



WARISAN TC HOLDINGS BERHAD AND ITS GROUP OF COMPANIES

Code of Business Conduct for Third Parties

Policy no. :	WTCH/GLCRM/GL/P001
Revision no. :	0/2023
Approved by:	The Board of Directors
Effective date:	28 August 2023

ADMINISTRATION

[illegible]

1. **SCOPE OF THIS CODE**

- 1.1 This Code of Business Conduct for Third Parties (hereinafter referred to as “**Code**”) is formulated to set out some guidelines and good business practices in the course of the Third Parties’ business dealing with WTC Group.
- 1.2 In this Code, the reference to “**WTC Group**” shall include Warisan TC Holdings Berhad (Registration No. 199701009338 (424834-W)), all its subsidiaries and companies of which WTCH directly or indirectly has a controlling interest, or has shares to the total value of not less than thirty per centum (30%) of the total issued capital of the companies.
- 1.3 This Code applies to all parties (not being a person who is employed by WTC Group) or entities that have dealings with WTC Group and/or provide work, products, materials or services or act for or on behalf of WTC Group (“**Business Dealings**”), including but not limited to business partners, joint venture partners, intermediaries, contractors, consultants, advisers, agents, vendors, suppliers, service providers, distributors, dealers and their respective employees, Affiliates (as defined below), sub-contractors (collectively, referred to as “**Third Parties**”).
- 1.4 This Code shall serve as a guide to assist the Third Parties to conform to the ethical business standards observed by WTC Group. However, please take note that this Code is not intended to provide detailed and rigid practices or policies to cover every situation that the Third Parties may encounter.
- 1.5 It is the responsibility of the Third Parties to (i) read and understand the contents of this Code and (ii) act in accordance with the policies and practices in this Code and as may be issued and/or amended from time to time by WTC Group.
- 1.6 If the Third Parties have any concerns, queries, knowledge or information about any unethical business practices or suspected violations of this Code, the Third Parties shall immediately inform the WTC Group through the following channels:

Mode	Description
WTC Group’s SCP E-mail	wtch.scp@warisantc.com
WTC Group’s SCP Hotline (Toll Free)	1800-888-245
WTC Group’s SCP Form (Print Version)/	Special Complaint Policy Form
WTC Group’s SCP Online Form	Special Complaint Policy e-Form
Send Report to:	Group Integrity Officer (GIO)
If GIO is implicated, send report to:	The Chairman of Audit Committee, c/o WTC Group’s Secretarial Department
Address:	No. 62-68, Jalan Sultan Azlan Shah, 51200 Kuala Lumpur

2. **ASSETS AND PROPERTIES**

- 2.1 Where WTC Group provides its assets and properties (“**Assets**”) to the Third Parties such as products and services, vehicles, access/ security cards, equipment and facilities for the purpose of the Business Dealings, the Third Parties shall:

- (i) be responsible to protect the Assets entrusted to them by WTC Group from any loss, damage, misuse, illegal use and theft.
 - (ii) only use the Assets for official business purposes relating to WTC Group and the Business Dealings and to further the business interest of WTC Group.
- 2.2 All Assets shall only be used for business purposes and provided for in the contract entered into between WTC Group and the Third Parties. The Assets shall not be used for any other purposes or for personal reasons and shall not be removed from WTC Group's premises, unless prior written consent of WTC Group has been obtained. Such removal shall also be subjected to conditions which may be imposed by WTC Group from time to time including but not limited to the Third Parties taking up insurance on the Assets and adhering to guidelines on transportation, usage and/or storage of the Assets.
- 2.3 Any Assets that have been removed from WTC Group's premises with the prior written consent of WTC Group shall be returned promptly to WTC Group when it is no longer required to be used for the Business Dealings or upon termination or expiration of the contract (as the case may be).
- 2.4 Where it is necessary for the Third Parties to use any other software on the Assets in order to use the Assets and subject to the prior written approval of WTC Group, it shall only use such software that is developed or owned by or is licensed to the Third Parties be used on the Assets.
- 2.5 The Third Parties shall not:
- (i) duplicate copyrighted material of the Assets without the prior written consent of WTC Group;
 - (ii) copy software belonging to WTC Group from one device to another without the prior written consent of WTC Group; and
 - (iii) install unauthorised software or download non-work materials into the Assets provided by WTC Group.

