



Code of Conduct

FOR BUSINESS PARTNERS

ETHICS · INTEGRITY · ACCOUNTABILITY



A member of UEM Group

*Find your
Happy*



Introduction

At UEM Sunrise Berhad (“UEM Sunrise”), being a good corporate citizen has always been an integral part of the way we do business. We are committed to operating our business in an ethical, legal and socially responsible manner.

We expect our vendors including contractors, consultants, suppliers, agents and joint venture partners and other business partners (“Business Partners” or “you”) including their employees, agents, representatives, suppliers and subcontractors (“Business Partners’ Representatives” or “your Representatives”) to embrace the spirit of our commitment to integrity and the same high ethical standards as set out in this Code of Conduct for Our Business Partners (“Code”). All our Business Partners are

expected to adhere to this Code when conducting business with UEM Sunrise or its subsidiaries. In this connection, all references to “UEM Sunrise” in this Code, shall include UEM Sunrise and its subsidiaries.

All Business Partners are required to acknowledge their acceptance of this Code and sign the “Declaration of Interest Form” (Appendix 1) which is the Business Partners’ declaration to UEM Sunrise on any potential or actual conflict of interest.

A Business Partner will also be required to sign the “Declaration of Integrity Form” (Appendix 2) which is the Business Partner’s declaration of its compliance to this Code, the relevant laws and regulations subsequent to winning any

bid/tender and upon entering into a contract/agreement with UEM Sunrise.

The Appointed Business Partner who has yet to acknowledge its acceptance to this Code and return to UEM Sunrise the duly signed "Declaration of Interest Form" and the "Declaration of Integrity Form" prior to entering into the contract with UEM Sunrise, will be required to do so upon receiving our notification on this Code ("Forms").

The original copy of the Forms are to be submitted by the Business Partner to Vendor Management, Contracts Management Department, UEM Sunrise Berhad, Level U2, Block C5, Solaris Dutamas, No. 1, Jalan Dutamas 1, 50480 Kuala Lumpur, Malaysia whilst the

copy can be emailed to vendor.mgmt@uemsunrise.com. The submission must be accompanied by the original copy of a directors' resolution executed by the Business Partner's board of directors authorising the acceptance of the Code and all declarations required therein.

UEM Sunrise believes a sustainable business relationship is based on key principles of integrity, honesty, accountability and compliance with applicable laws and regulations.

All Business Partners and Business Partners' Representatives must therefore commit and uphold the highest standard of integrity and ethical conduct in all their business interactions and dealings with UEM Sunrise.

Principles of this Code

The Principles of this Code support the core values of UEM Sunrise.

The 8 Principles of UEM Sunrise's Code of Conduct for Business Partners

1 COMPLIANCE WITH LAWS

Our Business Partners must understand and comply with all laws, rules and regulations, including, but not limited to, laws related to anti-corruption, competition, occupational health and safety, privacy and data protection, and any other laws described herein in Malaysia and also applicable to their businesses wherever conducted throughout the world.

Business Partners shall comply with all applicable labour, employment, and human rights legislation including, but not limited to, minimum wage, minimum age for employment, and maximum hours of work.

Business Partners must obtain all valid licences and permits to conduct the activities for which they have been contracted by UEM Sunrise.

2 ACTS WITH INTEGRITY

Our Business Partners will conduct all business with integrity, respect and trust.

You shall:

- Behave ethically and transparently in all business dealings.
- Never offer, give, promise, request, accept, or authorise any bribe, gift, fee, reward, advantage, or anything of value directly or indirectly to any of UEM Sunrise's employees, government officials and/or their family members, private parties or entities to obtain a business advantage or to improperly influence any action or decision.
- Never make facilitation payments, whether directly or indirectly.
- Ensure all your Representatives, referral parties, and affiliates used in connection with UEM Sunrise business adhere to these standards and have not engaged in, and shall not engage in, improper or illegal conduct.
- Maintain complete and accurate books and records relating to all UEM Sunrise business, together with supporting documentation, in accordance with applicable accounting principles, laws, and regulations.

- Act lawfully & responsibly when using social media.
- Never make any misrepresentation including on your capabilities, for the purpose of securing procurement or contract with UEM Sunrise by misrepresenting your capabilities in the services rendered or goods delivered to UEM Sunrise. Ensure that from your company records and publicly available information, neither you nor any of your directors, officers, employees or your Representatives who may be involved or is involved in a business transaction with UEM Sunrise has been convicted of any offence involving bribery or corruption or fraud; nor to the best of your knowledge, is any such person the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the relevant laws.

