



**CORPORATE GOVERNANCE**

**CODE OF CONDUCT & BUSINESS ETHICS**

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## **1 INTRODUCTION**

This Code emphasizes and advances the principles of discipline, good conduct, professionalism, loyalty, integrity and cohesiveness that are critical to the success and well-being of Sedania Innovator Berhad and its subsidiary ("**Group**"). This Code is part of the the Group's overall corporate enhancement programme. It reflects the increasing need for effective corporate governance compliance measures in the conduct of the Group's business domestically and worldwide.

Your compliance with and support for the letter and spirit of this Code is vital to the Group's continued success. Your failure to comply may have severe consequences for the Group and may result in disciplinary action against you.

In the event of any doubts or questions concerning the application or interpretation of this Code, please seek advice from your Head of Department, Human Resource Department or Legal Department.

## **2 CORE VALUES AND CULTURE**

### **2.1 Application**

**2.1.1** This Code of Conduct & Business Ethics (the "Code" or "CoBE") is intended to apply to every employee of the Group. It is also intended to apply to every director (executive and non-executive) for those companies, except as otherwise stated in this Code. Joint venture companies in which the Group is a non-controlling co-venturer and associated companies are encouraged to adopt these or similar principles and standards.

**2.1.2** Although this Code is specifically written for the Group's employees and directors, the Group expects that agents, partners, associates and others performing work or services for or on behalf of the Group will comply with it in relevant part when performing such work or services. Failure by an agent partners and associates to comply with the principles and standards set out in this Code may result in the termination of the non-complying party's relationship with the Group and other adverse consequences.

**2.1.3** Where this Code calls for a report to the Group's unit or official, agents, partners, associates or other service providers may, in lieu of contacting such unit or official, instead contact the Human Resource Department of the Group. Where this Code calls for a report to a Head of Department or the head of an operating unit to be made by a director of the Group, the report may instead be made to the company secretary for the relevant company.

**2.1.4** This Code is prepared in English, and may appear in other languages. In the event of a conflict, the English version will govern.

**2.1.5** If a law conflicts with a rule or policy set out in this Code, you should comply with the law. If you perceive that a provision of this Code conflicts with the law in your jurisdiction, you should consult with your Head of Department or Human Resource Department, rather than disregard the Code without consultation. However, if a local custom or policy conflicts with this Code, you are called upon to comply with this Code. If you have any questions about any of these conflicts, please consult your Head of Department or Human Resource Department.

**2.1.6** The provisions of this Code may be amended or waived by the Group from time-to-time in the Group's sole discretion. The Group expects that waivers would only be

granted in exceptional circumstances and then only in keeping with applicable law and the Group's policies and procedures. The provisions of this Code may be supplemented or modified for your jurisdiction through local guidelines. 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. In some jurisdictions, this Code may be implemented through a Staff Handbook or similar manual or document, which may address additional matters beyond the scope of this Code.

**2.1.7** This Code 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 policies and procedures that apply to you as a result of your role with the Group. This Code does not constitute legal advice.

## **2.2 Corporate Values and Culture**

**2.2.1** The Group is committed to the highest standards of integrity, openness and accountability in the conduct of the Group's business and operations. The Group seeks to conduct its affairs in an ethical, responsible and transparent manner.

**2.2.2** As an employee in the Group, you have a duty to serve the Group with good faith, fidelity, diligence and integrity. You are required to act in the best interests of the Group and to refrain from engaging in conduct or activities which may adversely affect the best interests of the Group. You are at all times required to:

- conscientiously maintain the highest degree of integrity,
- always exercise proper care and judgment,
- avoid conflicts of interest, and
- refrain from taking advantage of your position or exercising your authority to further your own personal interest at the expense of the Group.

**2.2.3** The Group expects that, throughout your time of service as an employee of the Group, you will:

- a) strive towards a high standard of professionalism;
- b) give your undivided loyalty and devotion to SEDANIA INNOVATOR at all times 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 the individual;
- e) uphold the duty of care for the interests and reputation of SEDANIA INNOVATOR;
- f) display a high sense of discipline, cooperativeness and diligence in carrying out your duties;
- g) act consistently to maintain SEDANIA INNOVATOR's confidence and trust in you;
- h) promote creativity and new approaches in the course of carrying out your work; and
- i) comply with applicable laws, regulations and SEDANIA INNOVATOR's policies and procedures.

## **2.3 Definitions**

**2.3.1** 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.

- 2.3.2** References to “you” in this Code refer to any person to whom this Code applies. Where more specific references are used (such as “employee”), the more specific reference is intended.
- 2.3.3** For purposes of this Code, the term “family/household” includes your spouse(s), children (including stepchildren and adopted children), parents, step-parents, siblings, stepsiblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins, as well as other persons who are members of your household.
- 2.3.4** For purposes of this Code, the term “employee” means any person who is in the employment of SEDANIA INNOVATOR including but not limited to executives, non-executives, secretaries, secondees and individuals on direct hire.