3. INFORMATION OF WTC GROUP

- 3.1 "**Information**" shall mean any and all information which is provided to the Third Parties by or on behalf of WTC Group or is obtained by the Third Parties pursuant to the Business Dealings and shall include without limitation:
- (i) any corporate, business, financial, marketing, operational, employees, customers, vendors and suppliers information belonging to WTC Group;
 - (ii) intellectual properties belonging to or controlled by WTC Group such as copyrights, trademarks, service marks, industrial designs, patents, trade secrets;
 - (iii) technical information, software, data, know-how and information relating to business, contracts and operations of WTC Group;
 - (iii) any confidential information of WTC Group including any information that is classified as confidential at the time of disclosure or that is manifestly of a confidential nature; and
 - (iv) any personal data i.e. any information provided by WTC Group to the Third Parties that relates directly or indirectly to an individual who is identified or identifiable from that

information or from that and other information provided by WTC Group or in the possession of WTC Group.

- 3.2 All Information provided by WTC Group to the Third Parties is confidential, regardless of its form and method of communication and whether or not such Information is marked as “confidential”.
- 3.3 The Third Parties shall safeguard all Information, keep it secure and provide only limited and controlled access to the relevant parties on a need-to-know basis in order to execute their job functions for the Business Dealings with WTC Group.
- 3.4 The Third Parties shall only use the Information strictly for the Business Dealings with WTC Group and in the best interest of WTC Group. The Third Parties shall not disclose the Information to any party without the prior written consent of WTC Group or use the Information for any own or personal gain.
- 3.5 The confidentiality obligation to protect the Information shall continue notwithstanding the expiration or termination of the contract or cessation of the business relationship between WTC Group and the Third Parties.

4. INFORMATION OF THIRD PARTIES

- 4.1 The Third Parties must not misrepresent or falsify any information submitted to WTC Group including personal information and data such as technical, operational, quality, safety and personnel records as well as any form of financial records. It must be true, accurate and complete. In particular, financial records and accounts must accurately reflect all transactions and payments made and conform to proper internal controls and mandatory accounting principles.
- 4.2 The Third Parties must process and keep proper records of all documentation and records relating to the Third Parties’s relationship with WTC Group in accordance with the applicable laws and regulations as well as requirements imposed by WTC Group from time to time.

5. CUSTOMERS OF WTC GROUP

- 5.1 WTC Group builds long-term relationships with its customers by demonstrating honesty and integrity. Thus, all marketing or advertising materials and content therein relating to WTC Group must be accurate, true and not misleading.
- 5.2 In any interaction and dealings with the customers of WTC Group on behalf of WTC Group, the Third Parties must, at all times, (i) ensure the quality of their products or services, (ii) maintain the professionalism and the highest ethical and business standard, and (iii) comply with all quality and safety requirements imposed by the law and regulatory bodies.

6. MEDIA

- 6.1 To ensure professional and consistent responses, if the Third Parties receive any queries from the media or any parties relating to WTC Group, the Third Parties shall forward to WTC Group and obtain the prior written approval of WTC Group before responding and/or divulging any Information of WTC Group (including financial analysts and shareholders of WTC Group) to the media.

7. SAFEGUARDING WTC GROUP’S REPUTATION

- 7.1 WTC Group will not engage in any business activities or work with any parties who will or are likely to harm its image and reputation.
- 7.2 WTC Group will avoid doing business with any Third Parties who violate any applicable laws and regulations. The Third Parties shall not perform any act which is prohibited by the applicable laws, regulations and/or this Code.