3 MAINTAIN ACCOUNTABILITY

Our Business Partners must maintain full accountability for services rendered/ goods provided and honour their commitment in accordance with their obligations under the specific contracts or agreements and undertakings with UEM Sunrise.

4 AVOID CONFLICT OF INTEREST

Business Partners with a real or potential conflict of interest or who is related to any of UEM Group of Companies and/or Khazanah Nasional Berhad must

disclose the conflict to UEM Sunrise by filling up the form in Appendix 1 even if such knowledge arises after the appointment or engagement and to take action to proactively address the conflict as soon as it is known. For the avoidance of doubt, Business Partners shall be solely responsible to check whether they are related to any of UEM Group of Companies and/or Khazanah Nasional Berhad.

Business Partners must avoid any act or omission which may give rise to conflicts of interests in the discharge of Business Partners' obligation or work in relation to the contract(s) entered with UEM Sunrise.

Business Partners must not gain any improper advantage or preferential treatment in their relationship or dealing with UEM Sunrise's employees.

If in doubt or should there be any situation of an actual or potential conflict of interest and/or improper advantage, Business Partners must report of such situation to UEM Sunrise in accordance with paragraph 2 of "Raising Concerns" under this Code.

5 MAINTAIN CONFIDENTIALITY

Our Business Partners must respect UEM Sunrise's intellectual property, trade secrets and other confidential, proprietary or sensitive information.

Confidentiality Obligation:

Business Partners must:

- keep confidential all information made available by UEM Sunrise for purposes of the procurement and/or business (confidential information).

- (b) not disclose or share any of UEM Sunrise's confidential information to any person without first, obtaining UEM Sunrise's prior consent in writing.
- (c) not disclose UEM Sunrise's confidential information for any purpose except to the extent necessary to exercise their rights and perform their obligations for the procurement, business or contract.
- (d) have appropriate controls, policies and procedures in place to protect UEM Sunrise's confidential information and prevent any information leakage.
- (e) comply with all applicable data privacy and data protection laws and implement policies and controls to ensure that the privacy rights of personal data subjects are respected.
- (f) use reasonable and practicable means to ensure that Business Partners' Representatives comply with the obligation of the confidentiality.

Business Partners' obligation on confidentiality of the contract shall survive even after the termination or expiration of the contract.

Protection of Intellectual Property Obligation:

Business Partners must:

- (a) respect all intellectual property ("IP") rights. Any transfer of technology and know-how must be done in a manner that protects the intellectual property rights of UEM Sunrise.
- (b) only use software and technology which have been legitimately acquired and licensed, in accordance with the

Business Partners' respective terms of use or licence.

- (c) comply with IP rights of UEM Sunrise and all other relevant third parties' IP rights. UEM Sunrise takes a serious view of any infringement of its IP, and will take all necessary legal action to protect its IP rights.

Restriction on Making Public Statement and Giving of Reference

Business Partners are prohibited from making or circulating any public statement on content related to the business, contract or affairs of UEM Sunrise including referring to UEM Sunrise's name for marketing purposes.

6 PROVIDE A SAFE WORKING ENVIRONMENT

Our Business Partners shall provide a healthy and safe workplace to their employees, and comply with all applicable health and safety laws, regulations and standards including all statutory requirements and Acts under the "Occupational Safety and Health Act and Regulations 1994" (OSHA), "Factory and Machinery Act 1967" (FMA), Construction Industry Development Board (CIDB) Guidelines on First-Aid Facilities in the Workplace (as and where applicable).

Any person providing on-site services in UEM Sunrise's facility and premises including construction site is required to comply to UEM Sunrise's site-specific safety requirement including UEM Sunrise's Site Security, Safety, Health and Environment Regulations for

Contractors and Workers (including any revisions thereto made known to you from time to time).

Any violation of site security, safety, health and environment rules will be subject to any fines imposed under UEM Sunrise's schedule of fines (which is subject to any revision which will be made known to you from time to time) and in accordance to our Safety and Health Policy.

In this regard, it is your obligation to obtain from UEM Sunrise a copy of UEM Sunrise's site-specific safety requirement or Site Security, Safety, Health and Environment Regulations for Contractors and Workers together with the information of fines imposed under UEM Sunrise's schedule of fines, as applicable, for your compliance in performing your obligations under the contract/agreement with UEM Sunrise.

7 MAINTAIN A HEALTHY WORK CULTURE

Business Partners and Business Partners' Representatives shall not be involved in illegal use drugs or alcohol consumption in UEM Sunrise's premises, facility or construction site. Prohibited substances may not be brought, kept, consumed, sold, purchased or dealt with in any way on UEM Sunrise's premises, facility or construction site.