### **3 DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY**

#### **3.1 Duty Regarding Avoidance of Conflict of Interest**

- 3.1.1** A conflict of interest arises in any situation in which an individual is in a position to take advantage of his or her role at the Group for his or her personal benefit, including the benefit of his or her family and friends. A conflict of interest can make it difficult for an individual to fulfill his or her duties impartially and correctly. 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. 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 the Group. You must therefore avoid conflicts of interest between your personal dealings and your duties and responsibilities in the conduct of the Group's business. In particular, the use of the Group office position, confidential information, assets and other resources for personal gain, or for the advantage of others with whom you are associated, is prohibited.
- 3.1.2** 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 the Group;
  - b) when you are in a position to influence decisions that are to be made by the Group with respect to dealings with a business, enterprise or entity owned or partially owned by you, your family/ household members, associates or friends; and
  - c) when you compete with or against the Group.
- 3.1.3** In certain instances, a conflict of interest that has been fully disclosed to the Group may be tolerated by the Group (for example, because measures are taken to ensure that it poses no risks to the Group). Any conflict situations should be cleared with your Human Resource Department (or, in case of directors, with the relevant company secretary). A failure to disclose fully the nature and scope of the conflict of interest may result in disciplinary action against you.

#### **3.2 Involvement in Business Where You and Your Family / Household Have a Direct or Indirect Interest**

- 3.2.1** You, the members of your family/ household and your or their nominees and trustees, and any account or entity over which you or they have influence or control, must not

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") in: -

a) privately held entities which derive any income or receive any payment from contractual or other business arrangements with the Group;

b) privately held entities listed in the Group'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 the Group; 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 the Group.

**3.2.2** 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 will be under a duty, as soon as you become aware of the situation, to inform your Head of Department or your Human Resource Department (or, in the case of directors, the relevant company secretary) in writing of the circumstances. You must then consult with the Group concerning the most appropriate way of preventing or overcoming the conflict of interest. Following such consultation, the Group may give such instructions to you as it deems appropriate, which may include requiring you or other persons to dispose of the Equity in such entities.

### **3.3 Illustrative Examples of Where Conflict of Interest Arises and You Are a Party to Decision-Making**

**3.3.1** 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 the Group lists of registered firms or which have contractual or supply arrangements with the Group, and you are involved in any decision making by the Group relating to, or have dealings (whether directly or indirectly) with, such entities in the course of your duties with the Group.

**3.3.2** You will also be in a conflict of interest situation when you are involved or expect to be involved in the hiring, supervision, management or career planning in respect of any of your relatives at the Group.

**3.3.3** When such a conflict of interest situation becomes known to you, unless otherwise instructed by the Group, you will abstain from participating in any Group decision-making or deliberations involving the entity or person and also avoid doing anything which could influence the decisions on such dealings, and will report such conflict of interest to your Human Resource Department (or, in the case of directors, the relevant company secretary) promptly. Following such report, the Group will give such instructions to you as it deems appropriate, which you must then need.

**3.3.4** You may be asked to serve on the board of directors of another organization and this can, in some cases, raise a conflict of interest or a legal issue, even if the service is voluntary and unpaid. Before a Group's employee accepts a position as a board member outside of the Group, he or she should always obtain approval from his or her Human Resource Department.

### **3.4 Disclosures Giving Undue Advantage to Third Parties**

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

### **3.5 Personal Transactions With The Group's Clients**

**3.5.1** You may not, directly or indirectly, enter into transactions or dealings for the supply or purchase of any services from any of the Group's clients with whom you have or are likely to have official dealings on behalf of the Group, other than transactions or dealings on such terms as are freely available to the general public.

**3.5.2** If you, despite efforts to avoid transactions or dealings as aforesaid, are constrained nevertheless to act contrary to this prohibition, you must seek through your Head of Department or the head of your operating unit express written permission of the Group management for the conduct of such transactions or dealings, and must not proceed with them until such permission is obtained.

**3.5.3** The granting of the aforesaid permission will be subject to you satisfying the Group that such transactions or dealings are not inconsistent with the due and proper performance of your duties or the fulfillment of your obligation to the Group.

### **3.6 Solicitation, Bribery and Corruption**

**3.6.1** 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 the Group concerning its business and affairs.

**3.6.2** 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 the Group's affairs or business, or for showing favor or forbearing to show disfavor to any party in relation to the Group's affairs or business.

**3.6.3** You may not directly or indirectly offer, promise or give any bribe 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 the Group's affairs or business, or for showing favor or forbearing to show disfavor to the Group in relation to the Group's affairs or business, whether in the form of a facilitation payment, kickback, donation, fee or any other form

**3.6.4** You should satisfy yourself concerning the status and probity of any contractor, subcontractor, agent, consultant, representative or other person who you engage to act for or on behalf of the Group or in relation to the Group's affairs or business, and confirm that the relevant party understands and accepts the Group's policies prohibiting improper solicitation, bribery and corruption. Contractors, sub-contractors,

consultants, agents, representatives and others must comply with such policies when performing work or services for and on behalf of the Group.

**3.6.5** Even the appearance of conduct prohibited by this Section 6, or any other measure that is unethical or that will tarnish the Group's reputation for honesty and integrity, must be avoided. If you are unsure whether an action is permitted, seek guidance before acting.

