

CODE OF CONDUCT & ETHICS

This Code of Conduct and Ethics (“Code”) applies to and provides guidance on the standards of behaviour expected of all Directors and employees of Khind Holdings Berhad (“Company”) and its subsidiaries (collectively referred to as the “Group”).

1. Comply with all laws and regulations in the countries of operations

- 1.1 Directors and employees are required to comply with the laws, regulations and licences that are applicable in the countries of operations. They shall seek relevant advice if in doubt.
- 1.2 They shall, at all times, be mindful of costs or damages to the Group if this laws and regulations are not comply with.

2. Protection of Company’s Assets

- 2.1 Directors and employees shall take reasonable care to safeguard the Group’s assets, including the physical premises, equipment and facilities as well as records and information/data.
- 2.2 The Group’s assets shall only be used in a safe, ethical and lawful manner and shall not be used for pursuing improper personal gain or opportunity.

3. Safeguarding Confidential Information

- 3.1 Directors and employees shall be required to safeguard any information regarding the Group and its customers which is considered as confidential at all times. Release of information amongst employees shall be on the need-to-know basis only.
- 3.2 Directors and employees shall not, unless authorized or required by duty, reveal to any person or organization any of trade secrets, communications or confidential information concerning the organization, business, finance and transactions of the Group and its customers; and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Group, its customers or their businesses.
- 3.3 Any note, memoranda, working paper, worksheet, report, record, publication, design, invention or any intellectual properties produced during the continuance of an employee’s employment with the Group shall remain the property of the Group and shall be treated accordingly.

4. Conflict of Interest

- 4.1 A conflict of interest is an obligation to or relationship with any person or organization which competes or does business with the Group, its subsidiaries or associates that could affect an employee's judgment in fulfilling his responsibilities.
- 4.2 Directors and employees should not engage in any activity which is detrimental to the Group or associates or deprives it of a legitimate profit and should not improperly use their positions in order to benefit themselves, relatives, friends or other businesses.
- 4.3 The basic underlying principle in conflict of interest is that employees should avoid any activity, investment or interest that might reflect unfavourably upon the integrity or good name of themselves or the Group or associates.
- 4.4 Directors and employees are required to be strictly free from the influence of personal interest which contradicts the interest of the Group or associates; and their acts must be motivated by the Company's interest and should not be for any consideration of potential or actual personal benefits such as:-
 - 4.4.1 divulging, communicating, publishing or come to publish any document, paper, book, photograph or letter which are in any way connected to the Group.
 - 4.4.2 ownership, either directly or indirectly or any material interest in any competitor, supplier, contractor or other entity having business dealing with the Company; and acting in any capacity, either as a director, officer, partner, consultant or agent for other entity having business dealing with the Group.
 - 4.4.3 accepting directly or indirectly, any payment, services or loan from any supplier, contractor or other entity having business dealing with the Group.
 - 4.4.4 using one's position to prevent or hinder the Khind Group from carrying out its operations, business or other interest.
 - 4.4.5 using the Group's personnel, facilities or fund without authorization in pursuit of personal interest.
 - 4.4.6 receiving a commission or payment of any nature, in monies or in kind, in discharging his duties as an agent of the Group.
 - 4.4.7 diverting business, personnel or operations from the Group.
- 4.5. Employees shall not, during the continuance of employment or thereafter, either on his own account or on the account of any person, firm or corporation solicit, interfere with or endeavour to entice away from the Group any person, firm or corporation who, at any time during or at the date of termination of employment, were employees, clients of or were in the habit of dealing with the Company

5. Interests in other business

- 5.1. Directors and employees are required to devote their energy and time in promoting the interest of the Group. They shall not engage directly or indirectly in business activities that compete with or are in conflict with the interest of the Company. These activities, include but are not limited to the followings:-
- 5.1.1 conducting business other than the business of the Group during working hours;
 - 5.1.2 carrying out additional gainful employment outside the Group without approval; and
 - 5.1.3 Save for independent directors and non-independent non-executive directors, Directors and employees shall not serve as a director of corporations which are not related to the Group without the approval of the Group Chief Executive Officer of the Company. An employee may however, assume directorships of non-profit or public service corporations, such as religious, educational, cultural, social, welfare, philanthropic or charitable institutions provided that the discharge of these responsibilities does not interfere with his duties and responsibilities in the Group