Violent behaviour or harassment that includes unwelcome verbal, visual, psychological, physical or other conduct of any kind that creates an intimidating, offensive or hostile work environment are deemed as unacceptable behaviour.

UEM Sunrise does not tolerate harsh,

inhumane treatment of any of the Business Partners' employees, child labour, and any other form of discrimination, including gender discrimination during the performance of the Business Partners' contractual obligation to UEM Sunrise.

8 PROHIBIT ANY FORM OF GIFT/ BUSINESS COURTESY

Business Partners or Business Partners' Representatives shall not offer a bribe, a kickback, bartering arrangement for goods/ services or cash or any other incentives to UEM Sunrise's employees and/their families in order to obtain or maintain UEM Sunrise's business or to improperly influence any action or decision. Business Partners should report to UEM Sunrise if any UEM Sunrise's employee or business associate request for any such incentive or any form of gift or favour.

UEM Sunrise practices a "No Gift Policy" and our Business Partners are expected to observe UEM Sunrise's No Gift Policy at all times.

Compliance with this Code

1 Our Business Partners should read and understand this Code and consult their UEM Sunrise key contact if they have any questions.

Our Business Partners shall adhere to the standards described in this Code when undertaking work with or on behalf of UEM Sunrise and are responsible for ensuring compliance with this Code.

2 Our Business Partners shall pro-actively extend the principles defined in this Code to Business Partners' Representatives who have dealings with UEM Sunrise.

3 If and when any situation arises that causes our Business Partner to violate this Code, our Business

Partner shall immediately inform UEM Sunrise via any of the modes mentioned in paragraph 2 of "Raising Concerns" under this Code.

4 Business Partners are expected to cooperate fully in any investigation and shall provide UEM Sunrise with reasonable access to business records, documents, personnel and facilities related to matters involving UEM Sunrise.

5 Failure by any Business Partner to comply with this Code or applicable laws and regulations will be sufficient cause for UEM Sunrise to take any of the following actions or combination of any of the following actions against the Business Partners for breaching this Code:

- (a) Suspension or termination of any or all contract(s);
- (b) Deduction of any amount of money which is due or becoming due to you under any contract(s);
- (c) Requiring you to substitute any of your representative who breaches this Code or acting inconsistent with this Code immediately;
- (d) Disqualifying you from participating in any tender or procurement exercise for a period to be determined by UEM Sunrise at UEM Sunrise's sole discretion;

without prejudice to any other rights or remedies UEM Sunrise may have or any other appropriate action which UEM Sunrise may seek under the terms of the contract or under the laws.

6 UEM Sunrise reserves the right, as a condition of doing business, to monitor compliance with this Code. The process of such monitoring may include an initial collection of Code-related information by UEM Sunrise, questionnaires, an on-site audit, or other means deemed appropriate.

If UEM Sunrise requires Business Partners to provide further information or attestation in writing of their compliance to this Code from time to time, Business Partners must immediately provide UEM Sunrise with such information as required.

Raising Concerns

1 UEM Sunrise is committed to the highest standards of integrity, accountability and ethical behaviour in our business conducts and operations, and expects the same from its Business Partners. Concomitant with our corporate values, we provide an avenue for any person to disclose improper conduct within UEM Sunrise or third parties employed or engaged by UEM Sunrise.

2 All disclosures are to be channelled in accordance with the procedures outlined under UEM Sunrise Whistleblowing Policy. Disclosure should be factual and contain only specific information to enable proper assessment of the allegation made. Disclosures can be made through the following channel:

- By sending a report through online Secured Postbox; or
- By writing to the Whistleblowing

Committee Chairman through online Direct Message.

For more information on UEM Sunrise Whistleblowing Policy, visit whistleblower.uemsunrise.com

3 A whistleblower will be accorded the necessary protection against any detrimental action or unfair treatment, provided that the disclosure is made in good faith. The identity of the whistleblower will be kept confidential to the extent possible unless required under the applicable laws.

4 Such protection is accorded even if the investigation later reveals that the whistleblower is mistaken as to the facts and rules or procedures involved or that the investigation later revealed that the allegation is not substantiated.

Business Partner Code of Conduct

ACKNOWLEDGEMENT

The undersigned Business Partner acknowledges and agrees that:

1. We have received, read and understand the UEM Sunrise's Code of Conduct for Business Partners (this "Code");
2. We shall comply with and agree to be bound by this Code and any revision there to made known to us from time to time by UEM Sunrise; and
3. We shall ensure that our employees, agents, representatives, suppliers and subcontractors that supply products and/or services to UEM Sunrise shall act in accordance with this Code.