**3.6.6** If you receive a request for a bribe or if you are offered a bribe, you must report it to your Head of Department or the head of your operating unit.

**3.6.7** 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 need not involve cash or another 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 the Group deals.

### **3.7 Receiving Facilitation Payments**

**3.7.1** 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 Code.

**3.7.2** 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.

### **3.8 Prohibition on Commissions, Discounts and Secret Profits**

**3.8.1** 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 the Group, 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 authorized by the Group's rules, policies or guidelines.

### **3.9 Accounting for Secret Profits or Gains**

**3.9.1** A person subject to this Code 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 or authority with or on behalf of the Group, will immediately disclose such receipt and he/she will be liable to render an account of the same and surrender any benefits and/or payments received to the Group.

### **3.10 Receiving Gifts and Entertainment**

**3.10.1** You are required to comply with the policies and procedures of your Human Resource Department relating to the receipt of gifts and entertainment.

**3.10.2** In no event, however, may you or any of your family/household members accept gifts or entertainment in exchange for an exercise or non-exercise of your authority or otherwise to the detriment of the Group.

### **3.11 Providing Gifts and Entertainment**

**3.11.1** The Group prohibits the giving of entertainment or gifts using the Group resources that are illegal or unduly dangerous, or indecent, sexually oriented or inconsistent with the Group's commitment to mutual respect, or for the purpose of improperly influencing someone to take action in favor of the Group or to refrain from taking action adverse to the Group. No gift of cash may be given. You should not pay for entertainment or a gift personally in order to avoid having to seek pre-approval or to otherwise circumvent the Group's policies.

### **3.12 Public Officials**

**3.12.1** You are prohibited from offering gifts or entertainment other than in accordance with the policies and procedures of your Human Resource Department relating to the giving of gifts and entertainment.

**3.12.2** You are prohibited from offering gifts and entertainment, including travel related expenses, to government officials or their family/household members without permission from your Head of Department or the head of your operating unit in consultation with your legal department.

**3.12.3** You are prohibited from paying for non business travel and hospitality for any government official or his/her family/household members without permission from your Head of Department or the head of your operating unit in consultation with your legal department.

**3.12.4** You must comply with local laws concerning lobbying in any jurisdiction in which the Group engages in lobbying activity. Prior to engaging in lobbying activities, you should obtain guidance from your Head of Department or the head of your operating unit.

**3.12.5** 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 government official or his/her family member will be the indirect beneficiary or recipient, other than as approved by your Head of Department or the head of your operating unit in consultation with your legal department.

**3.12.6** Any agent, contractor, or other representative dealing with government officials on the Group's behalf must be evaluated and must be informed of the provisions of this Code relating to restrictions on bribery and gifts to public officials.

**3.12.7** You may not take action to circumvent the prohibitions in this Section 12. You must 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.

**3.12.8** For purposes of this Code, the term "government official" includes, without limitation, candidates for public office, officials of any political party, and officials of state-owned enterprises other than the Group.

### **3.13 Money Laundering and Counterparty Due Diligence**

**3.13.1** You must conduct appropriate counterparty due diligence to understand the business and background of the Group's prospective business counterparties and to determine the origin and destination of money, property, and services. You must report to your Head of Department or the head of your operating unit (or, if that is not practicable)



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 Head of Department or the head of your operating unit, in consultation with other groups within the Group, generally will be responsible for decisions in this regard.

**3.13.2** In this part, "money laundering" is generally defined as occurring when the criminal origin or nature of money or assets is hidden in legitimate business dealings 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.

**3.13.3** You may not knowingly deal with criminals or the proceeds of a crime.

**3.13.4** The amount, nature, purpose, and provider or recipient of any payment or transfer to or from the Group must be accurately reflected in the books and records of the Group.

**3.13.5** You may not establish bank, securities trading or similar accounts in the name of the Group or for the benefit of the Group without proper authorization from the Finance Department.

### **3.14 Antitrust / Competition Law**

**3.14.1** You must ensure that your actions towards business partners (e.g., customers and suppliers), competitors 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 this regard, you must fully comply with the competition laws of every country in which the Group operates.

**3.14.2** It is the Group's policy that an employee participating in the violation of competition rules will be punished for any misconduct. Any behavior even suggestive of illegal anticompetitive activity is against the Group's policy and any employee engaging in such conduct should expect to face disciplinary action by the Group. In case of doubt concerning the compliance of your activities with competition rules, you must contact your Legal Department or designated internal or external legal counsel.

### **3.15 Export and Import Controls, International Boycotts and Economic Sanctions Programmes**

**3.15.1** The Group 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 authorization from your Head of Department before exporting or importing goods, technology, software, or services across national borders for or on behalf of the Group.

**3.15.2** 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.

**3.15.3** You must not participate in or agree to boycotts of customers, suppliers or jurisdictions without proper authorization from your Head of Department. You should report any request to participate in an international boycott to your Head of Department, as some countries may require that such requests be reported by the Group.