6. Anti-bribery and corruption

- 6.1 All Directors and Employees of the Group shall comply with applicable anti-corruption laws and regulations and the Group's **Anti-Bribery and Corruption Policy**.
- The Group takes violation and breaches of the Group's Anti-Bribery and Corruption Policy and of applicable laws and regulations seriously, and the Group will not hesitate to take disciplinary actions, including dismissals and/or cancellation of contracts.
- 6.2 Directors and Employees shall not give, authorise, promise, offer, solicit, accept, or agree to accept bribes in order to achieve business or personal advantages for themselves or others or engage in any transaction that can be construed as having contravened the anti-corruption laws.
- 6.3 Directors and Employees shall not collude or enter into "side agreements" with external parties without the Group's knowledge to circumvent, or benefit from, a business arrangement of Khind Group. All business transactions involving the Group or its assets shall be documented and authorised by the Group. "Side agreements" also refer to any informal, verbal arrangements.
- 6.4 Employees shall be cognisant of the fact that bribes may be in any form, monetary or otherwise including but are not limited to unauthorized remuneration such as referral fee, commission or other similar compensation, material goods, services, gifts, business amenities, premiums or discounts of an inappropriate value or of an unreasonable level or that are not generally offered to others or that are prohibited by law or may reasonably be viewed as having crossed the boundaries of ethical and lawful business practice.

6.5 Facilitation Payments

- 6.5.1 The Group views facilitation payments as bribes, no matter how small the amount, and hence, it is strictly prohibited.
- 6.5.2 Facilitation payments may be required by parties to secure or expedite a routine or necessary action to which the Group is legally entitled without making a payment. These payments shall not be made.
- 6.5.3 If the following conditions are fulfilled, the payment is not a facilitation payment:
 - (a) the service is open and available to everyone;
 - (b) the fee is in accordance with an official and published list or rate;
 - (c) the fee is not payable to individuals but to the organisation or entity; and
 - (d) a legal and official receipt can be provided.
- 6.5.4 In a situation where a Director or an Employee is pressured or threatened to make a facilitation payment to protect the safety (e.g. life or limb) or freedom of a person, he/ she shall prioritise the person's safety or freedom. If a payment is made in such situation, the payment shall immediately be reported to the Group HR and Country Compliance Officer directly or via his/ her superior along his/ her reporting line.
- 6.5.5 In a situation where a Director or an Employee is requested for a facilitation payment but he/ she did not make the payment, he/ she shall also report the incident to the Country Compliance Officer.
- 6.5.6 In relation to cases reporting under **Paragraph 7.5.4 and 7.5.5** above, the Country Compliance Officer shall document the following:
 - (a) the date and time of the incident;
 - (b) the service or routine action that was sought after (e.g. immigration clearance);
 - (c) the identity(ies) of the person(s) involved in the incident (e.g. immigration officer and his/ her name);
 - (d) the particulars of the threat and circumstances; and
 - (e) the value of the payment concerned.
- 6.5.7 Pursuant to **Section 25(3)** of the MACC Act 2009, a person who has encountered a solicitation for a bribe, as well as any person who has given a bribe, shall at the earlier opportunity report such incident to the MACC or the police.

6.6 Gifts, Entertainment, and Hospitality

Prior to giving or accepting any business amenity, gifts, entertainment, or hospitality (in whatever form or value), employees shall assess the appropriateness of their actions by assessing if the action could influence or could reasonably give the appearance of influencing the business relationship of the Company with that organization or individual or any business decision arising out of that business relationship.

6.6.1 As a general rule, employees are discouraged from giving or accepting gifts, entertainment and other benefits to or from business partners. Notwithstanding this, the Company recognises that the occasional acceptance or offer of modest gifts and entertainment may be a legitimate contribution to good business relationships.

6.6.2 Generally, all invitations to business luncheons or dinners may be given or accepted by the employees. Employees receiving or giving the gifts, entertainment and other benefits is responsible for assessing whether it is appropriate and within the boundaries set out in this Code.

6.6.3 Gifts (including corporate gifts), entertainment, and hospitality, whether given or received, shall observe the following principles:

Intention	The intention is to build goodwill or show appreciation. It shall be unsolicited and shall not be given as a way of persuading the recipient, to influence a business decision, or to obtain a favourable treatment.
Modest	The value is not excessive or of such that it may put undue pressure on the recipient or influence a business decision.
Proportionate	Its value or circumstance is proportionate to the occasion or the recipient's position.
Conform to the recipient's policies and applicable laws	It shall be in line with the rules or policies governing the recipient, in addition to applicable laws and regulations.
Moment	It is not given within a sensitive period where a negotiation/ decision regarding a Business Advantage is expected from the recipient (such as period when contract negotiation is underway or when decision on commercial issues or awarding of project is pending)
Made openly	It can be given/received openly and can be discussed amongst colleagues without giving rise to any ethical concerns or embarrassment.
Infrequent	It is not given/received frequently as it may be regarded as an indicator of inappropriate influence.

