriction.

5. Personal Transactions with MHB Clients, Suppliers, Developers, Contractors, and Vendors

5.1. You may not, directly, or indirectly, enter transactions or dealings for the purchase or sale of any moveable or immovable property or for the supply or purchase of any service from any of MHB's clients, suppliers, contractors, or vendors (or with their agents or representatives) with whom you have or are likely to have official dealings on behalf of MHB, other than transactions or dealings on such terms as are freely available to the general public.

5.2. If you, despite efforts to avoid transactions or dealings as aforesaid, are constrained nevertheless to act contrary to this prohibition, you must seek through your Head of Department or the head of your operating unit written permission from MHB's management for conduct of such transactions or dealings and must not proceed with them until such permission is obtained.

5.3. The granting of the aforesaid permission will be subject to you satisfying MHB that such transactions or dealings are not inconsistent with the due and proper performance of your duties or the fulfillment of your obligations to MHB.

PART 2 (B): FIGHTING CORRUPTION AND UNETHICAL PRACTICES

6. Solicitation, Bribery, and Corruption

6.1. An act of corruption by you has the effect of compromising the due and proper performance of your duties and the exercise of your authority, thereby undermining the integrity of the decision-making process and the decisions of MHB concerning its business and affairs.

6.2. You are prohibited from, directly or indirectly, soliciting, accepting or obtaining or agreeing to accept or attempting to obtain, from any party for yourself or for any other party, any bribe or gratification as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act about MHB's affairs or business, or for showing favor or forbearing to show disfavor to any party about MHB's affairs or business.

6.3. You may not directly or indirectly offer, promise, or give any bribe as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act about MHB's affairs or business, or for showing favor or forbearing to show disfavor to MHB about MHB's affairs or business, whether in the form of a facilitation payment, kickback, donation, fee, or any other form.

6.4. You should satisfy yourself concerning the status and probity of any contractor, subcontractor, agent, consultant, representative, or another person whom you engage to act for or on behalf of MHB or about MHB's affairs or business and confirm that the relevant party understands and accepts MHB's policies prohibiting improper solicitation, bribery, and corruption. Contractors, sub-contractors, consultants, agents, representatives, and others must

comply with such policies when performing work or services for or on behalf of companies in MHB.

6.5. Even the appearance of conduct prohibited by this Section 6, or any other measure that is unethical or that will tarnish MHB's reputation for honesty and integrity, must be avoided. If you are unsure whether an action is permitted, seek guidance before acting.

6.6. If you receive a request for a bribe or if you are offered a bribe, you must report it to your Head of Department or the head of your operating unit. Section 17A of the MACC Act should be adhered to strictly.

6.7. In this part, a "bribe" or a "gratification" is any gift, payment, benefit, or another advantage, pecuniary or otherwise, offered, given, or received to secure an undue or improper result, award, decision, benefit or advantage of any kind. A bribe need not involve cash or another financial asset - it can be any kind of advantage, including the unpaid use of corporate services or property, loan guarantees, or the provision of employment to the family of people with whom MHB deals with.

7. Receiving Facilitation Payments

7.1. You are prohibited from, directly or indirectly, accepting or obtaining or attempting to accept or obtain facilitation payments from any person for yourself or any other person subject to this Code.

7.2. In this part, the term “facilitation payments” generally means payments made to secure or expedite the performance of a person performing a routine or administrative duty or function.

8. Prohibition on Commissions, Discounts, and/or Secret Profits

8.1. You must not, directly, or indirectly, receive or obtain, in respect of any goods or services sold or purchased or other business transacted (whether or not by you) by or on behalf of MHB, any discount, rebate, commission, service, interest, consideration of value and/or other benefit or payments of any kind (whether in cash or in-kind) which is not authorized by MHB’s rules, policies or guidelines.

9. Accounting for Secret Profits or Gains

9.1. A person subjected to this Code who, directly or indirectly, obtains any discount, rebate, commission, service, interest, consideration of value or other benefit or payments of any kind (whether in cash or in-kind and whether as a bribe or otherwise), by his/her position or authority with or on behalf of MHB, will immediately disclose the such receipt and he/she will be liable to render an account of the same and surrender any benefits and/or payments received to MHB.

10. Receiving Gifts and Entertainment

10.1. You are required to comply with the policies and procedures of your Human Resource Department relating to the receipt of gifts and entertainment.

10.2. In no event, however, may you or any of your family/household members accept gifts or entertainment in exchange for an exercise or non-exercise of your MHB authority or otherwise to the detriment of MHB.

11. Providing Gifts, Benefits, and Entertainment

11.1. You are required to comply with the policies and procedures relating to the giving of gifts, benefits and entertainment.

