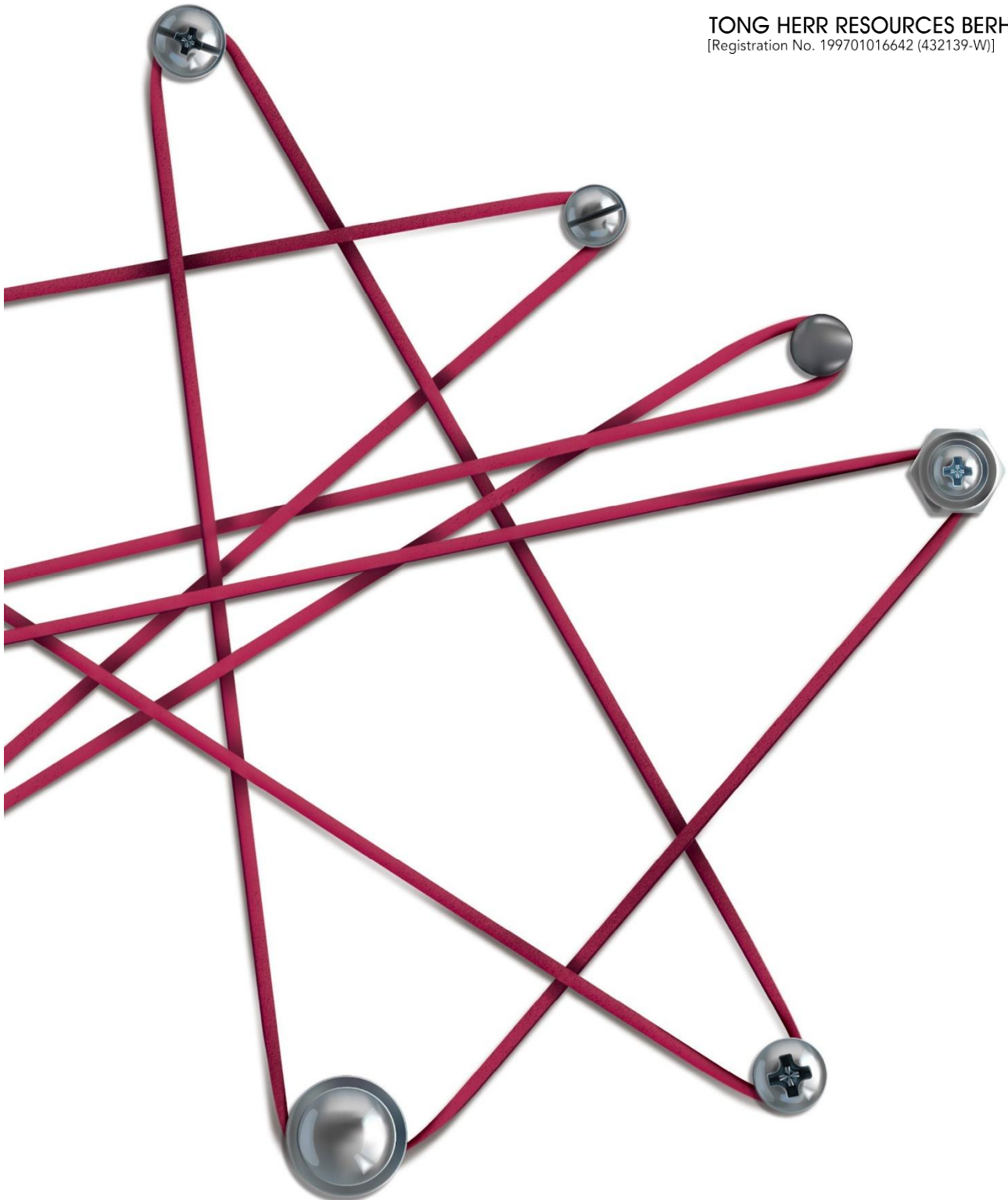




TONG HERR RESOURCES BERHAD
[Registration No. 199701016642 (432139-W)]



Vendor Code of Conduct
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1. Introduction

