

**Malaysia Marine and Heavy Engineering Holdings Berhad**

# **CODE OF CONDUCT & BUSINESS ETHICS**

The MHB Code of Conduct and Business Ethics (CoBE) is a general reference for use in all the countries in which MHB conducts operations. It does not describe all applicable laws or MHB policies or give full details on any particular law or policy. It does not constitute legal advice. It does not constitute or create a contract of employment. MHB reserves the right to modify, revise, cancel or waive any policy, procedure or condition without notice and without revision of the CoBE. Moreover, the provisions of the CoBE may be modified by MHB to adapt them to local laws and conditions.

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## FORM C: LETTER OF DECLARATION

### PLEASE READ THE INSTRUCTIONS CAREFULLY:

1. Please fill up the relevant columns in this form by TYPING in BLOCK LETTERS.
2. Please tick (✓) any of the following that is applicable.

### 1. DECLARATION - SELF

1.1 I hereby declare that I am not in any way involved in any business activities apart from employment with MHB.

Yes  No If **No**, please elaborate:

Company Name	Nature of Business	Position	Date of Appointment	Other Information

1.2 I hereby declare that I am not a shareholder or holding any other interest(s) in MHB (including its affiliate companies).

Yes  No If **No**, please elaborate:

Company Name	Nature of Business	Position	Date of Appointment	Shareholding Details

1.3 I hereby declare that I am not in any way involved in any business activities apart from employment with MHB.

Yes  No If **No**, please elaborate:

Company Name	Nature of Business	Position	Date of Appointment	Other Information

## 2. DECLARATION - FAMILY / HOUSEHOLD MEMBERS\*

2.1 I hereby declare that my family / household member(s)\* is / are not in any way involved in any business that competes with, or provides products or services to MHB (including its affiliate companies).

Yes  No If **No**, please elaborate:

Relationship	Company Name	Nature of Business	Position	Date of Appointment	Other Information

2.2 I hereby declare that my family / household member(s)\* is / are not shareholder(s) or holding any other interest(s) in MHB (including its affiliate companies).

Yes  No If **No**, please elaborate:

Relationship	Company Name	Nature of Business	Position	Date of Appointment	Shareholding Information

2.3 I hereby declare that my family / household member(s)\* is / are not shareholder(s) or holding any other interest(s) in any business that competes with or provides products or services to MHB (including its affiliate companies).

Yes  No If **No**, please elaborate:

Relationship	Company Name	Nature of Business	Position	Date of Appointment	Shareholding Information

### 3. DECLARATION

I, the undersigned, hereby certify that the particulars furnished by me are true and accurate in every detail. If employed, in the event of a discovery of any misrepresentation of facts, willful or otherwise I will be subjected to summary dismissal.

Date

Signature

Definitions:-

1. Compete(s) - includes any person or business that offers, or is seeking a license to offer, the same or similar products or services to the same customers being offered services by MHB.
2. Family / Household – includes your spouse(s), children (including step-children and adopted children), parents, step-parents, siblings, step-siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews and first cousins, as well as other persons who are members of your household.
3. Indirect Interest - occurs when a person connected to an MHB employee or director, and his / her family / household has a beneficial interest in the supplier, customer, competitor or potential business partners of MHB.
4. Interest - means business, economic or financial interest that could, or might reasonably be thought to influence judgement, action or conflict of professional ethics.
5. MHB - means Malaysia Marine and Heavy Engineering Holdings Berhad and its subsidiaries and controlled companies. The expression “MHB” is used for convenience where references are made to MHB companies in general. The companies in which MHB has direct or indirect shareholding are distinct legal entities.

\*Declaration must be made within 7 days from reporting of duty.

\*This Declaration must be filled and update in once every three (3) years.

# Foreword by The Managing Director & Chief Executive Officer (MD & CEO)

In a rapidly evolving world, MHB is committed to strengthening its core, while cultivating agility, progressiveness, and resilience. These are the cornerstones for overcoming challenges, expanding capabilities, and achieving sustainable growth.

As part of this effort, we are taking a key step into harmonising the MHB Code of Conduct and Business Ethics (CoBE) across all our global operations. Consistency and clarity are essential. The CoBE outlines the expectations and standards for every employee and stakeholder, guiding behaviour in daily work and interactions. Since its inception in 2012, the CoBE has evolved to encompass developments in local and international laws, practices, technology, and governance. The CoBE not only provides a moral compass to ensure that our behaviour aligns with MHB's corporate values, but it also promotes legal compliance and procedural conformity.

This CoBE is intended to apply not only to every employee of MHB, but also to every director, executive and non-executive. MHB also expects all third parties, such as business associates, clients, contractors, subcontractors, consultants, agents, customer representatives and others performing work or services for or on behalf of MHB, to comply with these standards where relevant.

Considering the global reach of the CoBE, adjustments have been made to align with the legal and cultural nuances of the various regions where MHB is active. To address the specific legal and societal norms of these locations, the CoBE includes distinct Country Supplements as needed.

Furthermore, to enhance clarity and efficacy in communication regarding our standards for conduct and business ethics, several of these Country Supplements have been translated into the respective local languages of the countries where they are applied.

It is imperative, without any exceptions, that alignment is achieved among all our stakeholders, both within and outside our organisation, with the expectations and behavioral standards outlined in our CoBE. We conduct business responsibly, not just because it is good for business, but because it is the right thing to do.

Our commitment to these values is crucial. By upholding the CoBE in our daily work, we need to contribute to building a culture of integrity and performance. This, in turn, fuels the sustainable and long-term success of the MHB and all its stakeholders.

Let's navigate this changing world together, guided by a unified compass of ethical conduct and responsible business practices.

A handwritten signature in black ink, appearing to read 'Mohd Nazir'.

**Mohd Nazir Mohd Nor**  
Managing Director & Chief Executive Officer  
*Pengarah Urusan & Ketua Pegawai Eksekutif*  
7 February 2024

# GENERAL BUSINESS PRINCIPLES

Malaysia Marine and Heavy Engineering Holdings Berhad (MHB) is a globally trusted energy and marine solutions provider for a wide range of offshore and onshore facilities and vessels.

With an illustrious 50-year history of proven excellence and a reputation for delivering integrated solutions to international energy clients, we operate the largest fabrication yard in Malaysia and one of the largest in Southeast Asia. Our specialisation lies in energy offshore construction, including deepwater facilities, marine repair, conversion services, and marine refurbishment, with a niche focus on Liquefied Natural Gas (LNG) carriers.

Today, MHB is at the forefront of the green energy revolution, spearheading initiatives in renewable energy and decarbonisation. Leveraging our extensive expertise, we construct carbon capture facilities, advanced offshore wind farm substations, and provide fabrication services for green hydrogen facilities, supporting our clients' aspirations for cleaner and more sustainable energy solutions.

## Vision

To consistently provide better marine and heavy engineering related solutions

## Mission

- To exceed the expectations of our customers
- To promote individual and team excellence of our employees
- To create a positive difference to the lives of communities
- To care for the environment and operate responsibly
- To drive sustainable value for our shareholders

# INTRODUCTION

MHB is committed to upholding the highest standard of integrity, ethical behaviour, professionalism and adhere to all applicable laws in all its operations. MHB shall continuously:

- keep itself abreast with the development of applicable ethics and integrity laws;
- have in place a robust governance framework and mechanism that embodies internal controls and risk management;
- foster a culture of integrity, ethical behaviour and professionalism through embedment and
- have in place an effective Whistleblowing channel.

MHB CoBE applies to every employee, director, officer of MHB and third parties that perform work or services for or on behalf of MHB. Joint venture companies in which MHB is not a controlling stakeholder and associate companies of MHB are encouraged to adopt this CoBE or similar principles and standards.

MHB takes stern disciplinary actions against its employees, directors or officers who are involved in unlawful or unethical activities. MHB maintains the right to terminate business relationships with third parties who are found to be involved in such wrongdoings.

MHB requires its employees and third parties that perform work or services for or on behalf of MHB to strictly adhere to this CoBE at all times.

# PART I

# CORE VALUES & CULTURE

A series of thin, white, curved lines that sweep across the bottom right portion of the page, creating a sense of motion and flow.

# PART I : CORE VALUES & CULTURE

## 1. Application

- 1.1 This CoBE is intended to apply to every employee of every MHB group of companies worldwide. It is also intended to apply to every director (executive and non-executive) for those companies, except as otherwise stated in this CoBE. Your failure to comply may have severe consequences to MHB and may result in disciplinary action against you, or even your dismissal from MHB, subject to the requirements of applicable law.
- 1.2 CoBE applies to you in your capacity as a third party conducting business with MHB and MHB requires the same level of integrity and business conduct from you, whether you are engaged as an agent, an intermediary, engaged to provide goods and / or services for, jointly with or on behalf of MHB or a counterparty in a business transaction with MHB. “Third Parties” refer to both individuals and corporate entities including but not limited to director, officer, employee, agent, consultant, nominee, representative, licensee, adviser, subcontractors, any service provider. Your failure to comply may have severe consequences for both MHB and yourself, and may result in MHB requesting you to take remedial steps to remedy a breach, or even suspending or terminating business relationship with you, and seeking to enforce any other contractual right we may have against you for breaching this CoBE.
- 1.3 If you wish to direct your concern on MHB’s unit or official, contractors, subcontractors, consultants, agents, representatives or other service providers, in lieu of contacting your Head of Department (HoD), Human Resource Department (HR Department), the Compliance Unit (Compliance, LCSC) or MHB contact person, you may also contact the following whistleblowing channel platforms:
  - a. Email to [whistle@mmhe.com.my](mailto:whistle@mmhe.com.my)
  - b. Online submission via Whistleblowing Form - MHB

Please refer to our Whistleblowing Policy available on MHB website for further information.