**3.15.4** If you are involved in international business for and on behalf of the Group, you must inform yourself concerning the countries, organizations and persons sanctioned under laws applicable to you or the Group. The sanctions area is complex, so you should consult with your Head of Department or your Legal Department concerning any questions or uncertainties.

**3.15.5** You must comply with the Group's policies and procedures in effect from time-to-time regarding export and import controls, boycotts and economic sanctions programmes.

### **3.16 Responsibility for Assets, Facilities, Resources and Records**

**3.16.1** Insofar as you have possession of or are given access to assets, facilities, resources or records belonging to the Group, that possession or access is provided on the basis of trust and confidence that they are to be used for the furtherance of the interest of the businesses of the Group. 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.

**3.16.2** You are responsible for the safekeeping of all assets, facilities, resources and records belonging to the Group that are provided to you for the performance of your duties. You must diligently give heed to and strictly comply with the policies and procedures of the Group as amended and updated from time-to-time on the use of all assets, facilities, resources and records.

**3.16.3** You must further take all necessary steps to prevent theft, loss, damage to, or misuse of assets, facilities, resources and records belonging to the Group, the occurrence of which should be reported immediately to the Group. Regardless of condition or value, assets, facilities, resources and records belonging to the Group may not be misused, taken, sold, lent, given away or otherwise disposed of, or used for personal purposes, except with the appropriate specific authorization of the Group.

**3.16.4** 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 the Group's approval, and any financial loss suffered by the Group may be recovered from you by way of deduction from your salary or other means. Within the limits of applicable law, the Group may at its discretion take any other action against you considered appropriate by the Group, including reporting you to the public authorities.

**3.16.5** You must also comply with all policies and procedures established from time-to-time concerning the preparation, maintenance and disposal of the Group's books and records.

### **3.17 Internal Controls and Procedures**

**3.17.1** You must comply with all policies and procedures established from time-to-time to safeguard and support the integrity and accuracy of the Group's books and records and financial reporting. In this regard, you must not, for example: -

a) conceal, alter, destroy or otherwise modify the Group's records or documents other than in accordance with established, ordinary course procedures (and in no case impede or frustrate an investigation or audit or conceal or misstate information);

b) intentionally make a false or misleading entry in a record, report, file or claim

(including travel and entertainment expense reports);

c) establish accounts, companies or arrangements to circumvent or frustrate the Group's controls, policies or procedures;

d) fail to cooperate fully and truthfully with internal and external audits authorized by the Group; or

e) engage in any scheme to defraud anyone of money, property or honest services.

**3.17.2** You must also comply with all policies and procedures established from time-to-time concerning the preparation, maintenance and disposal of the Group's financial books and records.

### **3.18 Confidentiality Obligations**

**3.18.1** The business affairs and records of the Group comprising business, technical, financial, legal, personnel and contractual records and documents comprising telegrams, e-mails, letters, maps, reports, drawings, calculations, specifications, formulae, forms, licenses, agreements or other documents or computer software or files of whatever nature and information as to formulae, processes and manufacturing methods are all confidential information belonging to the Group. Such confidential information is strictly private and confidential and may not be utilized, discussed with, divulged to or disclosed to persons inside or outside the Group, except by persons authorized to do so. All necessary precautions are to be taken by you with respect to the confidentiality of such confidential information.

**3.18.2** You may not, either during or after your employment or engagement, disclose, divulge or utilize without appropriate authorization any such confidential information which may have come to your knowledge during your employment or engagement under any previous contract of service with the Group and you must, both during and after your employment or engagement, take all reasonable precautions to keep all such confidential information secret.

**3.18.3** Except so far as may be necessary for the purpose of performing your duties you may not, without the consent of the Group, retain or make originals or copies of such confidential information or notices thereof, nor retain samples of specimens in which the Group may be or may have been interested and which have come into your possession by reason of your employment or engagement. If on termination of your employment or engagement you are in possession of any confidential information or any such samples or specimens as aforesaid, you will deliver forthwith the same on or before the date of cessation of your employment/ engagement to the Group without being asked, except insofar as consent to retain them has been given to you by the Group.

**3.18.4** In the course of your relationship with the Group, you may have established contacts and relationships with the Group's vendors, suppliers, contractors, principals and other business partners. You will not at any time during your relationship with the Group, or for a period of two years after the cessation of your relationship with the Group, whether by resignation or otherwise, make use of business opportunities arising from your relationship with the Group or cause or attempt to cause the diversion of such business opportunity from being exploited by the Group or cause or attempt to cause the termination of contracts, agencies or other business relationships of the Group without first obtaining the prior consent of the Group.

**3.18.5** You will not at any time, after the cessation of your tenure with the Group, whether by resignation or otherwise, use the Group's confidential information in breach of your post-tenure obligations to maintain the confidence of such confidential information.

**3.18.6** While the Group may hire persons who have knowledge and experience in various technical areas, you must not on behalf or for the benefit of the Group employ people as a means of gaining access to the trade secrets and other sensitive proprietary information of others.