11.2. Directors and Employees shall not accept or receive any gifts, benefits, and/or entertainment from a third party or stakeholders of MHB except if it is made for gestures that are construed to be legitimate contributions and provided that the gifts, benefits, and/or entertainment are presented in good faith and below a monetary value of RM1,000/-, which may be directly or indirectly offered as a result of or in anticipation of a Director's and Employee's position or performance of duties with MHB or for cultivating good business relationship.

11.3. MHB prohibits the giving of gifts, benefits, or entertainment using MHB resources that are illegal or unduly dangerous, indecent, sexually oriented, or inconsistent with MHB's commitment to mutual respect, or to improperly influence someone to act in favor of MHB or to refrain from acting adversely to MHB. No gift of cash may be given. You should not pay for entertainment or a gift personally to avoid having to seek preapproval or otherwise circumvent MHB policies.

12. Public Officials

12.1. You are prohibited from offering gifts or entertainment other than in accordance with Clause 7 of “Polisi Pemberian Hadiah PKNP 2019” governed by Unit Integrity and Governance PKNP and procedures of your Human Resource Department relating to the giving of gifts and entertainment.

12.2. You are prohibited from offering gifts and entertainment, including travel-related expenses, to government officials or their family/household members without permission and approval from the CEO, EXCO, or Board of Directors only per Limits of Authority (LOA).

12.3. You are prohibited from paying for non-business travel and hospitality for any government official or his/ her family/household members without permission and approval from the CEO, EXCO, or Board of Directors only per Limits of Authority (LOA).

12.4. You must comply with local laws related to lobbying in any jurisdiction in which MHB engages in lobbying activity. Before engaging in lobbying activities, you should obtain guidance from your Head of Department or the head of your operating unit.

12.5. You may not offer or provide gifts or anything else of value to any person, such as an agent, consultant, or contractor if you know or suspect that a government official or his/her family member will be the indirect beneficiary or recipient, other than as approved by CEO, EXCO or Board of Directors only per Limits of Authority (LOA).

12.6. Any agent, contractor, or other representative dealing with government officials on MHB’s behalf must be evaluated and must be informed of the provisions of this Code relating to restrictions on bribery and gifts to public officials.

12.7. You may not take action to circumvent the prohibitions in this Section 12. You must in every instance comply with the rules concerning solicitation, bribery, and corruption set out in other sections of this Part II, as well as with applicable laws concerning bribery and corruption.

12.8. For purposes of this Code, the term “government official” includes, without limitation, candidates for public office, officials of any political party, and officials of state-owned enterprises other than MHB.

13. Money Laundering and Counter-party Due Diligence

13.1. You must conduct appropriate counter-party due diligence to understand the business and background of MHB's prospective business counter-parties and to determine the origin and destination of the money, property, and services. You must report to your Head of Department or the head of your operating unit suspicious transactions or suspected incidents of money laundering or bribery. You should not try to investigate a case of money laundering or bribery yourself. Your Head of Department or the head of your operating unit, in consultation with other groups within MHB, generally will be responsible for decisions in this regard.

13.2. In this part, "money laundering" is generally defined as when the criminal origin or nature of money or assets is hidden in legitimate business dealings or when legitimate funds are used to support criminal activities, including the financing of terrorism. Offenses defined under anti-money laundering legislation include prejudicing or obstructing an investigation and failing to report suspicious activities.

13.4. The amount, nature, purpose, and provider or recipient of any payment or transfer to or from MHB must be accurately reflected in the books and records of MHB.

13.5. You may not establish a bank, securities trading, or similar accounts in the name of MHB or for the benefit of MHB without proper authorization from the Finance Department.

Part II (C): NATIONAL TRADE

14. Competition Law

14.1. You must ensure that your actions towards business partners (e.g., customers and suppliers), competitors and governmental authorities always reflect fair and proper business practices and are in compliance with the laws and regulations governing free and fair competition and monopolies. In this regard, you must fully comply with the competition laws of every state in which MHB operates. In furtherance of this requirement, this policy is governed by the Malaysian Competition Act 2021.

14.2. It is MHB's policy that an employee proven to be in violation of competition rules will be punished for any misconduct. Any behavior even suggestive of illegal anti-competitive activity is against MHB's policy and any employee engaging in such conduct should expect to face disciplinary action by MHB. In case of doubt concerning the compliance of your activities with competition rules, you must contact your Legal Department

Part II (D): ASSETS OF MHB

15. Responsibility for Assets, Facilities, Resources, and Records

15.1. Should you be in possession of or are given access to assets, facilities, resources, or records belonging to MHB, that possession or access is provided based on trust and confidence that they are to be used for the interest of the businesses of MHB. These assets may be tangible -for example, equipment, including computer hardware, or cash - or they may be intangible, such as intellectual property and computer software.

15.2. You are responsible for the safekeeping of all assets, facilities, resources, and records belonging to MHB that are provided to you for the performance of your duties. You must diligently give heed to and strictly comply with the MHB policies and procedures as amended and updated from time to time on the use of all assets, facilities, resources, and records.

15.3. You must further take all necessary steps to prevent theft, loss, damage to, or misuse of assets, facilities, resources, and records belonging to MHB, the occurrence of which should be reported immediately to MHB. Regardless of condition or value, assets, facilities, resources, and records belonging to MHB may not be misused, taken, sold, lent, given away, or otherwise disposed of, or used for personal purposes, except with the authorization of MHB.

15.4. Subject to applicable laws, you may be liable for any loss of or damage to assets, facilities, resources, and records arising from your willful misconduct or negligence, or careless action or because of action taken without MHB's approval, and any financial loss suffered by MHB may be recovered from you by way of deduction from your salary or other means. Within the limits of applicable law, MHB may at its discretion take any other action against you, including reporting you to the public authorities.

15.5. You must also comply with all policies and procedures established from time to time concerning the preparation, maintenance, and disposal of MHB's books and records.

Part II (E): FINANCIAL INTEGRITY

16. Internal Controls and Procedures

16.1 You must comply with all policies and procedures established from time to time to safeguard and support the integrity and accuracy of MHB's books and records and financial reporting. In this regard, you must not, for example: -

- a) conceal, alter, destroy, or otherwise modify MHB records or documents other than by established, ordinary course of procedures (and in no case impede or frustrate an investigation or audit or conceal or misstate information);
- b) intentionally make a false or misleading entry in a record, report, file, or claim (including travel and entertainment expense reports);
- c) establish accounts, companies or arrangements to circumvent or frustrate MHB's controls, policies or procedures;
- d) fail to cooperate fully and truthfully with internal and external audits authorized by MHB; or
- e) engage in any scheme to defraud anyone of money, property, or honest services.

16.2. You must also comply with all policies and procedures established from time to time concerning the preparation, maintenance, and disposal of MHB financial books and records.

PART II (F): CONFIDENTIALITY OBLIGATIONS/ INTELLECTUAL PROPERTY/ PUBLIC COMMUNICATIONS

17. Confidentiality Obligations

17.1. The business affairs and records of MHB comprising of business, technical, financial, legal, personnel, and contractual records and documents comprising of telegrams, e-mails, letters, maps, reports, drawings, calculations, specifications, formulas, forms, licenses, agreements or other documents or computer software or files of whatever nature and information as to formula, processes, and manufacturing methods are all confidential information belonging to MHB. Such confidential information is strictly private and confidential and may not be utilized, discussed with, divulged to, or disclosed to persons inside or outside MHB, except by persons authorized to do so. All necessary precautions are to be taken by you concerning the confidentiality of such confidential information.

17.2. You may not, either during or after your employment or engagement, disclose, divulge, or utilize without appropriate authorization any such confidential information which may have come to your knowledge during your employment or engagement under any previous contract of service with MHB and you must, both during and after your employment or engagement, take all reasonable precautions to keep all such confidential information a secret.

17.3. Except so far as may be necessary for performing your duties you may not, without the consent of MHB, retain or make originals or copies of such confidential information or notices thereof, nor retain samples or specimens in which MHB may be or may have been interested and which have come into your possession because of your employment or engagement. If on termination of your

employment or engagement, you have any confidential information or any such samples or specimens as aforesaid, you will deliver forthwith the same on or before the date of cessation of your employment/ engagement to MHB without being asked, except insofar as consent to retain them has been given to you by MHB.

17.4. During your employment with MHB, you may have established contacts and relationships with MHB's vendors, suppliers, contractors, developers, principals and other business partners. You will not at any time during your employment with MHB, or for two years after the cessation of your relationship with MHB (or for whatever other period as may be specified in the terms of your engagement or any policies applicable to you), whether by resignation or otherwise, make use of business opportunities arising during your employment with MHB or cause or attempt to cause the diversion of such business opportunity from being exploited by MHB or cause or attempt to cause the termination of contracts, agencies or other business relationships of MHB.

17.5. You will not at any time, after the cessation of your tenure with MHB, whether by resignation or otherwise, use MHB's confidential information for your personal gain.

17.6. While MHB may hire persons who have knowledge and experience in various technical areas, you must not on behalf of or for the benefit of MHB employ people as a means of gaining access to trade secrets and other sensitive proprietary information of others.