- 1.1** The Vendor Code of Conduct (VCC) establishes a set of obligations on business and ethical practices, and professional conduct expected of all Vendors engaging or working with the Tong Herr Resources Berhad ("THR" or "the Company"), including its subsidiaries ("the Group").
- 1.2** The VCC shall apply to all contractors, consultants or any person including their employees, agents, suppliers and sub-contractors (representatives). The Group expects the Vendor to comply with the VCC when engaging with the Group and throughout its conduct of business with the Group.
- 1.3** All Vendors are required to sign the "**Declaration of Interest**" (Appendix 1) which is the Vendor's declaration to the Group on any potential or actual conflict of interest at the beginning of the procurement exercise. Appointed Vendors subsequently are required to sign the "**Declaration of Integrity**" (Appendix 2) which is the Vendor's declaration of its compliance to the VCC, the relevant laws and regulations.
- 1.4** Any enquiries relating to this VCC can be forwarded to the Head of Finance by emailing to acct@tong.com.my.

2. Objective

Integrity and Good Ethics

Vendor must be honest in any representation and be committed to the highest standard of ethical conduct and integrity.

Accountability

Vendor must be accountable for services rendered and goods provided and honour their commitment efficiently and timely in accordance with the terms and conditions agreed.

Protection of assets and information

Vendor must not disclose Group 's confidential information or data to any unauthorised party.

Workplace Practices and Culture

Vendor must comply with all applicable laws, regulations relating to work practices and environment.

3. Compliance to VCC

- 3.1** It is the responsibility of the Vendor to ensure that its representatives understand and comply with this VCC. In the event that the Vendor believes that a breach may have occurred or is likely to occur, the Vendor **must report** of such situation to the Group in accordance with paragraph 8.
- 3.2** The Group may require the Vendor to provide further information or attestation in writing of its compliance to VCC from time to time. In this regard, the Vendor must provide the Group with such information as requested.
- 3.3** The Group has the right to take any action that the Group deems fit against the Vendor for breaching the VCC, such as:
- (a) Suspension or termination of contract;
 - (b) Deduction of any amount of money paid or promised to be paid;
 - (c) Requiring the Vendor to substitute any representative who breaches the VCC or acting inconsistent with the VCC; or
 - (d) Disqualify the Vendor from participating in any tender or procurement exercise.
- 3.4** The Vendor must co-operate with the Group in any investigation the Group may conduct in relation to any allegation of inappropriate or unethical behaviour involving the employees or the Vendor's representative pursuant to any business interaction or procurement exercise.

4. Conduct Business with Integrity and Good Ethics

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

(a) Compliance with laws and internal policies

Law

Vendor and its representatives must conduct their business activities in full compliance with the applicable laws and regulations while conducting business with the Group.

Approvals

Vendor and its representatives must obtain all necessary licences and permits to conduct the activities for which they have been contracted by the Group.

Internal Policies

Vendor and its representatives must comply with the relevant internal policies and procedures established by the Group.

(b) Conflict of interest

- (i) Vendor must avoid any act or omission which may give rise to a conflict of interest in the discharge of the Vendor's work in relation to the agreement entered into with the Group.
- (ii) Vendor must not gain any improper advantage or preferential treatment in their relationship or dealing with the Group's employees.
- (iii) Vendor must declare to the Group by submitting **the Declaration of Interest** form in Appendix 1 if it has any family relationship with the Group's employees.
- (iv) Should there be any situation of an actual or potential conflict of interest and/or improper advantage, Vendor **must report** of such situation to the Group in accordance with paragraph 8.

(c) Anti-bribery/corruption

Vendor is prohibited from–

- (i) directly or indirectly soliciting or accepting any form of bribery;
- (ii) being directly or indirectly involved in activities such as extortion or facilitating, requesting for or receiving kick-backs; or
- (iii) offering any gratification of any kind whatsoever to the Group employees and/ or their family members as an inducement or reward in order to obtain any advantage before, during or after the procurement process. This includes gifts, entertainment, special invitations or functions.

Please refer to Tong Herr Group's ABC policy alongside this VCC.

(d) Misrepresentation

Vendor is prohibited from making any misrepresentation including on its capabilities, for the purpose of securing procurement with the Group and with other entities by misrepresenting its capabilities in the services rendered or goods delivered to the Group.

5. Accountability

Vendor must be accountable and honour its commitment in accordance with the terms and conditions of the contract which has been agreed between the Vendor and the Group.