### **3.19 Data Protection**

**3.19.1** You must comply with the Group's policies and applicable laws concerning the protection of personal privacy, including the protection of personal data.

### **3.20 Insider Dealing**

**3.20.1** You must protect the confidential business information of the Group 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.

**3.20.2** 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. In particular, you must not deal in the securities of the Group (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 the Group 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 make reference to those types of information.

**3.20.3** 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.

### **3.21 Investments and Computer Programmes**

**3.21.1** The Group encourages you to be inventive and innovative. Such inventiveness and innovation are part of the normal duties owed by you to the Group.

**3.21.2** Subject to the requirements of applicable law, the ownership of inventions, computer programmes or results of technological research made by you or to which you have contributed whilst working for the Group or in the course of discharging your duties or employing the Group resources, data and/or time, will be vested with the Group. Nevertheless, subject to the requirements of applicable law, the Group may reward you as it may deem appropriate, in its discretion.

**3.21.3** Further to Section 3.21.2 above, you may not file for any trademarks, patents or registered designs or claim copyright in your own name for or in such inventions, computer programmes or results of technological research.

- 3.21.4** You may not, without the written consent of the Group, disclose such inventions, computer programmes or results of technological research or any information relating thereto to any person whomsoever except to the Group and its duly authorized agents.
- 3.21.5** Without prejudice to its rights under this Section, the Group is prepared, in special cases, to consider requests from you for permission to publish original papers, in an appropriate form, whenever in the opinion of the Group the subject matter thereof is considered to be of benefit to the community and its disclosure will not be disadvantageous to the Group.
- 3.21.6** In this Section, the term "invention" includes any new or improved substance, material, plant machinery or apparatus produced or capable of being produced by manufacture, any new or improved method or process of manufacturing or of testing or of sampling, and any discovery in a field of science or applied technology.
- 3.21.7** Further, the term "computer programme" includes any computer programmes, software, scripts, or other computer instructions that relate to any business and processes of the Group.

### **3.22 Third Party Intellectual Property**

- 3.22.1** You must comply with all laws, regulations and contractual obligations regarding the valid intellectual property rights of other parties, including patents, copyrights, trade secrets and other proprietary information. You may not knowingly infringe on the protected intellectual property rights of other parties.

### **3.23 Publication of Materials**

- 3.23.1** Except with the written permission of the Group, you will not publish or write any books or other works which are based on the Group's confidential information as described in Section 3.18.1.

- 3.23.2** If permission is granted, it will be subject to the following conditions:

a) the proposed publication will not be published in such a way as to state or imply that it has received official support or backing or sponsorship from the Group; and

b) the proposed publication will not, under any circumstances, bear the words "the Group approved publication" or words to that effect, however phrased, that could be construed to suggest that the publication has been agreed to or approved by the Group.

- 3.23.3** Certain categories of employees (e.g., certain engineers and technologists) in the Group specialist programme are not subject to the conditions described in Section 3.22.2, but permission for the publication of books, articles, journals, presentation material or other works based on the Group's confidential information is still required to be obtained from their relevant Head of Department or Managing Director or Executive Director. Questions in this regard may be directed to your Head of Department or the head of your operating unit.

### **3.24 Making of Public Statements**

**3.24.1** Irrespective of 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 the policies or decisions of the Group or discuss publicly any measure taken by the Group or any official matter taken or carried out by you, unless you are duly appointed or authorized to make such statement on behalf of the Group.

**3.24.2** You will not, either orally or in writing or in any other form (unless you are appointed or authorized as aforesaid), make any public statement or comment on any matter relating to the work of the department or organization in which you are or were employed, or relating to any organization with which the Group has dealings: -

a) where such statement or comment may reasonably be regarded as indicative of the policy of the Group; or

b) where such statement or comment may embarrass or is likely to embarrass the Group; or

c) where such statement or comment may compromise the interests and reputation of the Group.

**3.24.3** In this Section, "public statement" or "discuss publicly" includes the making of any statement or comment to the press, magazines, periodicals or the public or in the course of 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.

### **3.25 Giving of Reference**

**3.25.1** Save insofar as required in the course of normal business, you may only give reference in a Non-Group capacity, and no use will be made of the Group's name or stationery with the Group's logo or any corporate identifier. Where a reference is provided on a Non-Group basis, you are duty bound to inform the party who seeks your reference that your reference is given strictly in that Non-Group capacity.

### **3.26 Social Media / Information Technology and Systems**

**3.26.1** You must not upload, download, send or otherwise access or store pornography or other indecent or offensive material using the Group premises, equipment or systems. Sending or forwarding obscene, libelous, defamatory, offensive or racist remarks is strictly prohibited. If you receive materials of this nature, you must promptly notify the Group management.

**3.26.2** 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.

**3.26.3** The Group IT and communications systems are to be used for the Group work and business purposes only.

**3.26.4** You must not send personal e-mails using the Group e-stationery or displaying the Group headers or footers, or otherwise suggesting that such communications are authorized by the Group.