18. Data Protection

18.1. You must comply with the applicable laws concerning the protection of personal privacy, including the protection of personal data, under the Personal Data Protection Act (PDPA) 2010.

19. Insider Dealing

19.1. You must protect the confidential business information of MHB and its counterparties, and never use it for your benefit or the benefit of other persons, especially not to trade in shares or other securities of MHB or to recommend or cause a third party to do so.

19.2. You are required to abide by all applicable laws on insider dealing, which generally is when you trade in shares or other securities while in possession of material non-public information or when you share such information with someone else who then trades in those shares or other securities. You must not deal in the securities of MHB (or in other speculative dealings about those securities) while in possession of material non-public information. We expect all Directors, employees, their respective families/households, and others whose relationships with MHB give them access to such information to comply with these principles, along with other laws, regulations and policies concerning the handling of confidential information. “Material non-public information” is generally non-public information that a reasonable investor would consider important when deciding to buy or sell securities. The restrictions described here also applies to “price-sensitive information” or other similar types of information in jurisdictions where the applicable insider trading laws refer to those types of information.

19.3. You are also required to abide by all applicable laws on securities market abuse, which involves spreading false information or engaging in activities designed to manipulate the market for publicly traded securities.

20. Inventions and Computer Programmes

20.1. MHB encourages you to be inventive and innovative. Such inventiveness and innovation are part of the normal duties during your employment at MHB.

20.2. Subject to the requirements of applicable law, the ownership of inventions, computer programs, or results of technological research made by you or to which you have contributed whilst working for MHB or in the course of discharging your duties or employing MHB resources, data and/or time, will be vested with MHB.

20.3. Further to Section 20.2 above, you may not file for any trademarks, patents, or registered designs or claim copyright in your name for or in such inventions, computer programs, or results of technological research.

20.4. You may not, without the written consent of MHB, disclose such inventions, computer programs, or results of technological research or any information related thereto to any person except to MHB and its duly authorized agents.

20.5. Without prejudice to its rights under this Section, MHB is prepared, in special cases, to consider requests for permission to publish original papers, in an appropriate form, whenever in the opinion of MHB the subject matter thereof is considered to be of benefit to the community and its disclosure will not be disadvantageous to MHB.

20.6. In this Section, the term “invention” includes any new or improved substance, material, plant machinery, or apparatus produced or capable of being produced by a manufacturer, any new or improved method or process of manufacturing or testing, or sampling, and any discovery in a field of science or applied technology.

20.7. Further, the term “computer program” includes any computer programs, software, scripts, or other computer instructions that relate to any business and processes of MHB.

21. Third-Party Intellectual Property

21.1. You must comply with all laws, regulations, and contractual obligations regarding the valid intellectual property rights of other parties, including patents, copyrights, trade secrets, and other proprietary information. You may not knowingly infringe on the protected intellectual property rights of other parties.

22. Publication of Materials

22.1. Except with the written permission of MHB, you will not publish or write any books or other works which are based on MHB's confidential information as described in Section 18.1.

22.2. If permission is granted, it will be subject to the following conditions: the proposed publication will not be published in such a way as to state or imply that it has received official support or backing, or sponsorship from MHB; and the proposed publication will not, under any circumstances, bear the words "MHB approved publication" or words to that effect, however phrased, that could be construed to suggest that the publication has been agreed to or approved by MHB.

23. Making of Public Statements

23.1. Irrespective of whether in your personal or official capacity, you will not either orally or in writing or in any other form (including on social media websites) make or circulate any public statement on the policies or decisions of MHB or discuss publicly any measure taken by MHB or any official matter taken or carried out by you unless you are duly appointed or authorized to make such statement on behalf of MHB.

23.2. You will not, either orally or in writing, or in any other form (unless you are appointed or authorized as aforesaid), make any public statement or comment on any matter relating to the work of the department or organization in which you are or were employed, or relating to any organization with which MHB has dealings: -

- where such statement or comment may reasonably be regarded as indicative of the policy of MHB; or
- where such statement or comment may embarrass or is likely to embarrass MHB; or
- where such a statement or comment may compromise the interests and reputation of MHB.

23.3. In this Section, “public statement” or “discuss publicly” includes the making of any statement or comment to the press, magazines, periodicals, or the public or during any lecture or speech or the broadcasting thereof by sound, vision, or electronic means. It also applies to every kind of correspondence including mail, electronic documents, instant messages, websites, social media tools, blogs, paper documents, facsimiles, voice, and voicemail recordings.

24. Giving of Reference

24.1. Except as required during normal business, you may only give reference in a non-MHB capacity, and no use will be made of MHB’s name or stationery with MHB’s logo or any corporate identifier. Where a reference is provided on a non-MHB basis, you are duty-bound to inform the party who seeks your reference that your reference is given strictly in that non-MHB capacity.