- 1.4 This CoBE is implemented (with certain local adaptations) worldwide in a phased roll out, commencing with its entry into effect for Malaysian group of companies on 31 July 2024. In that regard, it replaces the previous MHB CoBE. Any misconduct committed before the Effective Date of this CoBE will be dealt with under the previous MHB CoBE (or other applicable policies and terms and conditions of service) in effect for your company at the time of the misconduct.

## PART I : CORE VALUES & CULTURE

- 1.5 If there is any conflict between the law and the rule or policy set out in this CoBE, you should comply with the law. However, if there is any conflict between the local custom or policy with this CoBE, you are called upon to comply with this CoBE. If you perceive that a provision of this CoBE conflicts with the law in your jurisdiction, you should consult with your HoD, HR Department or Compliance Unit, LCSC, rather than disregard the CoBE without consultation.
- 1.6 The provisions of this CoBE may be amended or waived by MHB from time to time at MHB's sole discretion. MHB expects that waivers would only be granted in exceptional circumstances and then only in keeping with applicable law and MHB's policies and procedures. The provisions of this CoBE may be supplemented or modified for your jurisdiction through local guidelines ("Country Supplement") that has been approved through Compliance, LCSC. In particular, provisions concerning disciplinary procedures and actions for your jurisdiction may be set out in a Country Supplement for your jurisdiction. If no such provisions are set out, the standard disciplinary rules, and practices for dealing with violations of company policy will apply, in every instance subject to the requirements of applicable law in your jurisdiction. This CoBE may be implemented through a handbook or contract terms and conditions, or similar manual or document, which may address additional matters beyond the scope of this CoBE. Please contact Compliance, LCSC for information about the Country Supplement in effect for your jurisdiction (if any). Any such Country Supplement will be considered part of this CoBE for your jurisdiction.
- 1.7 This CoBE does not identify or set out every law, policy or procedure that may apply to you in the performance of your role. You are responsible for informing yourself concerning laws and other MHB policies and procedures that apply to you as a result of your role with MHB. This CoBE does not constitute legal advice.
- 1.8 To help you understand and interpret this CoBE, a user-friendly guide to the CoBE titled "The MHB CoBE Guide" is made available and linked as reference document in this CoBE. In the event of any conflict between the MHB CoBE Guide and this CoBE, this CoBE(as supplemented or modified for your jurisdiction) shall prevail.
- 1.9 In addition to the above, certain sections under this CoBE are linked to the MHB Whistleblowing Policy and MHB Anti-Bribery and Corruption Manual (ABC Manual) as reference document in this CoBE. Any amendment and revision to these documents will be updated to the reference link as and when required.

## PART I : CORE VALUES & CULTURE

- 1.10 This CoBE does not seek to address every situation you may encounter in the course of your employment and in conducting business with MHB. Explanatory statements or examples set out under this CoBE may or may not be applicable to your situation / relationship / arrangement with MHB and act to serve as guidance only. This CoBE is not a substitute of your own duty, responsible, and accountability to comply with all laws applicable to you or your business, nor a substitute of your good judgement in exercising discretion and making business decisions.

### Reference Document

- MHB CoBe Guide

# PART I : CORE VALUES & CULTURE

## 2. Corporate Values and Culture

- 2.1 MHB is committed to the highest standards of integrity, openness and accountability in the conduct of the Group's business and operations. MHB seeks to conduct its affairs in an ethical, responsible and transparent manner.
- 2.2 As an employee of MHB, you have a duty to serve MHB with good faith, fidelity, diligence and integrity. You are required to act in the best interests of MHB and to refrain from engaging in conduct or activities which may adversely affect the best interests of MHB. You are at all times required to:
- conscientiously maintain the highest degree of integrity.
  - always exercise proper care and judgement.
  - avoid conflicts of interest.
  - refrain from taking advantage of your position or exercising your authority to further your own personal interest at the expense of MHB.

You may not conduct yourself in a manner that might undermine or that is likely to destroy or seriously damage MHB's confidence and trust in you. These duties are without limitation on duties imposed on you by law.

In the event that you are being asked to do something that you think is doubtful, wrong or inappropriate, you should take steps to address the situation by speaking directly to your HoD, HR Department or Compliance, LCSC who can provide you with appropriate guidance.

- 2.3 MHB expects that, throughout your time of service as MHB employee, you will:
- a. strive towards a high standard of professionalism.
  - b. always give your undivided loyalty and devotion to MHB and on all occasions.
  - c. serve with honesty and integrity, goodwill, and courtesy.
  - d. display group cohesiveness based on oneness of purpose together with a caring attitude for individual.
  - e. uphold the duty of care for the interests and reputation of MHB.
  - f. display a high sense of discipline, cooperativeness and diligence in carrying out your duties.
  - g. act consistently to maintain MHB's confidence and trust in you.
  - h. promote creativity and new approaches in the course of carrying out your work.
  - i. comply with applicable laws, regulations and MHB policies and procedures.

# PART I : CORE VALUES & CULTURE

## 3. Definitions

- 3.1 Where the context or construction requires, all words applied in plural will be deemed to include the singular, and vice versa; the masculine will include the feminine and neuter, and vice versa; and the present tense will include the past and the future tense, and vice versa.
- 3.2 References to “you” in this CoBE refer to any person to whom this CoBE applies. Where more specific references are used (such as “employee”), the more specific reference is intended.
- 3.3 For purposes of this CoBE, the term “family / household” includes your spouse(s), children (including step-children and adopted children), parents, step-parents, siblings, step-siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins, as well as other persons who are members of your household.
- 3.4 For purposes of this CoBE, the term “employee” means any person who is in the employment of MHB including but not limited to executives, non-executives, secretaries, secondees and individuals on direct hire.
- 3.5 The term “MHB” means MALAYSIA MARINE AND HEAVY ENGINEERING HOLDINGS BERHAD and its subsidiaries and controlled companies. The expression “MHB” is used for convenience where references are made to MHB companies in general. The companies in which MHB has direct or indirect shareholding are distinct legal entities.
- 3.6 For purposes of this CoBE, the term “MHB contact person” means MHB’s focal that can be contacted by any third party having business dealing with MHB.

**PART II**  
**DUTIES OF GOOD FAITH,**  
**FIDELITY, DILIGENCE**  
**AND INTEGRITY**



# PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

## PART II (A): CONFLICT OF INTEREST

### 1. DUTY REGARDING AVOIDANCE OF CONFLICT OF INTEREST

#### 1.1 Conflict of interest

- a. A conflict of interest can exist when an individual is in a position to take advantage of his or her role at MHB for his or her personal benefit, including the benefit of his or her family and friends, in which his or her interest may conflict / potentially conflict with MHB's interest.
- b. A conflict of interest can make it difficult for an individual to fulfill his or her duties impartially and correctly.
- c. A conflict of interest can exist even if it results in no unethical or improper acts. Even the appearance of improper influence in your decision-making may be an issue.
- d. A conflict of interest will undermine the values of good faith, fidelity, diligence, and integrity in the performance of your duties and obligations as expected by MHB.

You must therefore avoid conflicts of interest between your personal dealings, duties and responsibilities in the conduct of MHB's business. In particular, the use of MHB office position, confidential information, assets and other MHB resources for personal gain, or for the advantage of others with whom you are associated, is prohibited.

#### 1.2 The situations under which conflicts of interest may arise include, but are not limited to:

- a. When you, in the exercise of your authority, give preference to your interests or the interests of your family / household members, associates or friends rather than to the interests of MHB.
- b. When you are in a position to influence decisions that are to be made by MHB with respect to dealings with a business, enterprise or entity owned or partially owned by you, your family / household members, associates or friends.
- c. When you compete with or against MHB.
- d. When you have a financial interest in a supplier, contractor, subcontractors, competitor or customer and you are involved in MHB's decision-making process relating to, or of relevance, to them.
- e. When you have a financial interest in a transaction in which you know MHB is involved or plans to be involved.
- f. When you receive fees, commissions or other benefits from a supplier, contractor, subcontractor, competitor, or customer.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

1.3 Any instances of conflict must be endorsed by the HoD in consultation with the HR Department, the relevant company secretary (in the case of directors) or your MHB contact person. Failure to disclose the nature and scope of the conflict of interest as soon as you are aware, may result in disciplinary action or consequence management being taken against you whether or not such potential or actual conflict result in tangible or intangible damage to MHB.