Non-cash It shall not be given in the form of cash, apart from wedding angpow and bereavement money.

6.6.4 Subject to the approval levels stated in the following paragraphs, gifts (including corporate gifts) to government agencies or authorities are limited to RM500 only. No gifts shall be provided to individual personnel of the government agencies or authorities. Approver of the gifts shall ensure that such gifts do not constitute elements of corruption.

6.6.5 All gifts given by or on behalf of the Group (to the same person, external to the Group) shall be approved in accordance with the following:

Company	Quantum	Approval
Khind Holdings Berhad	Up to RM 5,000	GCOO or GCEO
	Above RM 5,000	Khind Board
Other subsidiaries in Malaysia	Below RM 2,000	Department Head/ SBU Head
	RM 2,000 to RM 5,000	GCOO or GCEO
Subsidiaries in Singapore	Below SGD 3,000	Department Head/ SBU Head
	SGD 3,000 to SGD 5,000	GCOO or GCEO
Subsidiaries in United Arab Emirates	Below AED 6,000	SBU Head
	AED 6,000 to AED 10,000	GCOO or GCEO
Subsidiaries in Indonesia	Below IDR 5,000,000	SBU Head
	IDR 5,000,000 to IDR 15,000,000	GCOO or GCEO

6.6.6 All gifts with an estimated value of more than RM100 (or equivalent in local currency for operations outside Malaysia) received or declined by the Group, Directors, or Employees shall be recorded in Khind's Gift Register which is maintained by the Country Compliance Officers. Door gifts received from attending corporate events are exempted.

Such gifts shall be submitted to the Group for its further handling or management, which may include redistribution to employees, returning the gift, donating to those in need, etc.

- 6.6.7 All entertainment or hospitality given by or on behalf of the Group (to the same person, external to the Group) shall be approved in accordance with the following:

Company	Quantum	Approval
Khind Holdings Berhad and subsidiaries in Malaysia (non-sales personnel)	Below RM 500	Department Head/ SBU head
	Above RM 500	GCOO or GCEO
Khind Holdings Berhad and subsidiaries in Malaysia (sales personnel)	(to be guided by the respective entitlement levels as determined by Group HR Department)	
Subsidiaries in Singapore	Below SGD 500	Department Head/ SBU Head
	Above SGD 500	GCOO or GCEO
Subsidiaries in United Arab Emirates	Below AED 500	Department Head/ SBU Head
	Above AED 500	GCOO or GCEO
Subsidiaries in Indonesia	Below IDR 2,000,000	Department Head
	IDR 2,000,000 to IDR 5,000,000	SBU Head
	Above IDR 5,000,000	GCOO or GCEO

- 6.6.8 Any employee who is offered or received entertainment or hospitality of significant value or beyond business norms shall at his/her best effort notify his/her immediate superior as soon as practicable.

6.7 Donations and Sponsorship

- 6.7.1 Donations and non-commercial sponsorships is one of the ways Khind Group give back to the community. The causes supported by donations and non-commercial sponsorships provided by Khind Group are generally in the areas of developing, preserving, and protecting the society, community, and the environment.

- 6.7.2 When making donations or non-commercial sponsorships, the Group shall ensure the donations or non-commercial sponsorships do not pose a conflict of interest with the Group's business activities or operations. Avoid contributing to the Group's business partners or those directly related to them.

- 6.7.3 Donations and non-commercial sponsorships shall be approved in accordance with the following:

Company	Quantum	Approval
Khind Holdings Berhad and subsidiaries in Malaysia	Below RM 2,000	SBU Head
	RM 2,000 and above	GCOO or GCEO
Subsidiaries in Singapore	Below SGD 2,000	SBU Head
	SGD 2,000 and above	GCOO or GCEO
Subsidiaries in United Arab Emirates	Below AED 1,000	SBU Head
	AED 1,000 and above	GCOO or GCEO
Subsidiaries in Indonesia	Below IDR 5,000,000	SBU Head
	IDR 5,000,000 and above	GCOO or GCEO

- 6.7.4 The Group has established internal policies, procedures, and approval levels to govern the use of commercial sponsorship in the Group's business. Directors and employees shall ensure these internal policies, procedures, and approvals are complied with.