.....
Signature and Company Stamp

Name :

Designation :

NRIC No :

Date :

.....
(Witness)

Name :

Designation :

NRIC No :

Date :

DECLARATION OF INTEREST BY BUSINESS PARTNERS TO UEM SUNRISE BERHAD

1. This declaration of interest is made by.....
 **<insert name of person or company>** (.....**<insert company no if applicable>**) (“Business Partner”) to UEM SUNRISE BERHAD (“UEM Sunrise”) pursuant to the requirement under UEM Sunrise’s Code of Conduct for Business Partners (the “Code”).

2. I/We declare and confirm the following:

(a) I/we understand my/our obligations to declare any conflict of interest to UEM Sunrise.

(b) Our shareholders/directors/personnel holding key management function and their close family members¹ do not have any relationship with any employees or members of the Board of UEM Sunrise; or

The following shareholders/directors/personnel holding key management function has a relationship with an employee of UEM Sunrise or members of the Board of UEM Sunrise, by virtue of their close family members position. Details are provided below:

No.	Name	Relationship with the Business Partner	Relationship with UEM Sunrise

(c) I/We, including our shareholders/directors/personnel holding key management functions and their close family members do not have any interest that could be in conflict with my/our work with UEM Sunrise;

(d) I/we am/are not related to any of UEM Group of Companies and/or Khazanah Nasional Berhad; or

I/we am/are related to UEM Group of Companies and/or Khazanah Nasional Berhad. Details are provided below:

No.	Name of Company	Nature of Relationship

1 Close family members refers to spouse, children (including adopted or stepchildren) and their spouses, parents, siblings, in-laws and siblings, spouse and their children (including adopted or step children)

- (e) For the duration of the engagement that I/we enter with UEM Sunrise, I/we shall not do any act or commit any omission which may give rise to a conflict of interest in the discharge of my/our work in relation to the engagement entered into with UEM Sunrise;
- (f) I/We agree to be bound by the Code and warrants that no conflict of interest exists or likely to arise in the performance of my/our obligations under the engagement;
- (g) I/We declare and affirm that the contents of this declaration are true and correct.

3. In the event that a situation of an actual or potential conflict of interest arises after the date of this declaration, I/we shall immediately disclose to UEM Sunrise. Upon such disclosure, I/we agree that UEM Sunrise may take any action as it deems fit regarding my/our existing or potential dealings, arrangements or contracts with UEM Sunrise.

4. I/We acknowledge that the obligations in this declaration shall commence from my/our acceptance and agreement to the Code or commencement of the procurement exercise, whichever is the earlier and survive throughout the engagement or contract/agreement, including the termination and expiration of the engagement or contract.

Acknowledgement of acceptance to the Declaration of Interest by:

Signature:
 Name of Company's authorised representative:
 Designation:
 Date:

Witness signature:
 Name of Witness:
 NRIC:
 Date:

DECLARATION OF INTEGRITY TO

<insert name of UEM Sunrise’s entity having contract with the Business Partner>

1. This declaration of integrity is made to..... **<insert name of UEM Sunrise’s entity having contract with the Business Partner>** pursuant to the requirement under UEM Sunrise Berhad (“UEM Sunrise”) Code of Conduct for Business Partners (the “Code”) and the contract signed between**<insert name of Business Partner and Company No.>** (the “Company”) and**<insert name of UEM Sunrise’s entity having contract with the Business Partner>** on..... **<insert date of agreement>** (the “Agreement”).

2. The Company declares that it has read and fully understood the contents of the Code and acknowledge that:

- (a) The Code forms part of the Agreement and is binding on the Company; and
- (b) The Code may be amended by**<insert name of UEM Sunrise’s entity having contract with the Business Partner>** from time to time as may be notified to the Company by**<insert name of UEM Sunrise’s entity having contract with the Business Partner>**.