25. Social Media / Information Technology and Systems

25.1. You must not upload, download, send, or otherwise access or store pornography or other indecent or offensive material using MHB premises, equipment, or systems. Sending or forwarding obscene, libelous, defamatory, offensive, or racist remarks is strictly prohibited. If you receive materials of this nature, you must promptly notify MHB management.

25.2. You must not upload, download, send, or otherwise access material that is likely to cause annoyance, inconvenience, or offense to your colleagues, including inappropriate jokes.

25.3. The MHB IT and communications systems are to be used for MHB work and business purposes only.

25.4. You must not send personal e-mails using MHB e-stationery or displaying MHB headers or footers or otherwise suggesting that such communications are authorized by MHB.

25.5. You must not use personal e-mail addresses and services to send or receive MHB confidential information. Similarly, you must not allow the automatic forwarding of electronic mail to external mail addresses.

25.6. You must not disable or avoid MHB IT security measures.

25.7. When using MHB IT and communications systems, conducting MHB's business or acting for MHB's benefit, you must not deliberately conceal or misrepresent your identity. You should not send e-mail messages using another person's e-mail account unless you have proper authorization from the owner of the e-mail account.

25.8. You should not forge or attempt to forge e-mail messages.

25.9. You should not send or forward unsolicited e-mail messages.

25.10. You must avoid sending confidential information via electronic messaging (e.g., SMS) or other unsecured messaging channels, and, if this is unavoidable, the information must be secured (e.g., with encryption, password).

25.11. The installation of third-party software in or connection with hardware to MHB IT systems or equipment without the prior approval of your Head of Department and IT Administrator is prohibited.

25.12. You must not employ MHB IT and communications systems to conduct fraud; run your own business; view, download, copy, illegally share, process, or post information in a way that infringes the relevant content provider's intellectual property rights; send chain letters, make solicitations for money or gifts, or make personal offers to sell products, for charitable fund-raising campaigns, political advocacy efforts, religious efforts, or private non-MHB commercial purposes; commit "cybercrimes", such as spam attacks, hacking, IT sabotage, spying, and creating or sending viruses; send malicious rumors or transmit derogatory or indecent materials, or otherwise engage in activities that could damage MHB' business or reputation.

25.13. If you discover or suspect any actual or potential incident that could compromise the security, integrity, confidentiality, operation, or availability of MHB hardware, systems, or data, or any disclosure of confidential information, you must immediately contact the ICT Service Desk or other relevant departments. System users are not allowed to attempt to prove a security weakness by engaging in unauthorized activity.

25.14. You must use MHB IT and communications systems responsibly and professionally consistent with this Code and other MHB IT policies and procedures in effect from time to time, which sets out more detailed and comprehensive guidelines for the preservation of information security and the use of the systems, and any relevant social media policies.

25.15. MHB may search and monitor your e-mails and Internet usage conducted through MHB IT or communications systems and equipment, within the scope of local laws and regulations. You should not assume that any use of MHB's communications devices or systems is private.

25.16. You must safeguard passwords and other means of shielding MHB's information systems from unauthorized access, including by following the password protection protocols established by MHB from time to time.

25.17. You must comply with MHB policies and procedures regarding records retention, whether electronic or hard copy records, in effect from time to time.

25.18. Contractors and other parties authorized by MHB to use MHB computer systems must comply with MHB's IT security policy in effect from time to time.

Part II (G): CONDUCT CONTRARY TO DUTY TO SERVE DILIGENTLY

26. Outside Employment or Business Activities

26.1. As an MHB employee, you must devote your time and attention to the fulfillment of your employment obligations to MHB in accordance with the terms of the contract for employment with MHB. MHB employees may not take up other employment or gainful activity, whether part-time or full-time, or be involved in any outside business activities, in whatever capacity (including being involved in the management, direction or conduct of another enterprise) without the express written permission of MHB. If you are already engaged in any other gainful activity or involved, either directly or indirectly, in the management of business activities of any other company or companies, firms, corporations, or other business activities, you should come forward and disclose your activity to MHB through your Head of Department or your Human Resource Department.

26.2. The granting of permission will be subject to you satisfying MHB that such activity will not interfere with or compromise the proper performance of your duties or the fulfillment of your obligations to MHB.

26.3. Any permission granted may be withdrawn at any time at the sole discretion of MHB without the need for assigning any reason thereof. In such an event, MHB will be deemed fully indemnified by you and will not be held liable for any repercussion arising from such a decision to withdraw the permission so granted before.