8. CONFLICT OF INTEREST

- 8.1 All business decisions and actions of the Third Parties in the Business Dealings with WTC Group must be made with the best interests of WTC Group in mind and must not be motivated by personal considerations or relationships.
- 8.2 The Third Parties must declare in writing to WTC Group any conflict of interest or potential conflict of interest. Any relationships existed between the Third Parties and WTC Group's employees, prospective or existing suppliers, distributors, dealers, contractors, competitors or regulators must be declared in writing to WTC Group.

9. ANTI-BRIBERY & ANTI-CORRUPTION

- 9.1 WTC Group is committed to conducting its business professionally, ethically and with the highest standard of integrity. WTC Group practices and takes a zero-tolerance approach against all forms of bribery and corruption and any violation of any applicable anti-bribery and anti-corruption laws and regulations ("**Applicable Anti-Corruption Laws**"). Therefore, it is fundamentally important for the Third Parties to comply with, uphold and conduct its business in accordance with the Applicable Anti-Corruption Laws.
- 9.2 WTC Group has put in place the Anti-Bribery and Anti-Corruption Policy (which can be found at <https://www.warisantc.com.my/>) and system of WTC Group ("**ABAC Requirements**") to consolidate and manage elements, policies, objectives and processes in relation to bribery and corruption risks in WTC Group. All Third Parties shall comply with the ABAC Requirements and the Applicable Anti-Corruption Laws when dealing with WTC Group. The Third Parties shall attend anti-corruption trainings provided by WTC Group which include refresher trainings and comply with such other anti-corruption requirements which may be advised by WTC Group from time to time.
- 9.3 It is the duty and responsibility of the Third Parties to undertake periodic reviews and assessments to understand bribery and corruption risks and to ensure that they have adequate procedures in place to address such risks and that the procedures are kept up to date and remain efficient and effective.
- 9.4 In dealing with WTC Group, or for or on behalf of WTC Group, the Third Parties shall:
- (i) comply and ensure that its Affiliates, employees, officers, directors or other authorised third parties acting on behalf of the Third Parties or under its supervision, care or management are aware of and will comply with all provisions set out in this Code and the Applicable Anti-Corruption Laws;
 - (ii) behave and act transparently, professionally and ethically in accordance with this Code;
 - (iii) conduct all necessary due diligence prior to engaging with any other third parties approved by WTC Group in writing to perform such services for or conduct business with WTC Group; and

- (iv) maintain accurate books and records relating to the Business Dealing with WTC Group.

For the purpose of this Code, “**Affiliates**” shall mean that with respect to an entity, any entity that: (i) is controlled directly or indirectly by; (ii) controls directly or indirectly; or (iii) is under common control with such entity; and “control” for the purpose of this definition shall mean having a fifty percent (50%) or greater interest in the issued share capital of the other entity.

- 9.5 WTC Group will not authorise or tolerate any business practice that does not comply with this Code or the Applicable Anti-Corruption Laws. Therefore, the Third Parties are required to review their respective business practices on a regular basis, and if inconsistency with this Code, the ABAC Requirements and/or the Applicable Anti-Corruption Laws is found, the Third Parties shall bring it to the attention of WTC Group promptly.
- 9.6 The Third Parties must immediately report any real or suspected bribery or corruption to WTC Group through the channels as stated in Section 1.6 of this Code so that WTC Group is able to investigate and take appropriate actions against the perpetrators.
- 9.7 The Third Parties must cooperate with and provide all assistance required by WTC Group in the event of any investigations or proceedings for potential violations or non-compliance of the ABAC Requirements and the Applicable Anti-Corruption Laws, whether initiated, commenced or brought about by WTC Group or the relevant authorities. The Third Parties must not disclose or discuss the fact that an investigation is being conducted or has been conducted and must not disclose the results of any investigation to anyone except if required by law.

10. GIFTS

- 10.1 As a general rule, no gift can be given or accepted unless it is approved in writing by WTC Group in accordance with its ABAC Requirements.