3. In line with the Code, the Company declares that the Company and its employees, agents, representatives, suppliers and subcontractors (the “Company’s Representatives”), shall:

- (a) Comply with the Code and any revision thereto, relevant laws, rules and regulations for the time being enforced as well as any policies and internal procedures which are made known to the Company or which form part of the Agreement before, during and after the duration of the Agreement;
- (b) Exercise reasonable care and due diligence to avoid any situations of potential and/or actual conflicts of interests;
- (c) Promptly inform**<insert name of UEM Sunrise’s entity having contract with the Business Partner>** or the responsible point of contact (as stated in the Code) in writing (or by any other mode as stated in the Code) of an actual or potential conflict of interest situation;

- (d) Not gain improper advantage or preferential treatment in the Company's relationship with **<insert name of UEM Sunrise's entity having contract with the Business Partner>**'s/UEM Sunrise's employees or members of the Board of UEM Sunrise;
- (e) Inform **<insert name of UEM Sunrise's entity having contract with the Business Partner>** of the Company's relationship with **<insert name of UEM Sunrise's entity having contract with the Business Partner>**'s/UEM Sunrise's employees or members of the Board of UEM Sunrise, upon having knowledge of existence of any relationship, which may influence the objectivity of the Company's business conduct with **<insert name of UEM Sunrise's entity having contract with the Business Partner>**;
- (f) Not make any misrepresentation of its capabilities in order to gain **<insert name of UEM Sunrise's entity having contract with the Business Partner>**'s/UEM Sunrise's procurement or during its delivery of goods and services to **<insert name of UEM Sunrise's entity having contract with the Business Partner>**;
- (g) Operate in a professional manner in the course of the Company's dealings with **<insert name of UEM Sunrise's entity having contract with the Business Partner>** and while on **<insert name of UEM Sunrise's entity having contract with the Business Partner>**'s/UEM Sunrise's premise, facility or construction site; and
- (h) Comply with **<insert name of UEM Sunrise's entity having contract with the Business Partner>**'s/ UEM Sunrise's security policies and procedures while providing services at **<insert name of UEM Sunrise's entity having contract with the Business Partner>**'s/ UEM Sunrise's premise, facility or construction site.

4. The Company shall promptly inform **<insert name of UEM Sunrise's entity having contract with the Business Partner>**/UEM Sunrise or **<insert name of UEM Sunrise's entity having contract with the Business Partner>**'s/ UEM Sunrise's responsible point of contact (as stated in the Code) of any breach or

alleged or suspected breach of the Code and cooperate with<insert name of UEM Sunrise's entity having contract with the Business Partner>/ UEM Sunrise in any investigation of such breach involving the Company or the Company's Representatives,<insert name of UEM Sunrise's entity having contract with the Business Partner>'s employees or UEM Sunrise's employees.

5. The Company acknowledges that <insert name of UEM Sunrise's entity having contract with the Business Partner> has the right to take any action as it deems fit if the Company or the Company's Representative is found to have breached any requirements in the Code or any other terms and conditions imposed pursuant to the Code. Such actions include any of the following or combination of any of the following:
- (a) Suspension or termination of contract or Agreement and any other contract(s) between the Company of the one part and<insert name of UEM Sunrise's entity having contract with the Business Partner> or UEM Sunrise or its subsidiaries of the other part;
 - (b) Deduction of any amount of money which is due or becoming due to the Company under the Agreement and/or any other contract(s) between the Company of the one part and <insert name of UEM Sunrise's entity having contract with the Business Partner> or UEM Sunrise or its subsidiaries of the other part;
 - (c) Requiring the Company to substitute any of the Company's Representative who breaches the Code or acting inconsistent with the Code immediately;
 - (d) <insert name of UEM Sunrise's entity having contract with the Business Partner>/ UEM Sunrise reserves the right to disqualify the Company from participating in any tender or procurement exercise for a period to be determined by<insert name of UEM Sunrise's entity having contract with the Business Partner>/UEM Sunrise at<insert name of UEM Sunrise's entity having contract with the Business Partner>'s/UEM Sunrise's sole discretion; without prejudice to any other rights or remedies <insert name of UEM Sunrise's entity having contract with the Business Partner> may have or any other appropriate action which<insert name of UEM Sunrise's entity having contract with the Business Partner> may seek under the terms of the contract or under the laws.

6. If there are any individuals, including any employee of<insert name of UEM Sunrise's entity having contract with the Business Partner> or UEM Sunrise who solicit, receive or agree to receive any gratification of any kind whatsoever for himself or for other persons on the account of those individuals doing or forbearing to do anything in respect of any matter related to the procurement, the Company shall raise this matter to<insert name of UEM Sunrise's entity having contract with the Business Partner>/UEM Sunrise or the responsible point of contact (as stated in the Code) in writing (or by any other mode as stated in the Code).

7. The Company acknowledges that the obligations in this declaration shall commence from the Company's acceptance and agreement to the Code or commencement of the procurement exercise, whichever is the earlier and survive throughout the Agreement, including the termination and expiration of the Agreement.

Acknowledgment of acceptance to the Declaration of Integrity by:

Signature:

Witness signature:

Name of Company's authorised representative:

Name of Witness:

Designation:

NRIC:

Date:

Date:



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