- 3.26.5** You must not use personal e-mail addresses and services to send or receive the Group confidential information. Similarly, you must not allow automatic forwarding of electronic mail to external mail addresses.
- 3.26.6** You must not disable or circumvent the Group IT security measures.
- 3.26.7** When using the Group IT and communications systems, conducting the Group's business or acting for the Group's benefit, you must not deliberately conceal or misrepresent your identity. You should not send e-mail messages using another person's e-mail account unless you have proper authorization from the owner of the e-mail account.
- 3.26.8** You may not forge or attempt to forge e-mail messages
- 3.26.9** You should not send or forward unsolicited e-mail messages.
- 3.26.10** 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).
- 3.26.11** The installation of third party software in or connection of hardware to the Group IT systems or equipment without the prior approval of your Head of Department is prohibited.
- 3.26.12** You must not employ the Group IT and communications systems to:
- a) conduct fraud;
  - b) run your own business;
  - c) view, download, copy, illegally share, process or post information in a way that infringes the relevant content provider's intellectual property rights;
  - d) send chain letters, make solicitations for money or gifts, or make personal offers to sell products, for charitable fund raising campaigns, political advocacy efforts, religious efforts, or private Non-Group commercial purposes;
  - e) commit "cybercrimes", such as spam attacks, hacking, IT sabotage, spying, and creating or sending viruses;
  - f) send malicious rumors or transmit derogatory or indecent materials; or
  - g) otherwise engage in activities that could damage the Group's business or reputation.
- 3.26.13** If you discover or suspect any actual or potential incident that could compromise the security, integrity, confidentiality, operation or availability of the Group hardware, systems or data, or any disclosure of confidential information, you must immediately contact the Company or other relevant authority. System users are not allowed to attempt to prove a security weakness by engaging in unauthorized activity.
- 3.26.14** You must use the Group IT and communications systems in a responsible and professional manner consistent with this Code and other the Group IT policies and procedures in effect from time-to-time which shall 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.

- 3.26.15** The Group may search and monitor your e-mails and Internet usage conducted through the Group IT or communications systems and equipment, subject to the requirements of local laws and regulations. You should not assume that any use of the Group's communications devices or systems is private.
- 3.26.16** You must safeguard passwords and other means of shielding the Group's information systems from unauthorized access, including by following the password protection protocols established by the Group from time-to-time.
- 3.26.17** You must comply with the Group policies and procedures regarding records retention, whether with regard to electronic or hard copy records, in effect from time-to-time.
- 3.26.18** Contractors and other parties authorized by the Group to use the Group's computer systems must comply with the Group IT security baseline procedures in effect from time-to-time.

### **3.27 Outside Employment or Business Activities**

- 3.27.1** As an employee within the Group, you must devote your time and attention to the fulfillment of your employment obligations to the Group. The Group employees may not take up other employment or gainful activity, whether part-time or full-time, or be involved in any outside business activities, in whatever capacity (including being involved in the management, direction or conduct of another enterprise) without the express written permission of the Group. 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 company or companies, firms, corporations or other business activities, you should come forward and disclose your activity to the Group through your Head of Department or your Human Resource Department.
- 3.27.2** The granting of permission will be subject to your satisfying the Group that such activity will not interfere with or compromise the proper performance of your duties or the fulfillment of your obligations to the Group
- 3.27.3** Any permission granted may be withdrawn at any time at the sole discretion of the Group without the need for assigning any reason thereof. In such an event, the Group will be deemed fully indemnified by you and will not be held liable for any repercussion arising from such decision to withdraw the permission so granted before.

### **3.28 Public Service, Recreational Sports, Union and Community Activities**

- 3.28.1** Generally, the Group wishes to encourage you to participate in unpaid voluntary public service, recreational activities, sports and other community activities outside working hours. Whilst such activities outside working hours are encouraged, such activities must not be permitted to interfere with your duties and responsibilities during normal working hours.
- 3.28.2** The general rule is that if an employee from the Group is invited to serve on local bodies, or as an appointed or elected club official, the employee is required to notify his or her Head of Department immediately upon being so appointed or elected and must be able to balance the outside activities with his or her full-time employment with the Group. The employee must be able to discharge his or her dual responsibilities



satisfactorily, both in respect of the time taken up by the outside activity and the nature of his or her full-time duties. At all relevant times, the employee must ensure that his or her duties and obligations to the Group, as well as the interests of the Group, are not compromised.

**3.28.3** The Group recognizes the role of employees who are elected officials of a labor union which has been duly accorded recognition by the Group and their participation in union activities which are in compliance with the relevant labor legislation.

**3.28.4** Charitable donations of (or employing) the Group resources must be pre-approved by your Head of Department or the head of your operating unit and may not be used to circumvent or avoid any of the provisions of this Code (particularly the prohibitions on bribery).

### **3.29 Political Activities**

**3.29.1** The Group recognizes that employees, in their capacity as citizens, may wish to involve themselves in legitimate political activities. While the Group does not wish to discourage employees from doing so, in order that the Group 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, for such matters. In the event an employee is appointed an office holder at the Branch, Division, State or National level of a political party, the employee is to inform the Group of such appointment.