27. Public Service, Recreational, Sports, Union, and Community Activities

27.1. Generally, MHB encourages you to participate in unpaid voluntary public service, recreational activities, sports, and other community activities outside working hours. Whilst such activities outside working hours are encouraged, such activities must not interfere with your duties and responsibilities during normal working hours.

27.2. The general rule is that if an MHB employee is invited to serve on local bodies, or as an appointed or elected club official, the employee is required to notify his or her Head of Department immediately upon being appointed or elected and must be able to balance the outside activities with his or her full-time MHB employment. The employee must be able to discharge his or her dual responsibilities satisfactorily, both in respect of the time taken up by the outside activity and the nature of his or her full-time duties. At all relevant times, the employee must ensure that his or her duties and obligations to MHB, as well as the interests of MHB, are not compromised.

27.3. MHB recognizes the role of employees who are elected officials of a labor union that has been duly accorded recognition by MHB and their participation in union activities that comply with the relevant labor legislation.

27.4. Charitable donations of (or employing) MHB resources must be pre-approved by your Head of Department or the head of your operating unit and may not be used to circumvent or avoid any of the provisions of this Code (particularly the prohibitions on bribery).

28. Political Activities

28.1. MHB recognizes that employees, in their capacity as citizens, may wish to involve themselves in legitimate political activities. While MHB does not discourage employees from doing so, to avoid involvement or identification with any political party, employees are required to use their off-duty time, or annual leave entitlement, subject to prior approval, for such matters. In the event an employee is appointed an office holder at the Branch, Division, State or National level of a political party, the employee is to inform MHB of such appointment.

28.2. In order not to compromise the interests of MHB, employees who wish to stand for State, Federal and/or material elections may be required to resign from MHB, subject to the requirements of applicable law.

28.3. You must not use your position with MHB to try to influence any other person (whether employed by MHB) to make political contributions or to support politicians or their parties in any state without approval from your Head of Department or the head of your operating unit.

28.4. You may not make any contribution or incur any expenditure using MHB resources to benefit any political campaign, party, or politician in any state without approval from your Head of Department or the head of your operating unit in consultation with your legal department.

28.5. MHB facilities, equipment, and resources may not be used for any political campaigns or party functions without approval from your Head of Department or the head of your operating unit.

28.6. Charitable donations may not be used as a substitute for prohibited political payments.

29. Prohibition of Action as Editor of Newspapers or Any Form of Publication

29.1 An employee will not act as the editor, or take part directly or indirectly in the management of any publication, including newspapers, magazines, or journals, except for the following: -

- i. department or staff publications;
- ii. professional publications; and
- iii. publications of non-political or voluntary organizations.

30. Participation in the Media

30.1. An employee may not participate in any form of advertisement or broadcasting whether in the newspapers, magazines, radio or television or any other media, without prior written consent from MHB.

30.2. An employee may be allowed to contribute literary or academic articles to any publications (for example newspapers, magazines, or journals), provided that prior written permission from MHB is obtained.

Part II (H): DISCLOSURE DUTIES

31. Your Duty to Report Breaches and Violations

31.1. If you find or suspect that another person subject to this Code may have committed or may be about to commit any breach of any of his/her terms and conditions of service, of his/her engagement, or this Code, or to violate other MHB policies or procedures or applicable law, whether deliberately or through inadvertence, you must forthwith report the same, in writing, to your Head of Department or your Human Resource Department.

31.2. You may also disclose alleged or suspected improper conduct using the procedures provided for in the MHB Whistle-blowing Policy as adopted for your jurisdiction, a copy of which is available from your Human Resource Department

31.3. If you make a report or disclosure as stated above in good faith, belief, without malicious intent, that a breach or violation as aforesaid may have occurred or may be about to occur, you will not be penalized or subject to any form of victimization or retaliatory action notwithstanding that, after investigation, it is shown that you were mistaken. Any form of reprisal by a person subject to this Code against another person who in good faith and without malicious intent has made a report or disclosure as stated above is forbidden and will itself be regarded as serious misconduct rendering the person engaged in the reprisal liable for disciplinary action. This includes blatant actions, such as firing, transferring, demoting or publicly attacking someone, and more subtle retaliation, such as avoiding someone, leaving him or her out of professional or social activities, and so on.

31.4. The provisions of this Section 31 are not intended to invalidate grievance procedures and/or disciplinary action processes and procedures in the company and are subject to the procedures and restrictions in force for your jurisdiction.

32. Disclosure of Over-payments

32.1. If you find that you have received an overpayment of salary, allowances, expenses, claims or other compensation, or benefits more than your entitlements, you must immediately inform your immediate superior and the department responsible for such payments or benefits and then forthwith refund any such over-payments to MHB.