11. HOSPITALITY & ENTERTAINMENT

- 11.1 WTC Group recognises that it is a common practice to provide modest hospitality and entertainment to build and foster business relationships. However, all hospitality and entertainment offered and accepted by the Third Parties must be unsolicited and must not be perceived as a form of bribery.
- 11.2 All Third Parties are strictly prohibited from offering or receiving hospitality and entertainment that is excessive, inappropriate, illegal or given in response to or in anticipation of a favourable business decision. All hospitality and entertainment offered to WTC Group will be approved in writing or rejected by WTC Group in accordance with its ABAC Requirements.

12. DONATIONS & SPONSORSHIP

- 12.1 Any Third Parties are not permitted to make any donation (including political donation) and sponsorship to any parties on behalf of WTC Group, unless such donation or sponsorship is approved in writing by WTC Group in accordance with its ABAC Requirements.

13. FACILITATION PAYMENT & EXTORTION PAYMENT

- 13.1 All Third Parties are strictly prohibited from accepting or giving, whether directly or indirectly, any facilitation payments and extortion payment in performing its obligations under the Business Dealings.

- 13.2 “Facilitation payment” is an illegal or unofficial payment made in return for services which the payer is legally entitled to receive without making such payment. “Extortion payment” is the demanding of a gratification, whether or not coupled with a threat if the demand is refused.

14. DEALING WITH PUBLIC OFFICIALS

14.1 For the purpose of this Code, “**Public Officials**” shall include:

- (i) any elected or appointed public officials (for e.g., a legislator or a member of a Government ministry);
- (ii) any employee or individual acting for or on behalf of a Public Official, agency or enterprise performing a governmental function, or owned or controlled by, a Government;
- (iii) any political party officer, candidate for public office, officer or employee or individual acting for or on behalf of a political party or candidate for public office;
- (iv) any employee or individual acting for or on behalf of a public international organisation;
- (v) any member of a royal family or member of the military; and
- (vi) any individual otherwise categorised as a Public Official under law.

“**Government**” includes all levels and subdivisions of governments (i.e. local, regional, or national and administrative, legislative or executive).

14.2 In dealings with Public Officials:

- (i) all Third Parties’s dealing with Public Officials and the relevant contracts must be declared to WTC Group;
- (ii) the Third Parties dealing with the Public Officials on behalf of WTC Group are responsible for knowing and complying with all applicable laws and regulations including the Applicable Anti-Corruption Laws;
- (iii) the Third Parties are expected to cooperate with requests for information from Government’s agencies and regulators, and to consult with WTC Group before responding to any requests;
- (iv) all information provided to the Public Officials must be correct, accurate and not misleading; and
- (v) the Third Parties must not alter or destroy any documents and records in response to an investigation or other lawful request from the Public Officials.

15. FRAUD

15.1 The Third Parties are responsible to recognise and shall immediately report any suspected fraud, falsification of records or other irregularities in the Business Dealing with WTC Group through the channels as stated in Section 1.6 of this Code, so that WTC Group is able to investigate and take

appropriate action against the perpetrators. The Third Parties should establish standards and procedures to prevent and detect irregularities.

15.2 Fraud refers to any irregularity or suspected irregularity related to the business or employees of WTC Group, or contractors, vendors or such other persons providing services or goods to WTC Group. Examples of fraud or “irregularity” include but not limited to the following:

- (i) forgery or alteration of any document;
- (ii) misappropriation, destruction or disappearance of funds, inventory, supplies or other assets, whether tangible or intangible;
- (iii) impropriety in the handling or reporting of financial transactions;
- (iv) false, fictitious or misleading entries or reports;
- (v) false or misleading statements to those conducting investigation of irregularities;
- (vi) theft of assets such as equipment, consumables or supplies, cash, information, intellectual property and workers’ compensation reimbursement;
- (vii) unauthorised or illegal use of assets, information or services for private purposes, including computers, motor vehicles, clerical and other support, confidential information, equipment including photocopiers, telephones and fax machines, and WTC Group name or logo for e.g., through use of letterhead or access card;
- (viii) falsification of records including timesheet and travel claims,; or
- (ix) manipulation of computer programmes for improper purposes such as unauthorised approval to pay, diversion of proceeds and writing off debts.

