

## APPENDIX 2

### CODE OF CONDUCT

#### Introduction

This Code of Conduct is a set of obligations on business, ethical practices and professional conduct expected of all vendors and/or business parties of SPKB and it is also binding on all employees, directors in SPK Berhad, its subsidiaries, intermediaries, consultants and others who act on behalf of SPKB.

This Code of Conduct shall govern all dealings between employees of SPKB and our vendors and business partners.

It applies to all contractors, consultants, business partners or any persons including their employees, suppliers, agents and sub-contractors ("Party"). All parties engaging with SPKB must comply with the Code of Conduct throughout its conduct of business with SPKB.

All vendors and business partners of SPKB are required to sign an acknowledgement of its obligation under the Code of Conduct/Declaration of Integrity as set out in Appendix 4.

Any enquiries or advice relating to this Code of Conduct can be channeled to the Integrity Officer of SPKB at [ethics@spkb.com](mailto:ethics@spkb.com).

#### Objectives

The Code of Conduct seeks to inculcate accountability, integrity, good ethics, protection of both physical and digital assets as well as compliance to workplace culture and practices.

#### 1.0 Compliance to the Code of Conduct

- 1.1 It is the responsibility of the Vendor to ensure that its representatives, employee's agents or any Party acting for or on their behalf understands and complies with this Code of Conduct. The Party is obligated to report to SPKB in the event that the Party believes that a breach by it or its representatives or by any employee of SPKB may have occurred or is likely to occur.
- 1.2 The Vendor **must report** of such situation to SPKB in accordance with paragraph 6.
- 1.3 SPKB may require at any time, for any involved Party to provide evidence and sworn testimony in the form of a statutory declaration or further information of its compliance to the Code of Conduct.
- 1.4 SPKB has the right to take action against any Party for breaching the Code of Conduct. SPKB may take any action that SPKB deems fit, including but not limited to the following:
  - (a) Suspension or termination of contract;
  - (b) Cancellation of offer;
  - (c) Requiring substitution of any representative who has breached the Code of Conduct or acting inconsistent with the Code of Conduct;

- (d) Deduction of any amount of money paid or promised to be paid;
- (e) Blacklisted from dealing with SPKB; and/or
- (f) To hold the Party concerned liable and claim for any resulting damages caused by the breach of the Code of Conduct.

1.5 The Party must cooperate with SPKB in any investigation SPKB may conduct in relation to any allegation of unethical or inappropriate behaviour between SPKB's employees or the Vendor's representative prior to any business interaction or procurement exercise.

## 2.0 Conduct Business with Integrity and Good Ethics

2.1 The Party must uphold the highest standard of integrity and ethical conduct when dealing with the SPKB as follows:

- (a) Compliance with laws and internal policies
  - must obtain all necessary permits and licenses to conduct the activities for which they have been contracted by SPKB.
  - must conduct their business activities in full compliance with the applicable laws and regulations in all business transactions with SPKB.
  - must comply with the relevant internal procedures and policies established by SPKB.
- (b) Conflict of interest
  - Improper Advantage
    - (i) must not gain or utilise any improper advantage or preferential treatment in their relationship or dealing with SPKB's employees.
    - (ii) must disclose and declare in writing to SPKB if it has any family connection with any of SPKB's employees in the form of a Declaration of Interest in Appendix 3.
  - Conflict of Interest
    - must avoid any act or omission which may give rise to a conflict of interest in the discharge of the Vendor's work in relation to the agreement with SPKB. Should there be any situation of an actual or potential conflict of interest and/or improper advantage, the Party **must report** of such situation to SPKB in accordance with paragraph 6.
- (c) Anti-bribery/corruption
  - The Party is prohibited from
    - i) directly or indirectly soliciting or accepting any form of bribery;
    - ii) being directly or indirectly involved in activities such as requesting for or receiving kick-backs and extortion;
    - iii) offering any form of gratification to SPKB's employees and/or their family members (in whatever form or kind) as an inducement or reward to obtain any advantage at any time before, during or after the procurement process. This includes entertainment, gifts, functions or special invitations.