**PART III:
WORKPLACE
CULTURE AND
ENVIRONMENT**

Workplace Culture and Environment 2. Unlawful Discrimination

1. Significance of a Safe, Secure, and Conducive Workplace Environment

1.1. MHB is committed to providing, in collaboration with you, a safe, secure, and conducive work culture and environment, where the values of mutual and reciprocal respect, trust, and confidence are upheld and actively promoted.

2.1. MHB will not tolerate unlawful discrimination in the workplace or on the job.

2.2. You must comply with laws in your local jurisdiction that prohibit workplace discrimination.

3. Sustainable Development

3.1. MHB is committed to sustainable development to help meet the world's growing energy needs through economic, environmental, and socially responsible efforts.

3.2. You should aim to create lasting social benefits; safeguard the health and safety of employees, contractors, and neighbors; minimize disruptions to the community; lower emissions; minimize the impact on ecosystems and biodiversity; and use energy, water, and other resources more efficiently.

4. Dress Code

4.1. All employees should be neatly, appropriately, and decently attired during office working hours. All employees should comply with MHB's Dress Code Policy.

5. Sexual Harassment

5.1. The protection of the physical, emotional, and psychological well-being of employees is an important objective of MHB. In this regard, MHB is committed to providing a conducive working environment where your right to protection from all forms of sexual harassment and unsolicited or unwarranted sexual overtures and advances is accorded due recognition.

5.2. The act of sexual harassment, unsolicited and unwarranted sexual overtures, and advances will be treated as misconduct.

5.3. For this Section, “sexual harassment” means:-

Any unwelcome conduct of a sexual nature in the form of verbal, non-verbal, visual, psychological, or physical harassment:-

- a) that might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on his/her employment; or
- b) that might, on reasonable grounds, be perceived by the recipient as an offense or humiliation, or a threat to his/her well-being.

Sexual harassment in the workplace includes any employment-related sexual harassment occurring outside the workplace because of employment responsibilities or employment relationships. Situations under which such employment-related sexual harassment may take place include, but are not limited to:-

- at work-related social functions; in the course of work assignments outside the workplace;
- at work-related conferences or training sessions;
- during work-related travel;
- over the phone; and through electronic media.

6. Non-Business Workplace Relationships

6.1. When employees have relationships that go beyond professional relationships and social friendships, such relationships may create conflicts of interest as well as opportunities for exploitation, favoritism, or bias. Such relationships can also undermine core values, such as respect and trust amongst staff, and impact the reputation and integrity of MHB. These relationships create a real likelihood of disaffection, disharmony, and significant difficulties for the parties concerned as well as for other co-employees of MHB. Under the circumstances, such relationships are discouraged. Your terms of employment may impose additional requirements with respect to workplace relationships.

6.2. There is a basic conflict of interest when you manage someone with whom you have a family, romantic or intimate relationship. Even if you act properly, your relationship may be seen as influencing your judgment. Accordingly, as an MHB employee or director, you may not supervise, directly or indirectly, any employee with whom you have such a relationship without written permission from your Human Resource Department (or, in the case of Directors, the relevant company secretary).

7. Occupational Health, Safety, and Environment

7.1. MHB is committed to providing a safe and healthy workplace for all employees working at its facilities and minimizing the impact of its operations on the environment by adhering to the Occupational Safety and Health Act (OSHA) 1994.

7.2. Every MHB employee must conscientiously and diligently comply with all HSE requirements, measures, work rules, and standard operating procedures set out in manuals, handbooks, and documents issued by MHB as amended and updated from time to time and all applicable laws and regulations.

8. Substance Misuse (Drug and Alcohol Abuse)

8.1. The use of a substance of misuse (as defined in item 8.3) can impair performance at work and can be a threat to health, safety, and the environment. Hence, it is MHB's policy that the unauthorized consumption, possession, distribution, purchase, or sale of any substance of misuse within its premises or while conducting its businesses or being under the influence of any such substance while working is prohibited. In this respect, all persons covered by this Code must diligently heed and comply with the policies and procedures on substance misuse issued by MHB as amended and updated from time to time, copies of which are available from the MHB HRA Division. The consumption of legally prescribed psychoactive drugs is permitted for the treatment of identified illnesses, subject to prior approval by MHB management with authority over the relevant premises or activity.

8.2. To ensure adherence to this policy, MHB may conduct unannounced testing and searches for substances of misuse by its policies and subject to the requirements of applicable laws. Any persons covered by this Code who are found to have unauthorized possession of any substance of misuse or who test positive for any substance of misuse are considered to have committed an act of misconduct which may render them liable for disciplinary action, including termination. Subject to local laws in the jurisdiction of operation, employees are required to consent to tests and searches conducted by any persons or laboratory authorized by MHB by signing relevant documents issued by MHB. Further, employees who undergo such testing must give consent to the release of the results to MHB.