6. Protection of Assets including Information and Intellectual Properties

6.1 Confidentiality Obligation

- (a) Vendor must keep confidential all information made available by the Group for purposes of the procurement (confidential information).
- (b) Vendor must not disclose or share any of the Group's confidential information to any person without first, obtaining the Group's prior consent in writing.
- (c) Vendor must not disclose the Group's confidential information for any purpose except to the extent necessary to exercise its rights and perform its obligations for the procurement.
- (d) Vendor must have appropriate controls, policies and procedures in place to protect Group's confidential information and prevent any information leakage.
- (e) Vendor must use reasonable endeavor to ensure that its representatives comply with the obligation of the confidentiality.
- (f) Vendor's obligation of confidentiality shall survive even after the termination or expiration of the engagement period.

6.2 Data Protection

Vendor must comply with the relevant laws and Group's policies in relation to protection of personal privacy, including personal data.

6.3 Protection of Intellectual Property

- (a) Vendor must respect all intellectual property (IP) rights. Any transfer of technology and know-how must be done in a manner that protects intellectual property right.
- (b) Vendor must only use software and technology which have been legitimately acquired and licensed, in accordance with their respective terms of use or licence.
- (c) Vendor must comply with IP rights of the Group and all other relevant third parties. The Group views infringement of its IP seriously and will take necessary legal action to protect its IP rights.

6.4 Restriction on making public statement and giving of reference

Vendor is prohibited from making or circulating any public statement on content related to the business or affairs of the Group including making reference of the Group's name for marketing purposes, unless prior approval is obtained.

7. Workplace practices and culture

Vendor must comply with all applicable laws, regulations and the Group's policies relating to work practices and environment including the following:

(a) Professional workplace environment and employment practices

- (i) Vendor must behave and dress in a professional manner that reflects the Group's professional image at all times when dealing with the Group at the Group's premises.
- (ii) The Group does not tolerate harsh, inhumane treatment of any of the Group or the Vendor's employees, child labour, any form of discrimination and any substance abuse on the Group's premises or during the performance of the Vendor's contractual obligation.
- (iii) Vendor must use the Group's infrastructures and facilities responsibly at all times.

(b) Security and Access

- (i) Vendor must provide sufficient information to the Group for the purpose of security vetting of its representative and comply with all reasonable requests for further documents or information.
- (ii) Vendor must display the Group's gate pass at all times while on the Group's premises
- (iii) Vendor and its representatives are only permitted to access areas for which they have been authorised to access and which are necessary for the performance of their work or services.

(c) Environmental practices

Vendor should comply with all existing legislation and regulations regarding environmental protection. The Group encourages and supports Vendors that implements effective and innovative environmental policies such as:

- (i) Minimisation of waste;
- (ii) Recycling practices both at Vendor's premises as well as at client location;
- (iii) Proper disposal of hazardous materials;
- (iv) Use of non-toxic chemicals;
- (v) Responsible use of natural resource; and
- (vi) Sustainable practices.

8. Whistleblowing or reporting of potential breach

Any party or Vendor with knowledge of a potential or questionable breach of this VCC should raise those concerns in confidence via email to whistleblower@tong.com.my

DECLARATION OF INTEREST TO TONG HERR RESOURCES BERHAD AND ITS SUBSIDIARIES

1. This declaration of interest is made to the Tong Herr Resources Berhad ("THR" or "the Company"), including its subsidiaries ("the Group") pursuant to [Type of Contracts/ Services Being Procured].
2. I/We _____ <individual name/company name >,
_____ <NRIC/Company Registration No.> declare and confirm the following:
 - (a) ☐ Our shareholders/directors/personnel holding key management function and their close family members¹ do not have any relationship with any employees of the Group or members of the Board of Commission; or
 - (b) ☐ The following shareholders/directors/personnel holding key management function has a relationship with an employee of the Group or members of the Board of Commission, by virtue of their close family members position. Details are provided below:

No	Name	Relationship with the Vendor	Relationship with Group
 - (c) I/We, including our shareholders/directors/personnel holding key management functions and their close family members do not have any interest that could be in conflict with my/our work with the Group;
 - (d) For the duration of the engagement that I/we enter with the Group, I/we shall not do any act or commit any omission which may give rise to a conflict of interest in the discharge of my/our work in relation to the engagement entered into with the Group;
 - (e) I/We agree to be bound by the Group's Vendor Code of Conduct and warrants that no conflict of interest exists or likely to arise in the performance of its obligations under the engagement;
 - (f) I/We declare and affirm that the contents of this declaration are true and correct.
3. In the event that a situation of an actual or potential conflict of interest arises after the date of this declaration, I/we shall immediately disclose to the Group. Upon such disclosure, I/we agree that the Group may take any action as it deems fit with regard to the [Name of Vendor]'s existing or potential dealings, arrangements or agreements with the Group.

¹ Close family members refers to spouse, children and their spouses, parents, siblings, in-laws and siblings, spouse and their children

4. I/We acknowledge that the obligations in this declaration shall commence from the procurement exercise and survive throughout the engagement, including the termination and expiration of the engagement.

Acknowledgment of acceptance to the Declaration of Interest by:

Signature:

Name of Company's representative:

Designation:

Date:

Witness signature:

Name of Witness:

NRIC:

Date:

DECLARATION OF INTEGRITY TO TONG HERR RESOURCES BERHAD AND ITS SUBSIDIARIES

1. This declaration of integrity is made to the Tong Herr Resources Berhad ("THR" or "the Company"), including its subsidiaries ("the Group") pursuant to the [Title of Agreement] (Agreement) signed between [Name of Vendor][Company No.] (Company) and the Group on [Date of Agreement].
2. _____ [Name of Vendor] declare that it has read and fully understood the contents of the Group's Vendor Code of Conduct (VCC) and acknowledge that:
 - (a) The VCC forms part of the Agreement and is binding on the Company and/or its personnel; and
 - (b) The VCC may be amended by the Group from time to time as may be notified to the Company by the Group.
3. In line with the agreement and the VCC, the [Name of Vendor] declares that [Name of Vendor] and its representatives shall:
 - (a) Comply with relevant laws, rules and regulations as well as the Group's policies, internal procedures before, during and after the duration of the agreement;
 - (b) Exercise reasonable care and due diligence to avoid any situations of potential and/ or actual conflicts of interests;
 - (c) Promptly inform the Group in writing of an actual or potential conflict of interest situation;
 - (d) Not gain improper advantage or preferential treatment in their relationship with the Group's employees or members of the Board of Commission;
 - (e) Inform the Group of the Vendor's relationship with the Group's employees or members of the Board of Commission, upon having knowledge of existence of any relationship, which may influence the objectivity of the Vendor's business conduct with the Group;
 - (f) Not make any misrepresentation of its capabilities in order to gain the Group's procurement or during its delivery of goods and services to the Group;
 - (g) Operate in a professional manner in the course of its dealings with the Group and while on the Group's premise; and
 - (h) Comply with the Group's security policies and procedures while providing services at the Group's premises.
4. The Vendor shall promptly inform the Group of any breach or alleged or suspected breach of the Agreement, including the VCC and cooperate with the Group in any investigation of such breach involving the Vendor's representatives or the Group's employees.

5. The Vendor acknowledges that the Group has the right to take any action as it deems fit if the Company or its representative is found to have breached any requirements in the Agreement, VCC or any other terms and conditions imposed pursuant to the Agreement. Such actions include:
- (a) Suspension or termination of contract;
 - (b) Deduction of any amount of money paid or promised to be paid;
 - (c) Requiring the Vendor to substitute any representative who breaches the VCC or acting inconsistent with the VCC; or
 - (d) Disqualify the Vendor from participating in any tender or procurement exercise.
6. If there are any individuals, including any employee of the Group who solicit, receive or agree to receive any gratification of any kind whatsoever for himself or for other persons on the account of those individuals doing or forbearing to do anything in respect of any matter related to the procurement, [Name of Vendor] shall raise this matter via email to whistleblower@tong.com.my
7. [Name of Vendor] acknowledges that the obligations in this declaration shall commence from the procurement exercise and survive throughout the Agreement, including the termination and expiration of the Agreement.

Acknowledgment of acceptance to the Declaration of Integrity by:

Signature:
Name of Company's representative:
Designation:

Witness signature:
Name of Witness:
NRIC:
Date: