



Code of Conduct

For Business Partners



25 May 2022

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. These documents are to be signed by top management of Business Partners such as Managing Director/Chief Executive Officer or any other senior personnel.

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.

Any 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 your UEM Sunrise key contact person at 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 your UEM Sunrise key contact person.

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 collude with any other company participating in quotation or tender, such as bid-rigging, price fixing, boycotts.
- 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, members of the Board of UEM Sunrise, government officials and/or their family members, private parties or entities to obtain a business advantage or to improperly influence any action or decision whether locally or when conducting international business, for example:
 - To expedite an approval process;
 - To avoid/reduce fines and penalties;
 - To obtain favourable court judgments; or
 - To obtain/leak private or confidential information on customers, tenders/quotations, projects or other matter related to UEM Sunrise's business.
- Never make false claims or falsify documents for progress payments or deliveries of substandard quality or shortage in quantity.
- 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 and ensure there is no attempt to alter, destroy or conceal any documents.
- Act lawfully & responsibly when using social media.
- Never make any misrepresentation including on your capabilities, for the purpose of securing a 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.
- Abide by UEM Sunrise's Anti-Corruption Policy & Guidelines, which is available on the website.

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 all relevant UEM Sunrise's policies 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 the 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 which requires disclosure.

Business Partners must avoid any act or omission which may give rise to a conflict of interests in the discharge of their 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 or members of the Board of UEM Sunrise.

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 3 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:

- (a) keep confidential all information made whether oral, graphic, written or in any other form, 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 as to 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. Business Partners' obligation as to all IP shall survive termination or expiration of their engagement with UEM Sunrise.

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 without prior consent in writing by UEM Sunrise.

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/ HOSPITALITY/SIMILAR BENEFITS

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

Therefore, Business Partners or Business Partners' Representatives shall not offer, promise or give any bribe, kickback, bartering arrangement for goods/ services, cash or any other incentive in the form of gifts, hospitality, donations, sponsorship or similar benefits to UEM Sunrise's employees and members of the Board of UEM Sunrise and their families in order to obtain or maintain business with UEM Sunrise or to improperly influence any action or decision in relation to their work with UEM Sunrise.

Business Partners are not allowed to offer, promise or give any form of offers, discounts or special services to UEM Sunrise's employees and members of the Board of UEM Sunrise and their families unless they are included in an official arrangement approved by UEM Sunrise's management.

Under no circumstances may Business Partners offer, promise or give gifts to UEM Sunrise's employees and members of the Board of UEM Sunrise and their families in the form of the following:

- (a) Cash, commission, cheque, loans, credit cards in any currency;
- (b) Shares/equity interest in any registered company;
- (c) Lottery tickets;
- (d) Personal discounts, coupons or gift vouchers exchangeable for cash or goods;
- (e) Personal event tickets (concerts, sports, etc);
- (f) Awards or prizes of any monetary value;
- (g) Reward point cards of any retailer;
- (h) Club membership, personal sponsorship; and/or
- (i) Any other gift of significant value which could reasonably be considered to influence their decisions or behaviour.

Business Partners should not provide any form of festive hampers to UEM Sunrise's employees and members of the Board of UEM Sunrise and their families as well as in relation to UEM Sunrise work. Festive hampers will be refused and returned or redistributed to charity.

Business Partners are not allowed to offer gifts off-site to UEM Sunrise's employees and members of the Board of UEM Sunrise and their families.

Business Partners should report to UEM Sunrise if any UEM Sunrise's employee, members of the Board of UEM Sunrise or business associate request for any such incentive or any form of gift or favour.

Never make facilitation payments, whether directly or indirectly. In the event of an extortion payment where you are threatened or at risk of harm, immediately report the incident to your UEM Sunrise key contact person and Integrity & Governance Unit of UEM Sunrise for further action.

Donations and sponsorships are not to be used as a cover for bribery or corruption in relation to any of your work for UEM Sunrise.