8.3. Under this Code, "substance of misuse" includes any illegal drugs, alcoholic beverages containing ethanol, legal psychoactive drugs

obtained or used without a legal prescription, and legally prescribed psychoactive drugs consumed beyond their therapeutic or prescribed uses.

8.4. MHB contractors and subcontractors are required to demonstrate that substance misuse control programs are part of their HSE management to ensure that substance misuse among their employees is adequately controlled and meets MHB standards.

9. Borrowing Money

9.1. You will not, under any circumstances, borrow money from your subordinate or MHB contractors, developers, subcontractors, consultants, or suppliers. You may, however, stand surety for your subordinates or other persons subject to this Code for loans taken from MHB based on MHB' current policy stated in the MHB Employee Handbook.

- a) 9.2 Subject to the foregoing and to any restriction set out that applies to you, you may borrow money from any person or stand as surety or guarantor for any borrower if you do not in any manner place yourself under any serious obligation to any person: who is, directly or indirectly, subject to your official authority; or
- b) with whom you have or are likely to have official dealings.

**PART IV:
DISCIPLINE,
DISCIPLINARY
PROCESS AND
SANCTIONS**

1. Importance of Good Conduct and Discipline

1.1. The maintenance of discipline, good conduct, and decorum amongst the employees of MHB is critical to the smooth running of its business or enterprise and is for the common good of MHB and its employees.

1.2. The term “sleep” means improper behavior or an act or conduct about duties or work which is inconsistent with the due performance of obligations to MHB and includes a breach of discipline or violation of this Code or the rules and regulations as set out in any handbooks, policies or procedure statements or any documentation of MHB.

1.3. The following acts may be treated as misconduct for which a person covered by this Code may be liable for disciplinary action, subject to the requirements of applicable law:

- i. insubordination;
- ii. tardiness;
- iii. absenteeism; violent behavior or threats of violent behavior (includes assaults and fighting whether with employees, clients, contractors, or visitors to MHB premises);
- iv. theft, fraud, misappropriation; being dishonest or conducting oneself in such a manner as to lay oneself open to suspicion of dishonesty;
- v. encouraging or assisting anyone to steal MHB’s property; negligence, neglect, or dereliction of duty; sleeping while on duty; deliberate damage to MHB’s property; leaving the workplace during working hours without appropriate permission; sexual impropriety at the workplace; drug or alcohol abuse on the job or that affects your performance;
- vi. signing in or signing out attendance for other employees; sexual harassment; obstructing other

employees from performing their duties; gambling within the premise of MHB; non-observance of safety precautions or rules, or interfering or tampering with any safety devices installed in or about the premises of MHB;

- vii. engaging in any illegal or unethical practices such as taking or giving bribes or receiving any illegal gratification whether in monetary terms or otherwise; engaging in other employment/business whilst the service of MHB, without the permission of MHB;
- viii. any act which could adversely affect the image or reputation of MHB; misuse of MHB’s computer and telecommunications systems (e.g., excessive accessing of non-work-related internet sites (such as social networking websites), accessing of pornographic sites, and deliberate tampering with or unauthorized use of computer hardware or software); violating local laws concerning the protection of the privacy of personal data of MHB employees; taking retaliatory actions against persons in situations where they are protected by the MHB Whistle-blowing Policy; conducting themselves in a manner that can be reasonably construed as lacking efficiency; breaching any policies or prohibitions set out within this Code; taking measures in circumvention of the policies and prohibitions set out in this Code; failing to observe all laws and regulations applicable to MHB’s business and operations; failing to comply with MHB established rules and procedures, including but limited to the limits of authority (LOAs); and conviction of criminal court.

1.4. The above list of types of misconduct is not to be taken as exhaustive and, for the avoidance of doubt, the said list does not detract from the meaning of misconduct as set out in Section 1.2 of Part IV above.

1.5. Without limitation upon the foregoing, a person covered by this Code will strictly:

- a) observe all statutory laws and regulations applicable to MHB's business and operations; and comply with MHB-established rules and procedures, including but not limited to limits of authority (LOAs).

1.6. Subject to the requirements of applicable law, disciplinary action may be taken against any person covered by this Code for misconduct or non-compliance with such laws, regulations, rules, and procedures.

2. Disciplinary Process and Sanctions

Provisions concerning disciplinary procedures and actions relevant your jurisdiction and actions are set out Chapter 4, MHB's Employee



MAJUPERAK HOLDINGS BERHAD

[Registration No.: 200201017726 (585389-X)]

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