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# VENDOR CODE OF CONDUCT

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### Amendment Log




| No. | Section No. | Page No. | Revision Status                              | Brief details of Amendments      | Date of Approval |
|-----|-------------|----------|--|----------------------------------|------------------|
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|                    | Name                      | Designation,<br>Department                  | Signature  | Date           |
|--------------------|---------------------------|---|--|----------------|
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| <b>Reviewed by</b> | Hizamuddin<br>Jamalluddin | Chief<br>Executive<br>Officer               |    | 10 August 2021 |
| <b>Approved by</b> | Hizamuddin<br>Jamalluddin | Chief<br>Executive<br>Officer               |  | 10 August 2021 |



## FOREWORD

*“Urusharta Jamaah Sdn. Bhd. (“UJ”) is committed to upholding UJ’s Core Values of INTEGRITY, PROFESSIONALISM and FAIRNESS and has a zero-tolerance policy against all forms of bribery and / or corrupt acts. The underlying principles in this Vendor Code of Conduct (“VCC”) outlines UJ’s expectations of Vendor conduct, its approach to procurement activities and how it interacts and deals with its Supplier and Business Partner relationships consistent with its Core Values. The principles given force in this VCC are periodically reviewed and revised where necessary to capture changes in law, reputational demands and changes in the business as appropriate.”*



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## **GLOSSARY**

- UJ** or **“Company”** : Urusharta Jamaah Sdn. Bhd.;
- Vendor** : including Suppliers and Business Partners or any other entity or other stakeholder providing services to UJ or having a business relationship with UJ;
- Supplier** : means persons or entities that provide products and/or render services of any nature to the Company;
- Business Partners** : means a person or entity, which UJ has engaged with or entered into a procurement process of acquiring supplies of goods and services in order to fulfill, among others, the Company’s strategic and operational needs. A Business Partner may include but is not limited to Suppliers, service providers, contractors, sub-contractors, vendors, consultants, representatives, and others acting for or on behalf of UJ;
- Ethics** : refers to standards of conduct, which indicate how to behave, based on moral duties and virtues arising from principles on right and wrong. Ethics involve two aspects namely the ability to distinguish right from wrong and the commitment to do what is right;
- Gratification** : shall have the meaning as assigned to it under the Malaysian Anti-Corruption Commission Act 2009 (Act 694);
- BOD** or **“Directors”** : means the Board of Directors of Urusharta Jamaah Sdn Bhd and Directors shall include any member of a Board Committee or Panel of the Company;
- CEO** : Chief Executive officer of Urusharta Jamaah Sdn Bhd;
- Employee** : shall encompass all Company personnel including the Chief Executive Officer, executives and non-executives employees under the employment of the Company;
- Disclosure of Improper conduct** : means a report or submission submitted pursuant to UJ’s Whistleblowing Policy;
- Improper Conduct** : has the same meaning provided in UJ Whistleblowing Policy and is defined as follows:
- (a) criminal offence such as corruption, fraud, bribery, theft and/or blackmail;
  - (b) a breach of regulatory or legal obligation;
  - (c) unauthorized, misuse or misappropriation of Company funds or assets;
  - (d) conflicts of interest or abuse of authority;
  - (e) misuse of confidential information;
  - (f) insider trading;



- (g) an act which may create a danger to the safety, lives and health of company assets and Employees or the public or the environment;
- (h) an act or omission which constitutes a breach of UU's Code of Business Ethics;
- (i) any concealment or attempt to conceal malpractices; and
- (j) any other matters that warrant investigation; and

**Senior Management** : includes the Chief Executive Officer or any other appointed C-suite executive of the Company and shall also include all Heads of Department of the Company.