15.3 The Third Parties must cooperate with any investigation and provide accurate and truthful information.

16. ENVIRONMENT, HEALTH, SAFETY & LABOUR

16.1 All Third Parties, in providing the related scope of works, services or goods to WTC Group, shall:

- (i) ensure a safe and healthy environment for everyone including the public and personnel of WTC Group, and must comply with all applicable laws and regulations as well as all relevant policies, procedures, systems, processes and requirements of WTC Group relating to environment, health & safety (“EHS”);
- (ii) if invited, attend EHS awareness briefing (if any) organised by WTC Group;
- (iii) put in place policies, measures and procedures relating to EHS; and
- (iv) provide training to its personnel who are responsible to perform the Business Dealings with WTC Group.

16.2 Compliance with Environmental Matters

- (i) During the duration of the Business Dealings, the Third Parties shall, and ensure its personnel, representatives, Affiliates, vendors, contractors, sub-contractors and agents (if any) ("**Associated Persons**") shall, comply with all applicable Environmental Laws, and if required by the relevant Environmental Laws, all Third Parties must obtain all necessary Environmental Approvals and maintain them in effect throughout the duration of the Business Dealings and submit a copy of the Environmental Approval to WTC Group.
- (ii) For the purpose of the Business Dealings:
 - (a) "**Environmental Approvals**" shall include but not limit to any permits, consents, licences, approvals and/or any other authorisations required under the Environmental Laws to be obtained in connection with the performance of the Third Parties' obligations under the Business Dealings.
 - (b) "**Environmental Laws**" shall mean applicable laws (whether civil, criminal or administrative), common laws, statutes, subordinate legislations, treaties, regulations, directives, decisions, by-laws, circulars, codes, orders, notices, demands, decrees, injunctions, resolutions, judgments or resolutions of a government, quasi-government, federal, state or local government, statutory, administrative or regulatory body, court, or agency with regard to the pollution or protection of the environment, harm to or the protection of the health of humans, animals or plants including, without limitation, laws relating to:
 - (1) public and workers' health and safety;
 - (2) noise, vibration or radiation;
 - (3) the release or discharge of industrial, radioactive, dangerous, toxic or hazardous substances, waste (whether in solid, semi-solid or liquid form or in the form of a gas or vapour) and genetically modified organisms into the environment; and
 - (4) the generation, manufacture, processing, use, treatment, storage, distribution, disposal, transport or handling of any of the substances, waste and organisms referred to in sub-(3) above.
- (iii) All Third Parties shall represent and warrant that there are no pending or threatened claims, actions, proceedings, fines, penalties, demands and liabilities relating to any environmental matters or under any Environmental Laws involving the Third Parties .

16.3 Compliance with Human Rights & Labour Matters

- (i) During the duration of the Business Dealings, the Third Parties shall, and ensure its Associated Persons shall, comply, implement procedures to monitor compliance and prevent contravention with, all applicable laws, rules and regulations relating to human rights and labour matters.
- (ii) The Third Parties represent and warrant that:
 - (a) there are no pending or threatened claims, actions, proceedings, fines, penalties, demands and liabilities relating to any human rights or labour disputes involving the Third Parties ; and

- (b) it is not involved in any human rights infringements and unethical conduct or is engaged in or is conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any human rights law including but not limited to child labour, forced labour, slavery and human trafficking.

17. BREACH OF THIS CODE

- 17.1 Breach of any provisions under this Code by the Third Parties may result in the termination of the contract and/or Business Dealing between the Third Parties and WTC Group with no further liability to the Third Parties and WTC Group may enforce its rights and seek remedies available to it under the contract, at law and/or in equity including but not limited to withholding amounts from payments due to the Third Parties under the Business Dealings until the Third Parties rectified the breach to the satisfaction of WTC Group and set-off against any fines/ penalties imposed on WTC Group or damages, costs and expenses that WTC Group may suffer or incur as a result of the Third Parties' breach herein

(The rest of this page is intentionally left blank)