### 2. INVOLVEMENT IN BUSINESS WHERE YOU OR YOUR FAMILY / HOUSEHOLD HAVE A DIRECT OR INDIRECT INTEREST

2.1 You are deemed to have a conflict of interest when you, the members of your family / household, your or their nominees and trustees, and any account or entity over which you or they have influence or control, promote the formation of any business, firm, corporation or company and / or own, either directly or indirectly, shares or other forms of beneficial interest (hereinafter referred to as “Equity”) including but not limited to:

- a. Privately held entities which derive any income or receive any payment from contractual or other business arrangements with MHB;
- b. Privately held entities listed in MHB’s lists of registered contractors, even if the entities concerned do not derive any income or receive any payment from contractual or other business arrangements with MHB; or
- c. Publicly held entities in which you or a member of your family / household holds a greater than 1% ownership interest and with respect to which you have the authority to make decisions in the course of your work at MHB.

2.2 Should a situation arise (for example as a result of inheritance or marriage) whereby you (or a member of your family / household) become, directly or indirectly, the owner of Equity in any entities identified above, you will be considered to be in a potential conflict of interest situation and you shall be under a duty, as soon as you become aware of the situation, to disclose to the HoD or HR Department, the relevant company secretary (in the case of directors) or your MHB contact person, in writing of the circumstances. Any conflict of interest must be endorsed by the HoD, in consultation with the HR Department, the relevant company secretary (in the case of directors) or your MHB contact person and such consultation shall include suggestions and / or recommendations on the most appropriate way of preventing or overcoming the conflict of interest.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

Your failure to inform MHB when a conflict of interest (or potential conflict of interest situation as described above) becomes known to you and / or failure to comply with the requirements of MHB will be deemed to be in position of conflict for which appropriate disciplinary action may be taken against you.

Conflicts of interest and potential conflicts of interest which have been fully disclosed and which are formally endorsed and permitted by MHB will not be constituted as a violation of this CoBE.

- 2.3 You are encouraged to declare your interests in certain circumstances, including but not limited to the following:

In the event you, the members of your family / household and your or their nominees and trustees, and any account or entity over which your or they have influence or control, are involved in the promotion and formation of any business, firm, corporation or company and / or own, either directly or indirectly, share or other forms of beneficial interest in:

- a. Privately held entities; and / or
- b. Publicly held entities

### 3. CONFLICT OF INTEREST THAT ARISES WHEN YOU ARE A PARTY TO DECISION-MAKING

- 3.1 You will be in a conflict of interest situation when you, a member of your family / household and / or your associates has an interest (whether in the form of directorships, partnerships, shareholdings or through agencies) in entities which are on MHB's lists of registered contractors or which have contractual or supply arrangements with MHB, and you are involved in any decision-making by MHB relating to, or have dealings (whether directly or indirectly) with, such entities in the course of your duties with MHB.
- 3.2 You will also be in a conflict of interest situation when you are involved or expected to be involved in the hiring, supervision, management or career planning in respect of any of your relatives at MHB or at entities providing services to MHB.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

- 3.3 When such a conflict of interest situation becomes known to you, unless otherwise instructed by MHB, you shall abstain from participating in any MHB decision-making or deliberations involving the entity or person and avoid doing anything which could influence the decisions on such dealings, and shall report such conflict of interest to the HoD, the relevant company secretary (in the case of directors) or your MHB contact person. Following such a report, HoD in consultation with the HR Department or your MHB contact person, as the case may be, will give such instructions to you as it deems appropriate, which you shall comply with.
- 3.4 You may be asked to serve on the board of directors of another organisation and this can, in some cases, raise a conflict of interest or a legal issue, even if the service is voluntary and unpaid. Before an MHB employee accepts a position as a board member outside of MHB, he or she should always obtain approval from his or her HoD in consultation with the HR Department.

### Reference Document

- MHB CoBe Guide

## 4. DISCLOSURES GIVING UNDUE ADVANTAGE TO THIRD PARTIES

- 4.1 You shall not be involved with the commission or omission of any act which gives an undue advantage to an outside party in its dealings with MHB without prior approval from MHB, whether or not such act or omission results in you obtaining a personal gain, benefit or advantage in business transactions or dealings involving MHB. Such prior approvals should be obtained through your HoD (or, in the case of directors, the relevant full board of directors). Giving an outside party confidential MHB information without appropriate authorisation in order to assist that party in securing MHB business or for any other reason will be considered a violation of this restriction.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### 5. PERSONAL TRANSACTIONS WITH MHB'S CLIENTS, SUPPLIERS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

- 5.1 You shall not, directly, or indirectly, enter into transactions or dealings for the purchase or sale of any moveable or immoveable property or for the supply or purchase of any service from any of MHB's clients, suppliers, contractors, subcontractors or vendors (or with their agents or representatives) with whom you have or are likely to have official dealings on behalf of MHB, other than transactions or dealings on such terms as are freely available to the general public.
- 5.2 If you, despite efforts to avoid transactions or dealings as aforesaid, are constrained nevertheless to act contrary to this prohibition, you shall obtain written approval from your HoD in consultation with HR Department and must not proceed with them until such permission is obtained.
- 5.3 The granting of the aforesaid permission will be subject to you satisfying MHB that such transactions or dealings are not inconsistent with the due and proper performance of your duties or the fulfilment of your obligation to MHB.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### PART II (B): FIGHTING CORRUPTION AND UNETHICAL PRACTICES

#### 6. SOLICITATION, BRIBERY AND CORRUPTION

- 6.1 An act of corruption by you has the effect of compromising the due and proper performance of your duties and the exercise of your authority, thereby undermining the integrity of the decision-making process and the decisions of MHB concerning its business and affairs. An act of corruption by you has the further effect of potentially incriminating MHB and its directors, officers, or partners.
- 6.2 You are prohibited from, directly or indirectly, soliciting, accepting or obtaining or agreeing to accept or attempting to obtain, from any party for yourself or for any other party, any bribe or gratification as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to MHB's affairs or business, or for showing favour or forbearing to show disfavour to any party in relation to MHB's affairs or business.
- 6.3 You may not directly or indirectly offer, promise or give any bribe or gratification as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to MHB's affairs or business, or for showing favour or forbearing to show disfavour in relation to MHB's affairs or business, whether in the form of a facilitation payment, kickback, donation, fee or any other form.
- 6.4 You should satisfy yourself concerning the ethics and integrity status of any contractor, subcontractor, vendor, agent, consultant, representative, service provider or other person who you engage to act for or on behalf of MHB or in relation to MHB's affairs or business and confirm that the relevant party understands and accepts MHB's policies prohibiting improper solicitation, bribery and corruption. Contractors, subcontractors, agents, consultants, representatives, service providers and others must comply with such policies when performing work or services for or on behalf of MHB.
- 6.5 Even the appearance of conduct prohibited by this Section 6, or any other measure that is unethical or that may tarnish MHB's reputation for honesty and integrity, must be avoided. If you are unsure whether an action is permitted, seek guidance from HoD, Compliance, LCSC or your MHB contact person before acting.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

- 6.6 If you receive a request for a bribe or if you are offered a bribe, you must reject the offer and immediately report it to the MHB Whistleblowing channel, HoD, Compliance, LCSC or your MHB contact person, as the case may be.
- 6.7 In this part, a “bribe” or a “gratification” is any gift, payment, benefit or other advantage, pecuniary or otherwise, offered, given, or received in order to secure an undue or improper result, award, decision, benefit or advantage of any kind. A bribe or gratification need not involve cash or other financial asset—it can be any kind of advantage, including the unpaid use of corporate services or property, loan guarantees or the provision of employment to the family or friends of people with whom MHB deals.

### Reference Documents

- MHB CoBe Guide
- MHB ABC Manual
- MHB Whistleblowing Policy

## 7. RECEIVING FACILITATION PAYMENTS

- 7.1 You are prohibited from, directly or indirectly, accepting or obtaining or attempting to accept or obtain facilitation payments from any person for yourself or for any other person subject to this CoBE.
- 7.2 In this part, the term “facilitation payments” generally means payments made to secure or expedite the performance by a person performing a routine or administrative duty or function in MHB.

### Reference Documents

- MHB CoBe Guide
- MHB ABC Manual
- MHB Whistleblowing Policy

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### 8. PROHIBITION ON COMMISSIONS, DISCOUNTS AND SECRET PROFITS

You must not, directly or indirectly, receive or obtain, in respect of any goods or services sold or purchased or other business transacted (whether or not by you) by or on behalf of MHB, any discount, rebate, commission, service, interest, consideration of value or other benefit or payments of any kind (whether in cash or in kind) which is not authorised by MHB's rules, policies or guidelines.

#### Reference Document

- MHB CoBe Guide

### 9. ACCOUNTING FOR SECRET PROFITS OR GAINS

A person subject to this CoBE who, directly or indirectly, obtains any discount, rebate, commission, service, interest, consideration of value or other benefit or payments of any kind (whether in cash or in kind and whether as a bribe or otherwise), by virtue of his / her position in or acting with authority on behalf of MHB, must immediately disclose such receipt and he / she shall be liable to render an account of the same including the value of non-cash items to the HoD (for employees of MHB), Compliance, LCSC or hi / her MHB contact person (for non-employees e.g., contractors). All amounts received shall be surrendered to MHB.