**3.29.2** In order not to compromise the interests of the Group, employees who wish to stand for State, Federal and/or material elections are required to resign from the Group, subject to the requirements of applicable law.

**3.29.3** You must not use your position with the Group to try to influence any other person (whether or not employed by the Group) to make political contributions or to support politicians or their parties in any country without approval from your Head of Department or the head of your operating unit.

**3.29.4** You may not make any contribution or incur any expenditure using the Group resources to benefit any political campaign, party or politician in any country without approval from your Head of Department or the head of your operating unit in consultation with your legal department.

**3.29.5** The Group facilities, equipment and resources may not be used for any political campaigns or party functions without approval from your Head of Department or the head of your operating unit.

**3.29.6** Charitable donations may not be used as a substitute for prohibited political payments.

### **3.30 Prohibition of Action as Editor of Newspapers or Any Form of Publication**

**3.30.1** An employee will not act as the editor, or take part directly or indirectly in the management of any 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 organizations.

### **3.31 Participation in the Media**

**3.31.1** An employee may not participate in any form of advertisement or broadcasting whether in the newspapers, magazines, radio or television or any other media, without prior written consent from the Group.

**3.31.2** An employee may be allowed to contribute literary or academic articles to any publications (for example newspapers, magazines or journals), provided that prior written permission from the Group is obtained.

### **3.32 Your Duty to Report Breaches and Violations**

**3.32.1** If you find or suspect that another person subject to this Code may have committed or may be about to commit any breach of any of his/her terms and conditions of service, of his/ her engagement, or of this Code, or to violate other Group policies or procedures or applicable law, whether deliberately or through inadvertence, you must forthwith report the same, in writing, to your Head of Department or your Human Resource Department.

Employees can contact 03 7880 2001 (during office hours), or email [hr@idot.tv](mailto:hr@idot.tv)

**3.32.2** You may also disclose any alleged or suspected improper conduct using the procedures provided for in the Group Whistleblowing Policy as adopted for your jurisdiction, a copy of which is available from your Human Resource Department.

**3.32.3** 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 may be about to occur, you will not be penalized 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 Code 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.

**3.32.4** The provisions of this Section 3.32 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.

### **3.33 Disclosure of Overpayments**

**3.33.1** If you find that you have received overpayments of salary, allowances, expenses, claims or other compensation, or benefits in excess of 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 the Group.

## **4 WORKPLACE CULTURE AND ENVIRONMENT**

### **4.1 Significance of Safe, Secure and Conducive Workplace Environment**

**4.1.1** The Group 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.

### **4.2 Unlawful Discrimination**

**4.2.1** The Group will not tolerate unlawful discrimination in the workplace or on the job.

**4.2.2** You must comply with laws in your local jurisdiction that prohibit workplace discrimination.

### **4.3 Sustainable Development**

**4.3.1** The Group is committed to sustainable development in order to help meet the world's growing energy needs through economical, environmental and socially responsible efforts.

**4.3.2** You should aim to create lasting social benefits; safeguard the health and safety of employees, contractors and neighbors; minimize disruptions to the community; lower emissions; minimize impact on ecosystems and biodiversity; and use energy, water and other resources more efficiently.

### **4.4 Dress Code**

**4.4.1** All employees should be neatly, appropriately and decently attired during office working hours. All employees should comply with more specific rules concerning attire that may be set out in employees' handbook to this Code applicable to them or otherwise established by the Group for the workplace

### **4.5 Sexual Harassment**

**4.5.1** The promotion of the physical, emotional and psychological wellbeing of employees is an important objective of the Group. In this regard, the Group is committed to providing a conducive working environment where your right to protection from all forms of sexual harassment and unsolicited or unwarranted sexual overtures and advances is accorded due recognition.

**4.5.2** The act of sexual harassment, unsolicited and unwarranted sexual overtures and advances will be treated as misconduct.

**4.5.3** For the purpose of this Section, "sexual harassment" means:-

Any unwelcomed conduct of a sexual nature in the form of verbal, non-verbal, visual, psychological or physical harassment:-

a) that might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on his/her employment; or

b) that might, on reasonable grounds, be perceived by the recipient as an offence or humiliation, or a threat to his/her wellbeing.

Sexual harassment in workplace includes any employment related sexual harassment

occurring outside the workplace as a result of employment responsibilities or employment relationships. Situations under which such employment related sexual harassment may take place 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

#### **4.6 Non-Business Workplace Relationship**

**4.6.1** When employees have relationships which go beyond professional relationships and social friendships, such relationships may create conflicts of interest as well as opportunities for exploitation, favouritism or bias. Such relationships can also undermine core values, such as respect and trust amongst staff, and impact upon the reputation and integrity of the Group. These relationships create a real likelihood of disaffection, disharmony and significant difficulties for the parties concerned as well as for other co-employees of the Group. Under the circumstances, such relationships are discouraged. Your terms of employment may impose additional requirements with respect to workplace relationships.

**4.6.2** There is a basic conflict of interest when you manage someone with whom you have a family, romantic or intimate relationship. Even if you act properly, your relationship may be seen as influencing your judgment. Accordingly, as a Group employee or director, you may not supervise, directly or indirectly, any employee with whom you have such a relationship without written permission from your Human Resource Department (or, in the case of directors, the relevant company secretary).