- (d) Misrepresentation
  - The Party is prohibited from making any misrepresentation including its capabilities of rendering services or goods for the purpose of securing procurement with SPKB.

### **3.0 Accountability**

- 3.1 The Party must be accountable and honour its commitment in accordance with the terms and conditions of the contract which has been agreed between SPKB in its dealings with SPKB.

### **4.0 Protection of Assets including Information and Intellectual Properties**

#### **4.1 Confidentiality Obligation**

- (a) The Party must keep confidential all information made available by SPKB for purposes of the engaged procurement (“confidential information”).
- (b) The Party must not disclose SPKB’s confidential information for any purpose except to exercise its rights and perform its obligations for the procurement.
- (c) The Party must have appropriate policies, controls and procedures in place to protect SPKB’s confidential information and prevent information leakage.
- (d) The Party must first obtain SPKB’s consent in writing before disclosing or sharing any of the SPKB’s confidential information to a third Party.
- (e) The Party must use reasonable endeavour to ensure that its representatives comply with the obligation of the confidentiality and shall make known the Code of Conduct applicable for all their employees representatives and agents dealing with SPKB.
- (f) The Party’s obligation of confidentiality shall survive even after the termination or expiration of the engagement period.

#### **4.2 Data Protection**

- (a) The Vendor must comply with the relevant laws and SPKB’s policies in relation to protection of personal privacy, including personal data.

#### **4.3 Protection of Intellectual Property**

- (a) All intellectual property (IP) rights must be respected by the Vendor. Any transfer of technology and know-how must be done in a manner that protects the intellectual property rights.
- (b) The Vendor must only use legitimately acquired and licensed software and technology, in accordance with their respective terms of use or license.

- (c) The Vendor must comply with IP rights of SPKB and other relevant third parties. SPKB views infringement of its IP seriously and necessary legal action will be taken to protect its IP rights.

#### 4.4 Restriction on making public statement and giving of reference

- (a) The Vendor is prohibited from making or circulating any public statement on anything related to the business or affairs of SPKB including making reference to SPKB's name for marketing purposes.

### 5.0 Workplace practices and culture

#### 5.1 The Vendor must comply with all applicable laws, regulations and SPKB's policies relating to work practices and environment including:

- (a) Professional workplace environment and employment practices
  - The Vendor must behave and dress in a professional manner that reflects SPKB's professional image at all times when dealing with SPKB at SPKB's premises.
  - SPKB does not tolerate harsh, inhumane treatment of any of SPKB or the Vendor's employees, child labour, any form of discrimination and any substance abuse at the SPKB's premises or during the performance of the Vendor's contractual obligation.
  - All SPKB's infrastructures and facilities must be used responsibly by the Vendor at all times.
- (b) Security and Access
  - The Vendor must ensure compliance with SPKB's security policies and procedures while operating in SPKB's premises.
  - The Vendor must provide sufficient information to SPKB for the purpose of security vetting of its representative and in complying with all reasonable requests for further documents or information.
  - The Vendor and its representatives are only permitted to access areas for which they have been authorised to access and which are necessary for the performance of their work or services.
- (c) Environmental practices
  - The Vendor should comply with all existing legislation and regulations regarding environmental protection. SPKB encourages and supports the Vendor that implements effective and innovative environmental policies such as:
    - i) Minimisation of waste;
    - ii) Proper disposal of hazardous materials;
    - iii) Use of non-toxic chemicals;
    - iv) Recycling practices both at Vendor's premises as well as at client location;
    - v) Responsible use of natural resource;
    - vi) Sustainable practices

## **6.0 Whistleblowing or reporting of potential breach**

- 6.1 Any Party or Vendor with knowledge of a potential or questionable breach of this Code of Conduct should raise those concerns in confidence to the Integrity Officer of SPKB or via email to [ethics@spkb.net](mailto:ethics@spkb.net). Such concerns will be handled with upmost confidentiality at all times.