#### 9A. GIFTS AND ENTERTAINMENT

9.A.1 MHB has adopted a "No Gift" Policy whereby subject to certain narrow exceptions as provided in the MHB ABC Manual, MHB employees and directors, their family / household members or agents acting for or on behalf of MHB are prohibited from, directly or indirectly, receiving or providing gifts.

9.A.2 MHB requires its employees and directors to abide by this "No Gift" policy to avoid conflicts of interest arising or the appearance of a conflict of interest. Gifts and entertainment provided during ongoing or potential business dealings between MHB, and external parties can be perceived as creating a conflict of interest, or potentially a bribe. This may tarnish MHB's reputation or be in violation of anti-bribery and corruption laws.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

9.A.3 Employees and directors are responsible to inform external parties involved in any business dealings with MHB of the “No Gift” Policy.

### Reference Documents

- MHB CoBe Guide
- MHB ABC Manual

## 10. RECEIVING GIFTS AND ENTERTAINMENT

10.1 You are required to comply with MHB’s procedure relating to the receipt of gifts and entertainment.

10.2 You, or any of your family / household members must not accept gifts or entertainment in exchange for an exercise or non-exercise of your MHB authority, information, or any other matter to the detriment of MHB.

### Reference Documents

- MHB CoBe Guide
- MHB ABC Manual

## 11. PROVIDING GIFTS AND ENTERTAINMENT

11.1 You are required to comply with the procedures relating to the giving of gifts and entertainment.

11.2 MHB prohibits the giving of gifts and entertainment that are illegal or unduly dangerous, or indecent, sexually oriented or inconsistent with MHB’s commitment to mutual respect, or for the purpose of improperly influencing someone to take action in favour of MHB or to refrain from taking adverse action against MHB. No gift of cash may be given. You should not pay for a gift or entertainment personally in order to avoid obtaining prior approval or to otherwise circumvent MHB policies.

### Reference Documents

- MHB CoBe Guide
- MHB ABC Manual

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### 12. PUBLIC OFFICIALS

- 12.1 You are prohibited from offering gifts or entertainment to public officials other than in accordance with the policies and procedures to giving of gifts and entertainment.
- 12.2 You are prohibited from offering gifts and entertainment, including travel-related expenses, to public officials and / or their family / household members in connection with any transaction directly or indirectly relating to MHB without permission from the HoD or your MHB contact person, in consultation with Compliance, LCSC.
- 12.3 You are prohibited from paying for non-business travel and hospitality for any public official and / or, his / her family / household members in connection with any transactions directly or indirectly relating to MHB without permission from HoD or your MHB contact person, in consultation with Compliance, LCSC.
- 12.4 You must comply with local laws concerning lobbying in any jurisdiction in which MHB engages in lobbying activity. Prior to engaging in lobbying activities, you should obtain guidance from HoD in consultation with Compliance, LCSC or your MHB contact person.
- 12.5 You may not offer or provide gifts or anything else of value to any person, such as an agent, consultant or contractor, if you know or suspect that a public official or his / her family / household member will be the indirect beneficiary or recipient, other than as approved by your HoD in consultation with Compliance, LCSC or your MHB contact person.
- 12.6 Any contractors, subcontractors, consultants, vendors, agents, representatives, or other service providers dealing with public officials on MHB's behalf must be evaluated and must be informed of the provisions of this CoBE relating to restrictions on gifts and entertainment to public officials.
- 12.7 You shall not circumvent the prohibitions in this Section 12. You shall in every instance comply with the rules concerning solicitation, bribery and corruption set out in other sections of this Part II, as well as with applicable laws concerning bribery and corruption.
- 12.8 For purposes of this CoBE, the term "public official" includes, without limitation, public or government official, any person having public official functions or acting in a public official capacity, candidates for public office, officials of any political party, and officials of state-owned enterprises other than MHB.

#### Reference Documents

- MHB CoBe Guide
- MHB ABC Manual

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### 13. MONEY LAUNDERING AND COUNTERPARTY DUE DILIGENCE

- 13.1 If in the course of your duty, you deal with third parties who have entered or will enter into any dealings or transactions with MHB, you must conduct appropriate counterparty due diligence to understand the business and background of such third parties and to determine the origin and destination of money, property, and services. You must report to your HoD, Compliance, LCSC or your MHB contact person suspicious transactions or suspected incidents of money laundering or bribery. You should not try to investigate a case of money laundering or bribery yourself. Your HoD generally will be responsible for decisions in this regard.
- 13.2 In this part, “money laundering” is generally defined as occurring when the criminal origin or nature of money or assets is disguised or made to appear legitimate or when legitimate funds are used to support criminal activities, including the financing of terrorism. Offences covered by anti-money laundering legislation include prejudicing or obstructing an investigation and failing to report suspicious activity.
- 13.3 You must not deal with criminals or the proceeds of a crime.
- 13.4 Any amount, nature, purpose, and provider or recipient of any payment or transfer of funds to or from MHB group of companies must be accurately reflected in its books and records.
- 13.5 You shall not establish bank, securities trading or similar accounts in the name of MHB companies or for the benefit of MHB without proper authorisation from the Finance Division.
- 13.6 In the event there is any requirement by regulator to establish a guideline on Anti-Money Laundering, such requirements shall be complied accordingly.

#### Reference Documents

- MHB CoBe Guide
- MHB ABC Manual

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### PART II (C): NATIONAL AND INTERNATIONAL TRADE

#### 14. ANTITRUST / COMPETITION LAW

- 14.1 You must observe and comply with competition laws of all countries in which MHB operates and / or has business dealings with. You must ensure that your dealing with business partners (e.g., customers and suppliers), contractors, subcontractors, competitors, vendors, agents, representatives and governmental authorities at all times reflect fair and proper business practices and are in compliance with the laws and regulations governing free and fair competition and monopolies. In furtherance of this requirement, you are obligated to comply with the MHB Competition Guidelines as in effect for your jurisdiction from time to time, a copy of which is available on the MHB website at <https://www.mhb.com.my>.
- 14.2 It is MHB's policy that if any employees or third party acting on behalf of MHB, engage in, participate in or suggest any conduct in violation of competition laws, the person is deemed to be in breach of this CoBE, and will be subject to disciplinary action. If you are unsure about compliance of your activities with competition rules, you must contact Compliance, LCSC or your MHB contact person.
- 14.3 As a general rule, a country's competition law applies to all companies doing business in that country, regardless of whether these companies are established in that country or not. Competition laws generally:
- a. Prohibit all agreements which have as their object or effect the prevention, restriction or distortion of competition to a material extent within the territory in which any such laws apply. Not only formal but also informal agreements fall within such prohibition.
  - b. Prohibit companies holding a dominant position from exploiting their strong market power in an abusive way that may affect trade. A company is generally considered to have a dominant position if it is the principal supplier or purchaser of a given set of products / services in a geographic area and it is able to exercise a significant degree of market power over its customers or suppliers.
  - c. Require prior merger control notifications / filing to and clearance of the competent competition law authorities for mergers, acquisitions and certain other transactions, which can be blocked if they significantly reduce competition on any relevant market.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### 14.4 Consequences of Competition Law Violations

Breaching competition laws can result in any or all of the following consequences:

- a. Extremely serious penalty (for instance, in Malaysia and the EU, up to 10% of the annual worldwide turnover of the entire group).
- b. Imprisonment for the involved employees and disqualification of directors in some jurisdictions.
- c. Damages claims brought by customers, competitors, and / or consumers who were harmed by the anti-competitive conduct.
- d. Adverse publicity (reputation), waste of internal resources, and additional costs (e.g., legal fees).
- e. Contractual implications (e.g., nullity of the contracts or the provisions that infringe competition laws).
- f. Competition law related dispute resolution.

Please remember that you have a duty to seek advice from Compliance, LCSC or your MHB contact person as soon as you identify a situation which you believe may put MHB in a breach of competition law rules.

#### Reference Documents

- MHB CoBe Guide
- MHB ABC Manual

## 15. EXPORT AND IMPORT CONTROLS, INTERNATIONAL BOYCOTTS AND ECONOMIC SANCTIONS PROGRAMMES

- 15.1 MHB needs to be able to consider the potential impact of export control laws and economic sanctions programmes before transferring goods, technology, software or services across national borders by whatever means. In this regard, if you are involved with imports or exports, you must have proper authorisation from approving authority in accordance with respective limits of authority, and in consultation with Compliance, LCSC before importing or exporting goods, technology, software, or services across national borders for or on behalf of MHB. Additionally, if the goods, technology, software or services are of United States (US) origin, any transfer within a country could also trigger US export control laws. As such, special care must be made to verify whether the goods, technology, software or services would be deemed to be of US origin.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

- 15.2 You must not bring restricted goods into a country without declaring them and you must not import prohibited goods. You must meet import requirements when bringing goods or services into a country, ensuring duties, levies and taxes are paid and proper documentation is presented.
- 15.3 You must not agree to boycotts of customers, suppliers or jurisdictions without proper authorisation from approving authority in accordance with respective Limits of Authority (“LOA”) in consultation with Compliance, LCSC. You should report any request to participate in an international boycott to your HoD, Compliance, LCSC or your MHB contact person, as some countries may require that such requests be reported by MHB.
- 15.4 If you are involved in international business for or on behalf of MHB, you must keep yourself informed of the countries, organisations and persons sanctioned under laws applicable to you or your MHB group. The sanctions area is complex, so you should refer to the Approving Authority in accordance with respective Limits of Authority in consultation with Compliance, LCSC concerning any questions or uncertainties.
- 15.5 You must comply with MHB policies and procedures in effect from time to time regarding export and import controls, boycotts and economic sanctions programmes.