Refer to UEM Sunrise's Anti-Corruption Policy Statement and Anti-Corruption Policy & Guidelines, which are available on the website for further information.

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 whether locally or internationally 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 3 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 law.

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 attest in writing to their compliance with this Code and the UEM Sunrise's Policies and undertakings as referred to in the Code, 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 and Procedures. Disclosures are to be factual and not speculative. Information provided should be specific enough to enable proper assessment of the nature and extent of the concern and commence investigations.

3 UEM Sunrise encourages that whistleblowers provide their name and contact details to enable it to conduct follow up and notify the outcome of the investigation on the disclosure where it relates to the disclosing party if deemed necessary. Anonymous reporting is allowed. However, UEM Sunrise can only provide whistleblower protection where the identity of the person making the report is known. Reporting of concerns can be done in strict confidential online at whistleblower.uemsunrise.com:

- By sending a report through online Secured Postbox; or
- By online Direct Message to the Board Governance and Risk Committee ("BGRC") Chairman.

4 A whistleblower may also lodge a report with the Royal Malaysian Police, Bank Negara Malaysia, The Malaysian Anti-Corruption Commission ("MACC") or other enforcement agency as defined under the Whistleblower Protection Act 2010.

5 Any person making a report must do so in good faith, with reasonable belief that it is true, and not be acting maliciously or for personal gain. Any person found to have made a false allegation for malicious purposes will not receive whistleblower protection but instead be subjected to disciplinary action and/or legal action by UEM Sunrise.

6 UEM Sunrise prohibits retaliation against all whistleblowers acting in good faith, and will accord protection against any retaliation, detrimental action or unfair treatment arising from making such a report to the maximum extent possible within UEM Sunrise's ability and control. Such protection is accorded even if the investigation later reveals that the whistleblower is mistaken as to the facts and/or the application of the relevant rules or procedures, or that the allegation cannot be substantiated.

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

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 thereto 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 functions 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 functions have a relationship with employee(s) 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 party to any entity of the UEM Group of Companies and/or Khazanah Nasional Berhad; or

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

No.	Name of Company	Nature of Relationship

¹Close 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 warrant that no conflict of interest exists or is likely to arise in the performance of my/our obligations under the engagement based on the information I/we have available;
- (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 the matter to UEM Sunrise. Upon such disclosure, I/we agree that UEM Sunrise may take suitable action 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.

Acknowledgment 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> ("the Client") 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 the Client 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 the Client from time to time as may be notified to the Company by the Client.
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 the Client 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 the Client's/UEM Sunrise's employees or members of the Board of UEM Sunrise;
 - (e) Inform the Client of the Company's relationship with the Client'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 the Client;
 - (f) Not make any misrepresentation of its capabilities in order to gain the Client's/UEM Sunrise's procurement or during its delivery of goods and services to the Client;
 - (g) Operate in a professional manner in the course of the Company's dealings with the Client and while on the Client's/UEM Sunrise's premise, facility or construction site; and
 - (h) Comply with the Client's/UEM Sunrise's security policies and procedures while providing services at the Client's/UEM Sunrise's premise, facility or construction site.
4. The Company shall promptly inform the Client/UEM Sunrise or the Client'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 the Client/UEM Sunrise in any investigation of such breach involving the Company or the Company's Representatives, the Client's employees or UEM Sunrise's employees.
5. The Company acknowledges that the Client has the right to take suitable action 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 the Client 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 the Client 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 acts inconsistently with the Code immediately;
- (d) the Client/UEM Sunrise reserves the right to disqualify the Company from participating in any tender or procurement exercise for a period to be determined by the Client/UEM Sunrise at the Client's/UEM Sunrise's sole discretion;

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

- 6. If there are any individuals, including any employee of the Client or UEM Sunrise or members of the Board of 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 the Client/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:
 Name of Company's authorised representative:
 Designation:
 Date:

.....
 Witness signature:
 Name of Witness:
 NRIC:
 Date:

uemsunrise.com