## **1.0 INTRODUCTION**

### **1.1 Objective**

- 1.1.1 UJ expects its Business Partners and Suppliers (hereinafter referred to collectively as “Vendor” or “Vendors”) to embrace the spirit of our commitment to the Principles as set out in this Vendor Code of Conduct (“VCC” or “Code”).
- 1.2.1 The VCC establishes a set of obligations pertaining to acceptable business and professional conduct and ethical practices expected of all Vendors engaging or working with UJ. All Vendors are to adhere to the VCC when conducting business and engaged with UJ.
- 1.3.1 All Vendors are required to sign the “Declaration of Interest” (**Appendix I**) which is the Vendor’s declaration to UJ on any potential or actual conflict of interest at the beginning of the procurement exercise. Appointed Vendors subsequently are also required to sign the “Declaration of Integrity” (**Appendix II**) which is the Vendor’s declaration of its compliance to the VCC, and all relevant laws and regulations.

### **1.2 Scope**

- 1.2.1 The VCC shall apply to all Vendors including contractors, consultants or any other person of the Vendor including their employees, agents, suppliers and sub-contractors (“Representatives”).
- 1.2.2 UJ expects the Vendor to comply with the VCC when engaging with UJ and throughout its conduct of business and engagement with UJ.
- 1.2.3 UJ may take the necessary action for breaches of the Code which includes but is not limited to termination and preclusion from proposing for any work for UJ for a pre-determined period. In addition, all legal rights of UJ are reserved notwithstanding any action undertaken by UJ in respect of this clause.

### **1.3 Compliance to the Vendor’s Code of Conduct**

- 1.3.1 It is the responsibility of the Vendor to ensure that its Representatives understand and comply with this VCC and to consult their key UJ contact if they have any questions.
- 1.3.2 Vendors are responsible for self-monitoring their compliance with this VCC, although UJ may also review such compliance. In the event any situation arises that causes the Vendor to operate in violation of this VCC, the Vendor is required to provide a disclosure of such non-compliance (in the format provided in **Appendix III** of this document) to its key UJ contact or alternatively to UJ’s Risk and Compliance department, immediately for UJ’s necessary action.
- 1.3.3 In the event the Vendor believes that an Improper Conduct in breach of this VCC may have occurred or is likely to occur or has occurred, the Vendor must inform their key UJ contact immediately or alternatively can make a Disclosure of Improper Conduct pursuant to UJ’s Whistleblowing Policy.





1.3.4 All Vendors are required to provide its full co-operation for any investigation that UJ may conduct in relation to any allegation of inappropriate or unethical behaviour involving UJ employees or the Vendor's Representatives, pursuant to any business interaction or procurement exercise.

1.3.5 UJ reserves the right to take any action it deems fit against a Vendor for a breach of the VCC, which may include depending on the gravity of the breach:

- (a) suspension or termination of contract;
- (b) deduction of any amount of money paid or promised to be paid;
- (c) requiring the Vendor to substitute any Representative who breaches the VCC or has acted in a manner inconsistent with the VCC; or
- (d) disqualify the Vendor from participating in any tender or procurement exercise.

## 2.0 PRINCIPLES OF THE CODE

The Vendor must uphold the highest standard of integrity and ethical conduct in all business interactions and dealings with UJ and these shall include the following principles:

| No. | Principle   | Vendor Conduct   |
|-----|---|--|
| 1   | To act with integrity   | <ul style="list-style-type: none"><li>• Vendors conduct all procurement and business relationships with integrity, respect and trust and will not disclose confidential or competitive information or data to any unauthorised party.</li></ul>  |
| 2   | To act in compliance with all applicable laws and regulation and all applicable Company policies and procedures | <ul style="list-style-type: none"><li>• Vendors conduct their business activities in full compliance with all applicable laws and regulations including obtaining all necessary licenses and permits to conduct the activities contracted by UJ.</li><li>• Vendors must also comply with all applicable Company policies and procedures established by UJ.</li></ul>   |
| 3   | To avoid conflict of interest including the appearance or perception of conflict of interest                    | <ul style="list-style-type: none"><li>• Vendors with a real or potential conflict of interest are expected to declare this to UJ as per <b>Appendix I</b>, at the beginning of the procurement exercise.</li><li>• In the event such knowledge arises after appointment, the Vendor is expected to submit a disclosure immediately (in the form provided in <b>Appendix IV</b> of this document), and to take action to proactively address that conflict as soon as it is known.</li><li>• Vendor 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 entered into with UJ.</li></ul> |



|   |  |   |
|---|--|---|
| 4 | To prohibit any form of gifts / business courtesy to procure favours and/or unfair advantage | <ul style="list-style-type: none"><li>• Vendors are prohibited from directly or indirectly soliciting or accepting any form of bribery; being directly or indirectly involved in activities such as extortion or facilitating, requesting for or receiving kick-backs; or offering any gratification of any kind whatsoever to UJ employees and/or their family members as an inducement or reward in order to obtain any advantage before, during or after the procurement process.</li><li>• Vendors should report to UJ if any UJ employees or business associates request for any such incentives through UJ's Whistleblowing Policy.</li></ul> |
| 5 | To maintain accountability   | Vendors will maintain full accountability for services rendered/ goods provided and honour their commitment on a timely basis and in accordance with their obligations under the specific agreements and undertaking with UJ.   |
| 6 | To provide honest representation   | Vendors will provide honest and open representation of the organisation, its qualification, experience and capabilities.<br><br>Vendors will also disclose accurate references of previous work or engagements which they have undertaken.  |

### **3.0 PROTECTION OF ASSETS INCLUDING INFORMATION AND INTELLECTUAL PROPERTY**

#### **3.1 Confidentiality Obligation**

- 3.1.1 Vendor must keep confidential all information made available by UJ for purposes of the procurement exercise and/or business transaction (confidential information).
- 3.1.2 Vendor must not disclose or share any of UJ's confidential information to any person without obtaining UJ's prior written consent.
- 3.1.3 Vendor must have appropriate controls, policies and procedures in place to protect UJ's confidential information and prevent any information leakage.
- 3.1.4 Vendor must use its reasonable endeavour to ensure that its Representatives comply with the obligation of confidentiality.
- 3.1.5 Vendor's obligation of confidentiality shall survive even after the termination or expiration of the engagement period.

#### **3.2 Data Protection**

Vendor must ensure strict compliance with all relevant and applicable laws in relation to the protection of personal privacy including personal data, as provided in the Personal Data Protection Act, 2010. In relation thereto, Vendor



must also ensure compliance with any and all other applicable internal policies and procedures of the Company.

### 3.3 Protection of Intellectual Property

- 3.3.1 Vendor must respect all of UJ's intellectual property (IP) rights. Any transfer of technology and know-how must be done in a manner that protects UJ's intellectual property right.
- 3.3.2 Vendor must only use software and technology which have been legitimately acquired and licensed, in accordance with their respective terms of use or licence.

### 4.0 RESTRICTION

Vendor is prohibited from using the name or logo of UJ, without the prior written consent of UJ.

### 5.0 RAISING CONCERNS

- 5.1 If a supplier wishes to report a questionable behaviour or possible violation of the VCC ("Concerned Vendor"), a Concerned Vendor is encouraged to work with his or her primary UJ contact (typically a Head of Department) in resolving a business practice or compliance concern or to escalate the said matter to UJ's Governance, Risk and Compliance department (email address: [RCD@ujsb.com.my](mailto:RCD@ujsb.com.my)). However, UJ recognises that there may be times when this is not possible or appropriate. In such instances, a Concerned Vendor should submit a Disclosure of Improper Conduct pursuant to the Company's Whistleblowing Policy.

#### 5.2 A Disclosure of Improper Conduct:

- (a) must comply with the format provided in **Appendix I** of the Whistleblowing Policy; and
- (b) the completed form containing the full details of the alleged improper conduct can be e-mailed to:

❖ For Disclosures implicating the CEO, a Board appointed panel member, a Board Committee member or a member of the Board ("Level 1 Disclosure"):

- Designated recipient: Chairman of the Board
- Email: [whistleblowing.CBOD@ujsb.com.my](mailto:whistleblowing.CBOD@ujsb.com.my); and



- ❖ *For all other Disclosures (“Level 2 Disclosure”):*
  - Designated recipient: Chairman of the Board Audit and Risk Committee
  - Email: [whistleblowing.CBARC@ujsb.com.my](mailto:whistleblowing.CBARC@ujsb.com.my).



**APPENDIX I – DECLARATION OF INTEREST BY VENDOR TO UJ**

1. This declaration of interest is made to Urusharta Jamaah Sdn Bhd (“UJ”) pursuant to [Type of Contracts / Services Being Procured].
2. I / We <individual name/company name>, <NRIC/Company Registration No.> declare and confirm the following:
  - (a) I / We, including our shareholders / directors / personnel holding key management functions in relation to the engagement with UJ<sup>1</sup> do not have any interest that could be in conflict with my / our engagement with UJ;
  - (b) For the duration of my / our engagement with UJ, 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 our engagement with UJ;
  - (c) I / We agree to be bound by UJ’s Vendor Code of Conduct and all other applicable Company policies and procedures and guidelines, and warrant that no conflict of interest exists or is likely to arise in the performance of my / our obligations under the engagement with UJ;
  - (d) I / We declare and affirm that the contents of this declaration are true, accurate 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 relevant matter to UJ. Upon such disclosure, I / we agree that UJ may take any action as it deems fit with regard to the [Name of Vendor]’s existing or potential dealings, arrangements or agreements with UJ.
4. I / We acknowledge that the obligations in this declaration shall commence from the procurement exercise and shall continue for the duration of the Vendor’s engagement with UJ, save for the obligation to protect UJ Confidential Information which shall survive the completion or earlier termination of the engagement.

Acknowledgment of acceptance to the Declaration of Interest by:

**SIGNATURE** :

**NAME OF COMPANY REPRESENTATIVE** :

**DESIGNATION** :

**DATE** :

<sup>1</sup> Close family members refers to spouse, children and their spouses, parents and siblings.



## APPENDIX II – DECLARATION OF INTEGRITY

1. This declaration of integrity is made to Urusharta Jamaah Sdn. Bhd. (“UJ”) pursuant to the [Title of Agreement] (“Agreement”) signed between [Name of Vendor][Company No.] (Company) and UJ on [Date of Agreement].
2. [Name of Vendor] declare that it has read and fully understood the contents of the UJ’s Vendor Code of Conduct (“VCC”), UJ’s Anti-Bribery and Anti-Corruption Policy and UJ’s Whistleblowing Policy and acknowledge that:
  - (a) The VCC forms part of the Agreement and is binding on the Company and its Representatives; and
  - (b) The VCC may be amended by UJ from time to time as may be notified to the Company by UJ.
3. [Name of Vendor] declare that it has read and fully understood the contents of UJ’s Whistleblowing Policy and acknowledge that any disclosure of Improper Conduct shall be made in compliance with the requirements contained therein.
4. [Name of Vendor] and its Representatives shall:
  - (a) Comply with all relevant laws, rules and regulations as well as all relevant UJ policies, procedures and guidelines in fulfilling its obligations under the Agreement;
  - (b) Exercise reasonable care and due diligence to avoid any situations of potential and / or actual conflicts of interest;
  - (c) Promptly inform UJ in writing of any actual or potential conflict of interest situation;
  - (d) Not gain improper advantage or preferential treatment in their relationship with UJ employees or with any Director of UJ;
  - (e) Inform UJ of the Vendor’s relationship with UJ employees or with any Director of UJ, upon having knowledge of existence of any relationship, which may influence the objectivity of the Vendor’s business conduct with UJ;
  - (f) Not make any misrepresentation of its capabilities in order to gain UJ’s procurement or in its performance of delivering any goods and services to UJ; and
  - (g) Operate in a professional manner and in compliance with all relevant UJ policies, procedures and guidelines in the course of its dealings with UJ and while on UJ premises.
5. The Vendor shall promptly inform UJ of any breach or alleged or suspected breach of the Agreement, including the VCC and shall cooperate with UJ in any investigation of such breach involving the Vendor’s Representative or involving UJ employees.
6. The Vendor acknowledges that UJ has the right to take any action as it deems fit if the Company or its Representative is found to be in breach of any requirements in the Agreement, VCC or any other terms and conditions imposed pursuant to the Agreement. Such action shall include:
  - (a) Suspension or termination of the Agreement;



- (b) Deduction of any amount of money paid or promised to be paid pursuant to the Agreement;
  - (c) Requiring the Vendor to substitute any Representative who breaches or acts in a manner inconsistent with the VCC; or
  - (d) Disqualify the Vendor from participating in any further tender or procurement exercise with UJ.
7. If there are any individuals, including any employee of UJ who solicit, receive or agree to receive any gratification of any kind whatsoever for themselves 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, [Name of Vendor] may submit a Disclosure of Improper Conduct through UJ's Whistleblowing Policy.
8. [Name of Vendor] acknowledges that the obligations in this declaration shall commence from the procurement exercise and for the duration of its engagement with UJ.

Acknowledgment of acceptance to the Declaration of Integrity by:

SIGNATURE :  
NAME OF COMPANY REPRESENTATIVE :  
DESIGNATION :



### APPENDIX III – DECLARATION OF NON-COMPLIANCE

|  |   |  |
|--|---|--|
| <b>Note:</b> This form is for the declaration of non-compliance by a Vendor in the event of an act or event or circumstance which is or has the potential to be in non-compliance with the requirements of this VCC. A copy of the completed declaration form shall be submitted to the key UJ contact person or otherwise directly to UJ's Governance, Risk & Compliance Department ("GRCD"). |   |  |
| <b>PART A – VENDOR'S PARTICULARS AND DETAILS OF AGREEMENT</b>  |   |  |
| <individual name/company name>   | : |  |
| <NRIC/Company Registration No.>  | : |  |
| Description & Date of Assignment / Agreement   | : |  |
| <b>PART B – DECLARATION OF NON-COMPLIANCE</b>  |   |  |
| I declare, to the best of my knowledge, the following situation / event / circumstance which is or may be in breach of the requirements in the VCC, arising from my [ Company / Representative ] UJ's signed agreement on [date of agreement].   |   |  |
| Nature of the non-compliance   | : |  |





## APPENDIX IV – DECLARATION OF CONFLICT OF INTEREST

|   |   |                   |
|---|---|-------------------|
| <p><b>Note:</b> This form is for the declaration of conflict of interest by Vendor should a situation of real or potential conflict of interest arise during the course of their engagement / agreement with UJ. A copy of the completed declaration form shall be sent to the key UJ contact or alternatively may be sent directly to the Head of the Governance, Risk &amp; Compliance Department (“GRCD”). A copy of the completed Part C must also be provided to the Head of the Governance, Risk &amp; Compliance Department; all declarations of conflict of interest must be recorded in the Conflict of Interest Register which is maintained by the GRCD.</p> |   |                   |
| <b>PART A – VENDOR’S PARTICULARS AND DETAILS OF AGREEMENT</b>   |   |                   |
| <individual name/company name>  | : |                   |
| <NRIC/Company Registration No.>   | : |                   |
| Description & Date of Assignment / Agreement  | : |                   |
| <b>PART B – DECLARATION OF INTEREST</b>   |   |                   |
| I declare, to the best of my knowledge, the following real/potential conflict of interest situation arising from the assignment / agreement.  |   |                   |
| Nature of the Conflict of interest  | : |                   |
| _____<br>( SIGNATURE )  |   | _____<br>( DATE ) |



| <b>PART C – DECISION BY THE DECIDING AUTHORITY*<sup>2</sup></b>  |  |
|--|--|
| I, _____ (name of Deciding Authority), have taken note of the declaration by _____ (name of Individual / Company) arising from the assignment, and: (please tick the relevant box) |  |
| <input type="checkbox"/>   | he/she should refrain from undertaking the assignment as described in Part A.  |
| <input type="checkbox"/>   | he/she may continue to undertake the assignment as described in Part A, provided there is no change to the information declared in Part B. |
| <input type="checkbox"/>   | other actions to be taken (please specify):  |
|  |  |
| _____ ( SIGNATURE )  | _____ ( DATE )   |

<sup>2</sup> The decision shall be made in consultation with the GRCD.