### Reference Documents

- MHB CoBe Guide
- MHB Sanctions and Export Control Guidelines

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### PART II (D): ASSETS OF MHB

#### 16. RESPONSIBILITY FOR ASSETS, FACILITIES, RESOURCES AND RECORDS

- 16.1 Access and possession of MHB's assets, facilities, resources or records are provided on the basis of trust and confidence that they are to be used solely for MHB's business purposes. These assets may be tangible—for example, equipment, including computer hardware, or cash—or they may be intangible, such as intellectual property and computer software.
- 16.2 You are responsible for the safekeeping of all MHB's assets, facilities, resources and records that are provided to you for the performance of your duties. You must adhere to and comply with all MHB policies and procedures as amended and updated from time to time, regarding the use of all assets, facilities, resources, and records.
- 16.3 You must take all necessary steps to prevent theft, loss, damage, or misuse of MHB's assets, facilities, resources and records, and any such occurrences must be reported to MHB immediately. Regardless of condition or value, MHB's assets, facilities, resources and records must not be misused, taken, sold, lent, given away or otherwise disposed of, nor used for personal purposes, except with the appropriate specific authorisation of MHB.
- 16.4 Subject to applicable laws, you may be liable for any loss of or damage to assets, facilities, resources and records arising from your willful misconduct or negligence or careless action or as a result of action taken without MHB's approval, and any financial loss suffered by MHB maybe recovered from you by way of deduction from your salary or other means. Within the limits of applicable law, MHB may at its discretion take any other action against you considered appropriate by MHB, including reporting you to the public authorities.

#### Reference Document

- MHB CoBe Guide

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### PART II (E): FINANCIAL INTEGRITY

#### 17. INTERNAL CONTROLS AND PROCEDURES

- 17.1 You must comply with all laws, policies and procedures established from time to time to safeguard and support the integrity and accuracy of MHB's financial reports and records. In this regard, you must not, do (including but not limited to) the following:
- a. conceal, alter, destroy or otherwise modify MHB's records or documents except in accordance with established procedures or in accordance with internal procedures on document retention (and under no circumstances impede or frustrate an investigation or audit or conceal or misstate information).
  - b. intentionally make false or misleading entries in any record, report, file or claim (including travel and entertainment expense reports).
  - c. establish accounts, companies or arrangements that may have the effect or result of circumventing or frustrating MHB's controls, policies or procedures.
  - d. fail to cooperate fully and truthfully with internal and external audits authorised by MHB.
  - e. engage in any scheme to defraud anyone of money, property or services.
- 17.2 You must also comply with all policies and procedures established from time to time concerning the preparation, maintenance and disposal of MHB's financial reports and records.

#### Reference Document

- MHB CoBe Guide

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### PART II (F): CONFIDENTIALITY OBLIGATIONS / INTELLECTUAL PROPERTY / PUBLIC COMMUNICATIONS

#### 18. CONFIDENTIALITY OBLIGATIONS

- 18.1 The business affairs, information and records of MHB comprising business, technical, financial, legal, personnel and contractual records, data and documents such as emails, letters, maps, reports, drawings, calculations, specifications, formulas, forms, licenses, agreements and / or other documents or computer / digital software / technology or files of any nature and information regarding formulas, processes and manufacturing methods are all confidential information belonging to MHB. Such confidential information is strictly private and confidential and may not be utilised, discussed, divulged to or disclosed to any individuals whether inside or outside MHB, except by those authorised to do so. You must take all necessary precautions to maintain the confidentiality of this information.
- 18.2 You may not, either during or after your employment or engagement, disclose, divulge or utilise without appropriate authorisation. This obligation applies to any such confidential information obtained during or after your employment or engagement under any contract of service with MHB. You must take all reasonable precautions to keep this confidential information secret both during and after your employment or engagement.
- 18.3 Except as necessary for the performance of your duties, you may not, without MHB's consent, retain or make originals or copies of confidential information or notices thereof, nor retain samples of specimens in which MHB has or had an interest that came into your possession during your employment or engagement. Upon the termination of your employment or engagement, you must immediately return all confidential information, samples or specimens to MHB on or before your last working day without being asked, unless MHB has given you explicit consent to retain them.
- 18.4 During your relationship with MHB, you may establish contacts and relationships with MHB's vendors, suppliers, contractors, principals and other business partners. You will not at any time during your relationship with MHB, or for a period of two years (or for whatever other period of time as may be specified in the terms of your engagement or Country Supplement to this Code applicable to you) after the cessation of your relationship with MHB, whether by resignation or otherwise, make use of business opportunities arising from your relationship with MHB or cause or attempt to cause the diversion of such business opportunity from being exploited by MHB or cause or attempt to cause the termination of contracts, agencies or other business relationships of MHB without first obtaining the prior consent from MHB.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

- 18.5 You will not at any time, after the cessation of your tenure with MHB, whether by resignation or otherwise, use MHB's confidential information in breach of your post-tenure obligations to maintain the confidence of such confidential information.
- 18.6 While MHB may hire individuals who have knowledge and experience in various technical areas, you must not on behalf or for the benefit of MHB employ people as a means of gaining access to the trade secrets and other sensitive proprietary information of others.

### Reference Document

- MHB CoBe Guide

## 19. PERSONAL DATA PROTECTION

- 19.1 You must comply with MHB Corporate Privacy Policy, which is to be read in conjunction with MHB's other applicable internal personal data protection and privacy policies, procedures, and guidelines.
- 19.2 You must also comply with the personal data protection laws of every country in which MHB operates (where applicable).
- 19.3 You must ensure that handling of personal data of any party from whom you collect personal data such as personal data of customers, employees, shareholders, business partners, vendors, suppliers, service providers, governmental authorities, are at all times in compliance with MHB Corporate Privacy Policy and the laws and regulations governing personal data protection and privacy.
- 19.4 Any breach or violation of the MHB Corporate Privacy Policy or applicable personal data protection laws or regulations may be deemed as a misconduct and a violation of this Code for which appropriate disciplinary action may be taken against you.
- 19.5 In case of doubt concerning the compliance of your data processing activities with the applicable personal data protection laws and / or the relevant internal policies, procedures, guidelines, or manuals, please contact the Compliance, LCSC, or your MHB contact person.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### 20. INSIDER DEALING

- 20.1 You must protect the confidential business information of MHB and its counterparties, and never use it for your own benefit or the benefit of other persons—especially not to trade in shares or other securities or to recommend or cause a third-party to do so.
- 20.2 You are required to abide by all applicable laws on insider dealing, which generally is when you trade in shares or other securities while in possession of material non-public information or when you share such information with someone else who then trades in those shares or other securities. You must not deal in the securities of MHB group companies (or in other speculative dealings with regard to those securities) while in the possession of material non-public information. We expect all directors, employees, their respective families / households and others whose relationships with MHB give them access to such information to comply with these principles, along with other laws, regulations and policies concerning the handling of confidential information. “Material non-public information” is generally non-public information that a reasonable investor would consider important when deciding to buy or sell securities. The restrictions described here also apply to “price sensitive information” or other similar types of information in jurisdictions where the applicable insider trading laws refer to those types of information.
- 20.3 You are also required to abide by all applicable laws on securities market abuse, which involves spreading false information or engaging in activities designed to manipulate the market for publicly traded securities.

### 21. INVENTIONS AND COMPUTER PROGRAMMES

- 21.1 MHB encourages you to be inventive and innovative. Such inventiveness and innovation are part of the normal duties owed by you to MHB.
- 21.2 Subject to the requirements of applicable law, the ownership of intellectual property created by you or to which you have contributed whilst working for MHB, or in the course of performing your duties or using MHB resources, data and / or time, will be vested in MHB. Nevertheless, subject to the requirements of applicable law, MHB may reward you as it may deem appropriate, in its discretion.
- 21.3 Further to Section 21.2 above, you may not file for any trademarks, patents or registered designs or claim copyright in your own name for any such intellectual property.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

- 21.4 You may not, without the written consent of MHB, disclose such intellectual property or any information relating to any person, except to MHB and its duly authorised counsels or agents.
- 21.5 Without prejudice to its rights under this Section, MHB is prepared, in special cases, to consider requests from you for permission to publish original papers, in an appropriate form, provided that MHB believes the subject matter benefits the community and its disclosure does not disadvantage MHB.
- 21.6 In this Section, the term “intellectual property” means any patent, know-how, copyright, industrial design, trademark or service mark, confidential information, whether registered or unregistered (including any application for registration of the aforementioned rights) related to any materials (including inventions, computer programmes, or results of technological research) and any other intellectual or industrial property right of any nature subsisting under the law at any time, in any part of the world.
- 21.7 Further, the term “computer programme” includes any computer programmes, softwares, digital solutions, scripts, or other computer instructions or digital technology that relate to any business and processes of MHB.
- 21.8 If you develop any invention during your employment or engagement with MHB, you must keep details of the invention confidential and not disclose any information regarding it to any third party outside of MHB. You must notify your HoD or other designated personnel of the invention as soon as practicable.
- 21.9 Further to the Section 21.8 above, at MHB’s request, you will execute any forms or agreement where necessary or required under law to assign interest in such intellectual property to MHB.