#### **4.7 Occupational Health, Safety and Environment**

**4.7.1** The Group is committed to providing a safe and healthy workplace for all employees working at its facilities and minimizing the impact of its operations on the environment.

**4.7.2** Every Group's employee must conscientiously and diligently comply with all requirements, measures, work rules and standard operating procedures set out in manuals, handbooks and documents issued by the Group as amended and updated from time-to-time and all applicable laws and regulations.

#### **4.8 Substance Misuse (Drug and Alcohol Abuse)**

**4.8.1** The use of a substance of misuse (as defined in item 4.8.3) can impair performance at work and can be a threat to health, safety and the environment. Hence, it is the Group's policy that the unauthorised consumption, possession, distribution, purchase or sale of any substance of misuse within its premises or while conducting its businesses or being under the influence of any such substance while working is prohibited. In this respect, all persons covered by this Code must diligently heed and comply with the policies and procedures on substance misuse issued by the Group as amended and updated from time-to-time. The consumption of legally prescribed psychoactive drugs is permitted for the treatment of identified illnesses, subject to prior approval by the Group management with authority over the relevant premises or activity.

**4.8.2** To ensure adherence to this policy, the Group 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 Code who are found to have unauthorised possession of any substance of misuse or who test positive for any substance of misuse are considered to have committed an act of misconduct which may render them liable for 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 authorized by the Group by signing relevant documents issued by the Group. Further, employees who undergo such testing must give consent to the release of the results to the Group.

**4.8.3** Under this Code, "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.

#### **4.9 Borrowing Money**

**4.9.1** You will not, under any circumstances, borrow money from your subordinate or from the Group contractors, subcontractors, consultants or suppliers. You may, however, stand surety for your subordinates or other persons subject to this Code for loans taken from the Group based on the Group's prevailing policy.

**4.9.2** 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.

### **5 DISCIPLINE, DISCIPLINARY PROCESS AND SANCTIONS**

#### **5.1 Importance of Good Conduct and Discipline**

**5.1.1** The maintenance of discipline, good conduct and decorum amongst the employees of the Group is critical to the smooth running of its business or enterprise and is for the common good of the Group and its employees.

**5.1.2** The term "misconduct" means improper behavior or an act or conduct in relation to duties or work which is inconsistent with the due performance of obligations to the Group and includes a breach of discipline or violation of this Code or the rules and regulations as set out in any handbooks, policies or procedure statements or in any documentation of the Group.

**5.1.3** The following acts may be treated as misconduct for which a person covered by this Code may be liable for disciplinary action, subject to the requirements of applicable law:

- i. insubordination;
- ii. tardiness;
- iii. absenteeism;
- iv. violent behavior or threats of violent behavior (includes assaults and fighting, whether with employees, clients, contractors, or visitors to the Group 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 anyone to steal the Group's property;
- viii. negligence, neglect or dereliction of duty;
- ix. sleeping while on duty;
- x. deliberate damage to the Group's property;
- xi. leaving the workplace during working hours without appropriate permission;
- xii. sexual impropriety at the workplace;
- xiii. drug or alcohol abuse on the job or that affects your performance;
- xiv. signing in or signing out attendance for other employees;
- xv. sexual harassment;
- xvi. obstructing other employees from performing their duties;
- xvii. gambling within the premise of the Group;
- xviii. non-observance of safety precautions or rules, or interfering or tampering with any safety devices installed in or about the premises of the Group;
- xix. engaging in any illegal or unethical practices such as taking or giving bribes or receiving any illegal gratification whether in monetary terms or otherwise;
- xx. engaging in other employment/business whilst in the service of the Group, without the permission of the Group;
- xxi. any act which could adversely affect the image or reputation of the Group;
- xxii. misuse of the Group'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);
- xxiii. violating local laws concerning the protection of the privacy of personal data of the Group's employees;
- xxiv. taking retaliatory actions against persons in situations where they are protected by the Group Whistleblowing Policy;
- xxv. conducting themselves in a manner that can be reasonably construed as lacking in efficiency;
- xxvi. breaching any policies or prohibitions set out within this Code;

xxvii. taking measures in circumvention of the policies and prohibitions set out in this Code;

xxviii. failing to observe all laws and regulations applicable to the Group's business and operations;

xxix. failing to comply with the Group established rules and procedures, including but not limited to the limits of authority; and

xxx. conviction of criminal court.

**5.1.4** The above list of types of misconduct is not to be taken as exhaustive and, for the avoidance of doubt, the said list does not detract from the meaning of misconduct as set out in Section 5.1.2 of Part IV above.

**5.1.5** Without limitation upon the foregoing, a person covered by this Code will strictly:-

a) observe all statutory laws and regulations applicable to the Group's business and operations; and

b) comply with the Group established rules and procedures, including but not limited to limits of authority.

**5.1.6** 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.

## **5.2 Disciplinary Process and Sanctions**

**5.2.1** 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 Human Resource Department.