### 22. THIRD PARTY INTELLECTUAL PROPERTY

- 22.1 You must comply with all laws, regulations and contractual obligations regarding the intellectual property rights of other parties, including patents, copyrights, trade secrets and other proprietary information. You must not infringe upon these protected intellectual property rights. You must take reasonable steps to ascertain that any information, data, materials or technology (including digital software / solutions) used or reproduced in the course of your work, employment or engagement does not violate the intellectual property rights of any third parties.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### 23. PUBLICATIONS OF MATERIALS

- 23.1 Except with the written permission of MHB, you will not publish or write any books or other works which are based on MHB's confidential information as described in Section 18.1.
- 23.2 If permission is granted, it will be subject to the following conditions:
- The proposed publication will not be published in such a way that states or implies that it has received official support, backing or sponsorship from MHB.
  - The proposed publication will not, under any circumstances, bear the words "MHB approved publication" or any similar phrasing that could suggest it has been agreed to or approved by MHB.
- 23.3 Certain categories of employees (e.g., engineers and technologists) in the MHB specialist programme are not subject to the conditions described in Section 23.2. However, the publication of books, articles, journals, presentation materials or other works based on MHB's information and data shall require prior review and proper authorisation by MHB. For questions regarding this, you may direct to your HoD, Corporate Communications Department, or your MHB contact person.

### 24. MAKING OF PUBLIC STATEMENTS

- 24.1 Whether in your personal or official capacity, you will not either orally or in writing or in any form (including on social media websites) make or circulate any public statement on MHB's policies, decisions or any measures taken by MHB, unless you are duly appointed or authorised to do so on behalf of MHB.
- 24.2 You will not, either orally or in writing or in any other form (unless you are appointed or authorised as aforesaid), make any public statement or comment on any matter relating to the work of the division or organisation in which you are or were employed, or relating to any organisation with which MHB has dealings:
- Where such statement or comment may reasonably be regarded as indicative of the policy of MHB;
  - Where such statement or comment may embarrass or is likely to embarrass MHB; and / or
  - Where such statement or comment may compromise the interests and reputation
- 24.3 In this Section, "public statement" or "discuss publicly" includes any statement or comment made to the press, magazines, periodicals or the public or during any lecture or speech or the broadcasting thereof by sound, vision or electronic means. It also applies to every kind of correspondence including mail, electronic documents, instant messages, websites, social media tools, blogs, paper documents, facsimile, voice, and voicemail recordings.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### 25. GIVING OF REFERENCE

You are strictly permitted to only provide reference, if any, in a non-MHB capacity, and without any of MHB's name or stationery with MHB's logo or any corporate identifier, except for matters as required in the normal course of business.

In providing such reference as aforesaid on a non-MHB basis, you are duty bound to inform the party who seeks your reference that your reference is given strictly in that non-MHB capacity.

### 26. SOCIAL MEDIA / INFORMATION TECHNOLOGY AND SYSTEMS

- 26.1 You must not upload, download, send or otherwise access or store pornography or other indecent or offensive material using MHB premises, equipment or systems. Sending or forwarding obscene, libellous, defamatory, offensive or racist remarks is strictly prohibited. If you receive materials of this nature, you must promptly notify MHB management.
- 26.2 You must not upload, download, send or otherwise access material that is likely to cause annoyance, inconvenience, or offense to your colleagues, including inappropriate jokes.
- 26.3 The MHB IT and communications systems are to be used for MHB work and business purposes only.
- 26.4 You must not send personal emails using MHB official email or displaying MHB headers or footers, or otherwise suggesting that such communications are authorised by MHB.
- 26.5 You must not use personal email addresses and services to send or receive MHB's confidential information. Similarly, you must not allow automatic forwarding of electronic mail to external mail addresses.
- 26.6 You must not disable or circumvent MHB IT security measures.
- 26.7 When using MHB IT and communications systems, conducting MHB's business or acting for MHB's benefit, you must not deliberately conceal or misrepresent your identity. You should not send email messages using another person's email account unless you have proper authorisation from the owner of the email account.
- 26.8 You may not forge or attempt to forge email messages.
- 26.9 You should not send or forward unsolicited email messages.
- 26.10 You must avoid sending confidential information via electronic messaging (e.g., SMS) or other unsecure messaging channels, and, if this is unavoidable, the information must be secured (e.g., with encryption, password).

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

- 26.11 The installation of third-party software in or connection of hardware to MHB IT systems or equipment without the prior approval of your HoD or MHB contact person, is prohibited.
- 26.12 You must not employ MHB IT and communications systems to:
- Conduct fraud;
  - Run your own business;
  - View, download, copy, illegally share, process or post information in a way that infringes the relevant content provider's intellectual property rights;
  - Send chain letters, make solicitations for money or gifts, or make personal offers to sell products, for charitable fundraising campaigns, political advocacy efforts, religious efforts, or private non-MHB commercial purposes;
  - Commit "cybercrimes," such as spam attacks, hacking, IT sabotage, spying, and creating or sending viruses;
  - Send malicious rumours or transmit derogatory or indecent materials; and / or
  - Engage in activities that could damage MHB's business or reputation.
- 26.13 If you discover or suspect any actual or potential incident that could compromise the security, integrity, confidentiality, operation or availability of MHB hardware, systems or data, or any disclosure of confidential information, you must immediately contact the ICT Service Desk or other relevant authority. System users are not allowed to attempt to prove a security weakness by engaging in unauthorised activity.
- 26.14 You must use MHB IT and communications systems in a responsible and professional manner consistent with this Code and other MHB IT policies and procedures in effect from time to time, including the MHB Cybersecurity Control Standard which sets out more detailed and comprehensive guidelines for the preservation of information security and the use of the systems, and any relevant social media policies.
- 26.15 MHB may search and monitor your emails and internet usage conducted through MHB IT or communication systems and equipment, subject to the requirements of local laws and regulations. You should not assume that any use of MHB's communications devices or systems is private.
- 26.16 You must safeguard passwords and other means of shielding MHB's information systems from unauthorised access, including by following the password protection protocols established by MHB from time to time.
- 26.17 You must comply with MHB policies and procedures regarding records retention, whether with regard to electronic or hardcopy records, in effect from time to time.
- 26.18 Contractors and other parties authorised by MHB to use MHB computer systems must comply with MHB's IT policies and ICT security baseline procedures in effect from time to time.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### PART II (G): CONDUCT CONTRARY TO DUTY TO SERVE DILIGENTLY

#### 27. OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITIES

27.1 As an MHB employee, you must devote your time and attention to fulfilling your employment obligations to MHB. MHB employees are prohibited from engaging in dual employment, in any capacity (including management, direction or conduct of another enterprise) without the express written permission from your HoD or HR Department.

**Dual employment** refers to an employee holding a full-time position and payroll with one employer and takes on an additional employment with another employer either full-time or part-time.

27.2 Permission for dual employment will only be granted if you can demonstrate to MHB that such activity will not interfere with or compromise the proper performance of your duties or obligations to MHB.

27.3 Any permission granted may be revoked at any time at MHB's sole discretion without providing any reason. In such cases, MHB will be deemed fully indemnified by you and will not be held liable for any consequences resulting from the withdrawal of the permission.

#### Gainful Activity

27.4 MHB employees may take up other gainful activities or be involved in any outside business activities. If you are already engaged in any other gainful activity or involved, either directly or indirectly, in the management or business activities of any other companies, firms, corporations, or other business activities, you must disclose this to MHB through your HoD or HR department.

**Gainful activity** shall mean any activity that is conducted outside of your full-time working hours with MHB that provides monetary gain.

#### Reference Document

- MHB CoBe Guide

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### 28. PUBLIC SERVICE, RECREATIONAL, SPORTS, UNION AND COMMUNITY ACTIVITIES

28.1 Generally, MHB allows you to participate in unpaid voluntary public service, recreational activities, sports and other community activities outside of working hours. Whilst such activities are encouraged, they must not interfere with your duties and responsibilities during normal working hours.

Outside activities include but not limited to the following: -

- a. Voluntary public service: NGO activities.
- b. Recreational activities: hiking, diving.
- c. Sports: marathon, hockey team.
- d. Other community activities.
- e. Local Bodies; RELA, JPA3.
- f. Councils and societies: MAKNA, NASOM.

28.2 If you are invited to serve on local bodies, or as an appointed or elected club official, you must obtain the approval from your HoD in consultation with the HR Department immediately upon being appointed or elected. You must balance these outside activities with your full-time MHB employment and ensure you can satisfactorily manage both responsibilities. At all times, you must ensure that your duties and obligations to MHB, as well as MHB's interests, are not compromised.

28.3 MHB recognises the role of employees who are elected officials of a labour union which has been duly accorded recognition by MHB and their participation in union activities that comply with the relevant labour legislation.

28.4 Charitable donations whether monetary or in-kind, using MHB resources must obtain MHB's prior approval and may not be used to circumvent or avoid any of the provisions of this CoBE (particularly the prohibitions on bribery).

#### Reference Document

- MHB CoBe Guide

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### 29. POLITICAL ACTIVITIES

29.1 MHB does not support political parties or individual politicians and does not take part in political activities or party politics.

However, MHB recognises that employees, in their capacity as citizens, may wish to involve themselves in legitimate political activities. While MHB does not wish to discourage employees from doing so, in order that MHB can avoid involvement or identification with any political party, employees are required to use their off duty time, or annual leave entitlement, subject to prior approval, of such leave application, for such matters and they are not to make any representations that their involvement is on the behalf or with the support of MHB. In any event, an employee shall not accept any appointment as an office holder at the Branch, Division, State or National level of a political party, and the employee is to reject such appointment.

29.2 To avoid compromising MHB's interests, employees who wish to stand for State, Federal and / or material elections are required to resign from MHB, subject to the requirements of applicable law.

29.3 You must not use your position with MHB to try to influence any other person (whether or not employed by MHB) to make political contributions or to support politicians or their parties in any country.

29.4 You may not make any contribution or incur any expenditure using MHB resources to benefit any political campaign, party or politician in any country.

29.5 MHB facilities, equipment and resources may not be used for any political campaigns or party functions.

29.6 Charitable donations may not be used as a substitute for prohibited political payments or to camouflage bribery.

### 30. PROHIBITION OF ACTION AS EDITOR OF NEWSPAPERS OR ANY FORM OF PUBLICATION

30.1 An employee will not act as the editor, or take part directly or indirectly in the management of any printed or online publication, including newspapers, magazines or journals, except for the following:

- a. Department or staff publications;
- b. Professional publications; and
- c. Publications of non-political or voluntary organisations

Approval shall be obtained from HoD in consultation with HR Department.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### 31. PARTICIPATION IN MEDIA

- 31.1 An employee may participate in any form of advertisement or broadcasting whether in the newspapers, magazines, radio or television or any other media, with proper approval from MHB.
- 31.2 MHB encourages employees to contribute literary or academic articles to any publications (for example newspapers, magazines or journals), provided that prior written permission from MHB is obtained.
- 31.3 Employees shall be mindful and adhere to the following at all times:
- a. To not disclose MHB's confidential information on their personal social media accounts or on any other accounts such as through comments.
  - b. To be mindful of the copyright, trademark and intellectual property rights of MHB and other organisations or individuals.
  - c. To protect MHB's brand and reputation, and to observe principles of integrity and professionalism when publishing content to MHB.
  - d. To not make any statement on behalf of MHB unless he or she is the designated or assigned (authorised) spokesperson.

All employees are responsible for their posting on social media, whether relating to MHB or otherwise. Should any of the social media activities be found and deemed to have any negative impact to MHB's image and reputation, MHB has the right to take the necessary disciplinary action.

## PART II : DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

### PART II (H): DISCLOSURE DUTIES

#### 32. YOUR DUTY TO REPORT BREACHES AND VIOLATIONS

- 32.1 If you become aware of a breach or potential breach of this CoBE, or violation of other MHB policies or other legal requirements, you must forthwith report the same, in writing, to the HoD or HR Department or your MHB contact person.
- 32.2 You may also disclose any alleged or suspected improper conduct using the procedures provided for in the MHB Whistleblowing Policy as adopted for your jurisdiction.
- 32.3 If you make a report or disclosure as stated above in good faith, belief, without malicious intent, that a breach or violation as aforesaid may have occurred or about to occur, you will not be penalised or subject to any form of victimisation or retaliatory action notwithstanding that, after investigation, it is shown that you were mistaken. Any form of reprisal by a person subject to this CoBE against another person who in good faith and without malicious intent has made a report or disclosure as stated above is forbidden and will itself be regarded as serious misconduct rendering the person engaged in the reprisal liable for disciplinary action. This includes blatant actions, such as firing, transferring, demoting or publicly attacking someone, and more subtle retaliation, such as avoiding someone, leaving him or her out of professional or social activities, and so on.
- 32.4 The provisions of this Section 32 are not intended to invalidate grievance procedures and / or disciplinary action processes and procedures at your group company and are subject to the procedures and restrictions in force for your jurisdiction.

#### Reference Documents

- MHB CoBe Guide
- MHB Whistleblowing Policy

#### 33. DISCLOSURE OF OVERPAYMENTS

If you find that you have received overpayments of salary, allowances, expenses, claims or other compensation, or benefits more than your entitlements, you must immediately inform your immediate superior and the department responsible for such payments or benefits and then forthwith refund any such overpayments to MHB. Should you fail to refund, MHB shall have the right to recover such overpayments from you.

PART III  
**WORKPLACE CULTURE AND  
ENVIRONMENT**



# PART III : WORKPLACE CULTURE AND ENVIRONMENT

## 1. SIGNIFICANCE OF SAFE, SECURE AND CONDUCTIVE WORKPLACE ENVIRONMENT

MHB is committed to providing, in collaboration with you, a safe, secure and conducive workplace culture and environment, where the values of mutual and reciprocal respect, trust and confidence are upheld and actively promoted.

### Reference Document

- MHB CoBe Guide

## 2. UNLAWFUL DISCRIMINATION

- 2.1 MHB will not tolerate unlawful discrimination in the workplace or on the job.
- 2.2 You must comply with laws in your local jurisdiction that prohibit workplace discrimination.
- 2.3 MHB does not discriminate against any individual in their employment or hiring practices. This includes discrimination based on race, ethnicity, colour, age, gender, gender identity or expression, sexual orientation, political beliefs, citizenship, national origin, religion, disability, parental status, economic / class status, or characteristic that is not related to the individual's merit or requirement of the job position he / she is applying for.

## 3. SUSTAINABLE DEVELOPMENT

- 3.1 MHB is committed to sustainable development in order to help meet the world's growing energy needs through economical, environmental and socially responsible efforts.
- 3.2 You should aim to create lasting social benefits; safeguard the health and safety of employees, contractors and neighbours; minimise disruptions to the community; lower emissions; minimise impact on ecosystems and biodiversity; and use energy, water and other resources more efficiently.

## PART III : WORKPLACE CULTURE AND ENVIRONMENT

### 4. DRESS CODE

All employees should be neatly, appropriately and decently attired during office working hours. All employees should comply with more specific rules concerning attire provided by the respective HR Department.

#### Reference Document

- MHB CoBe Guide

### 5. SEXUAL HARRASSMENT

- 5.1 The promotion of employees' physical, emotional and psychological well-being is an important objective of MHB. In line with this, MHB is committed to providing a conducive working environment that ensures your right to protection from all forms of sexual harassment as well as unsolicited or unwarranted sexual overtures and advances.
- 5.2 The act of sexual harassment, including unsolicited and unwarranted sexual overtures and advances, will be treated as misconduct.
- 5.3 For the purpose of this Section 5, "sexual harassment" means:

Any unwanted or unwelcomed or unsolicited or unreciprocated conduct of a sexual nature that results in verbal, non-verbal, visual, psychological or physical harassment to the recipient:

- a. That, on reasonable grounds, might be perceived by the recipient as placing a condition of a sexual nature on his / her employment; and / or
- b. That, on reasonable grounds, might be perceived by the recipient as an offence or humiliation, or a threat to his / her well-being.

Sexual harassment in workplace also includes incidents occurring outside the workplace that arise from employment responsibilities or relationships. Situations where employment-related sexual harassment may occur include, but are not limited to:

- At work-related social functions;
- In the course of work assignments outside the workplace;
- At work-related conferences or training sessions;
- During work-related travel;
- Over the phone; and
- Through electronic media.

## PART III : WORKPLACE CULTURE AND ENVIRONMENT

### 6. NON-BUSINESS WORKPLACE RELATIONSHIPS

- 6.1 When employees engage in relationships that go beyond professional relationships and social friendships, such relationships may lead to conflicts of interest and create opportunities for exploitation, favouritism or bias. Such relationships can also undermine core values, such as respect and trust amongst staff, and impact the reputation and integrity of MHB. These relationships can cause disaffection, disharmony and significant difficulties for the parties concerned as well as for other employees of MHB. Under the circumstances, such relationships are discouraged. Your terms of employment may impose additional requirements regarding workplace relationships.
- 6.2 A fundamental conflict of interest arises when you manage someone with whom you have a family, romantic or intimate relationship. Even if you act appropriately, your relationship may be seen as influencing your judgment. Therefore, as an MHB employee or director, you may not supervise, directly or indirectly, any employee with whom you have such a relationship without notifying in writing to your HoD in consultation with the HR Department (or, in the case of directors, the relevant company secretary).

### 7. OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT

- 7.1 MHB is committed to providing a safe and healthy workplace for all employees working at its facilities and minimising the impact of its operations on the environment.
- 7.2 Everyone on MHB's premises must conscientiously and diligently comply with all health, safety & environment (HSE) requirements, measures, work rules and standard operating procedures set out in manuals, handbooks and documents issued by MHB, as amended and updated from time-to-time and all applicable laws and regulations.

In addition, everyone on MHB's premises must strive to reduce, reuse, recycle and recover waste by adopting industry good practice.

## PART III : WORKPLACE CULTURE AND ENVIRONMENT

### 8. SUBSTANCE MISUSE (DRUG AND ALCOHOL ABUSE)

- 8.1 Substance misuse (as defined in item 8.3) can impair work performance and pose a threat to HSE. Therefore, MHB policy prohibits the unauthorised consumption, possession, distribution, purchase or sale of any substance of misuse within its premises or during business activities, as well as being under the influence of any such substance while working. All persons covered by this CoBE must diligently observe and comply with MHB's policies and procedures on substance misuse, which are updated from time to time and available through the Corporate HSSE Division. The consumption of legally prescribed psychoactive drugs is permitted for the treatment of identified illnesses, subject to prior approval by MHB management with authority over the relevant premises or activity.
- 8.2 To ensure adherence to this policy, MHB may conduct unannounced testing and searches for substances of misuse in accordance with its policies and subject to the requirements of applicable laws. Any persons covered by this CoBE who are found in unauthorised possession of any substance of misuse or test positive for any substance of misuse will be considered to have committed misconduct, potentially leading to disciplinary action, including termination. Subject to local laws in the jurisdiction of operation, employees are required to consent to testing and searches conducted by any persons or laboratory authorised by MHB by signing relevant documents issued by MHB. Additionally, employees must consent to the release of the results to MHB.
- 8.3 Under this CoBE, "substance of misuse" includes any illegal drugs, alcoholic beverages containing ethanol, legal psychoactive drugs obtained or used without legal prescription, and legally prescribed psychoactive drugs consumed beyond their therapeutic or prescribed uses.
- 8.4 All third parties performing work for or on behalf of MHB and any other persons on MHB's premises are required to demonstrate that substance misuse control programmes are part of their HSE management. This ensures that substance misuse among their employees is adequately controlled and meets MHB's standards.

## PART III : WORKPLACE CULTURE AND ENVIRONMENT

### 9. BORROWING MONEY

- 9.1 You must not, under any circumstances, borrow or request to borrow money from, or lend money to your subordinate, MHB contractors, subcontractors, vendors, consultants or suppliers or any other entity that have dealings with MHB.
- 9.2 Subject to the above and any restrictions set out in a Country Supplement that are applicable to you, you may borrow money from any person or stand as surety or guarantor for any borrower, provided that you do not in any manner place yourself under any serious obligation to any person:
  - a. Who is, directly or indirectly, subject to your official authority; or
  - b. With whom you have or are likely to have official dealings.

### 10. WORKPLACE BULLYING AND HARASSMENT

- 10.1 MHB will not tolerate workplace bullying and harassment in the workplace or on the job.
- 10.2 Workplace bullying is defined as persistent, offensive, abusive, intimidating, or insulting behaviour, which causes the recipient feel upset, threatened, humiliated or vulnerable.
- 10.3 Workplace bullying can be in the form of verbal, physical, social or psychological abuse by another person or group of people at work.
- 10.4 Harassment is any systematic and / or continued unwanted physical, verbal or non-verbal targeting a person based on their marital status, gender, religion or belief, age, race or disability. Such behaviour affects the dignity of anyone at work or creates an intimidating hostile, degrading, humiliating or offensive environment.
- 10.5 Example of Workplace Bullying and Harassment
  - a. Verbal bullying: Slandering, ridiculing or maligning a person or his or her family: persistent name-calling or using that person as a joke that is hurtful, demeaning, insulting or humiliating, abusive and offensive remarks.
  - b. Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
  - c. Gesture bullying: Non-verbal threatening gestures, glances or expressions that can convey threatening messages or hostility.
  - d. Exclusion: Socially or physically excluding, isolating or disregarding a person in work-related activities.
  - e. Cyberbullying.
  - f. Ill-treatment: Using one's position to ill-treat or abuse others.
  - g. Defamation: Humiliating, discrediting or defaming others.

## PART III : WORKPLACE CULTURE AND ENVIRONMENT

### 11. HUMAN RIGHTS

- 11.1 MHB is committed to respecting human rights in all areas of its operations. This commitment applies to all employees and third parties performing work for or on behalf of MHB and any other persons on MHB premises.
- 11.2 You shall not employ child labour and must only hires persons who meet the applicable minimum legal age requirement to work in the country or countries in which you operate.
- 11.3 You shall not engage in or support human trafficking or modern slavery, including forced, bonded, or involuntary labour.
- 11.4 You must participate in all training and briefings required by MHB.

**PART IV**  
**DISCIPLINARY PROCESS**  
**AND SANCTIONS**



# PART IV : DISCIPLINARY PROCESS AND SANCTIONS

## 1. IMPORTANCE OF GOOD CONDUCT AND DISCIPLINE

- 1.1 Maintaining discipline, good conduct and decorum amongst MHB employees is crucial to the smooth operation of the business for the common benefit of MHB and its employees.
- 1.2 The term “misconduct” refers to improper behaviour or actions related to duties or work that are inconsistent with fulfilling obligations to MHB. This includes breaches of discipline or violation of this CoBE as well as the rules and regulations as set out in any handbooks, policies or procedure statements or in any documentation of MHB.
- 1.3 The following constitute acts of misconduct for which a person covered by this CoBE may be liable for disciplinary action, subject to the requirements of applicable law:
  - i. Insubordination.
  - ii. Tardiness.
  - iii. Absenteeism.
  - iv. Violent behaviour or threats of violent behaviour (includes assaults and fighting, whether with employees, clients, contractors, subcontractors or visitors to MHB premises).
  - v. Theft, fraud, misappropriation.
  - vi. Being dishonest or conducting oneself in such a manner as to lay oneself open to suspicion of dishonesty.
  - vii. Encouraging or assisting theft of MHB’s property.
  - viii. Negligence, neglect or dereliction of duty.
  - ix. Sleeping while on duty.
  - x. Deliberate damage to MHB’s property.
  - xi. Leaving the workplace during working hours without appropriate permission.
  - xii. Sexual impropriety at the workplace.
  - xiii. Substance misuse on the job or that affects your performance.
  - xiv. Signing in or signing out attendance for other employees.
  - xv. Sexual harassment.
  - xvi. Workplace bullying and harassment.
  - xvii. Obstructing other employees from performing their duties.
  - xviii. Gambling within the premise of MHB.
  - xix. Non-observance of safety precautions or rules, or interfering or tampering with any safety devices installed in or about the premises of MHB.
  - xx. Engaging in any illegal or unethical practices such as taking or giving bribes or receiving any illegal gratification whether in monetary terms or otherwise.
  - xxi. Engaging in other employment / business whilst in the service of MHB, without the permission of MHB.

## PART IV : DISCIPLINARY PROCESS AND SANCTIONS

- xxii. Any act which could adversely affect the image or reputation of MHB.
- xxiii. Misuse of MHB's computer and telecommunications systems (e.g., excessive accessing of non-work related internet sites (such as social networking websites), accessing of pornographic sites and deliberate tampering with or unauthorised use of computer hardware or software).
- xxiv. Violating laws concerning personal data protection.
- xxv. Taking retaliatory actions against persons in situations where they are protected by the MHB Whistleblowing Policy.
- xxvi. Conducting themselves in a manner that can be reasonably construed as lacking in efficiency.
- xxvii. Breaching any policies or prohibitions set out within this Code.
- xxviii. Taking measures in circumvention of the policies and prohibitions set out in this Code.
- xxix. Failing to observe all laws and regulations applicable to MHB's business and operations.
- xxx. Failing to comply with applicable MHB established policies, rules and procedures, including but not limited to the limits of authority (LOAs).
- xxxi. Conviction of criminal court.
- xxxii. Condonation or failure to take action against any disciplinary issues or misconduct.
- xxxiii. Falsifying, tampering with, or altering any document in the course of employment or submission thereof.
- xxxiv. Providing false declaration before or during employment.
- xxxv. Willful withholding of information i.e. intentionally fails to disclose important information during an investigation by the Company.

1.4 The above list of types of misconduct is not exhaustive and, for the avoidance of doubt, the said list does not limit the definition of misconduct asset out in Section 1.2 of Part IV above.

1.5 Subject to the requirements of applicable law, disciplinary action may be taken against any person covered by this Code for misconduct or for non-compliance with such laws, regulations, rules and procedures.

## 2. DISCIPLINARY PROCESS AND SANCTIONS

Provisions concerning disciplinary procedures and actions relevant to your jurisdiction are set out in a Country Supplement. If no such provisions are set out in such a supplement for your jurisdiction, the standard disciplinary rules and practices for dealing with violations of company policy in your jurisdiction will apply, in every instance subject to the requirements of applicable law. Further information in this regard may be obtained from your HR Department.



**MALAYSIA MARINE AND  
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