- 6.7.5 The Group's Anti-Bribery and Corruption Framework specifies different levels of due diligence which shall be conducted in relation to donations and sponsorships (commercial and non-commercial). Directors and employees shall ensure due diligence is conducted before providing or accepting donations or sponsorships.

6.8 Travel-related Expenditures

- 6.8.1 Travelling-related expenditure, where given or received, shall observe the following principles:

Relevance They are necessary to perform a legitimate business-related activity.

Non-business-related travel are considered hospitality and shall abide by the principles and rules governing hospitality.

Travelling expenses for personal purposes (such as entertainment off working-hours or extension of travelling period for sightseeing) shall be borne by the respective individuals.

Appropriate The travelling-related expenditures are appropriate and reasonable in relation to the circumstances such as length of trip and seniority of the traveller.

- 6.8.2 Additional travel-related hospitality (e.g., accommodation and travel tickets) beyond the period of business activities (e.g., meetings and factory visits) may be provided for overseas business partners/ potential business partners visiting the Group's operations subject to approval by authorised personnel. The approver shall ensure that these expenditure do not constitute elements of corruption.
- 6.8.3 All travelling-related expenditure given by or on behalf of the Group shall be approved in accordance with the following:

Company	Quantum	Approval
Khind Holdings Berhad and subsidiaries in Malaysia	Below RM 5,000	SBU Head
	Above RM 5,000	GCOO or GCEO
Subsidiaries in Singapore	Below SGD 5,000	SBU Head
	Above SGD 5,000	GCOO or GCEO
Subsidiaries in United Arab Emirates	Below AED 5,000	SBU Head
	Above AED 5,000	GCOO or GCEO
Subsidiaries in Indonesia	Below IDR 10,000,000	SBU Head
	Above IDR 10,000,000	GCOO or GCEO

6.9 Procedures for Managing Offer or Request of a Benefit

- 6.9.1 If a request or offer is determined as a bribe, or may constitute a bribe, the request or offer shall not be fulfilled as the Group adopts a zero-tolerance against bribery and corruption.
- 6.9.2 The following procedures shall guide a Director or Employee when he/she is faced with a request or offer of a gratification by a Third Party (who could be a government officer, customer representative, supplier representative, etc.).
- 6.9.2.1 When faced with a request or offer which is not clear, the Director or Employee shall seek clear clarification from the Third Party.
- 6.9.2.2 The Director or Employee shall assess the request and offer to determine if it is in line with the laws, regulations, and the Group's principles and policies.
- 6.9.2.3 If the request or offer does not constitute a bribe or potential bribe and is in line with the Group's policies, proceed in accordance with the Group's policies and procedures.

6.9.2.4 If the request or offer may be a bribe or is not in line with the Group's principles and policies, the Director or Employee shall reject the Third Party politely, explaining that:

- (a) the request or offer is against the Group's policies; and/or
- (b) the request or offer may constitute a bribe which is a criminal offence.

6.9.2.5 If the Third Party indicates or threaten to cause disadvantage or loss to the business or to cause personal harm, the Director or Employee shall contact his/her immediate supervisor or higher authority along his reporting line, where practicable.

Note that if a Director or an Employee is pressured or threatened to make a payment to protect the safety (e.g. life or limb) or freedom of a person, he/ she shall prioritise the person's safety or freedom and report to the Group HR and Country Compliance Officer directly or via his/ her superior along his/ her reporting line.

6.9.2.6 If a supervisor is contacted for advice and is unable to determine the correct action, the supervisor shall seek advice from further up the chain of command or from the Group HR and Country Compliance Officer.

6.9.2.7 When considering approaches toward rejecting a request or offer, the Director or Employee may consider, amongst others:

- (a) checking with the Third Party if the request or offer is in line with the policies of the organisation he/she represents;
- (b) reminding the Third Party of the whistle-blowing mechanism established by the organisation he/she represents, if known; and
- (c) requesting to get in touch with a higher authority of the Third Party's organisation.

6.9.2.8 Any attempt or suspected attempt of solicitation or offer of a bribe, if determined as so after assessment, shall be reported to Country Compliance Officer and documented including the following information:

- (a) the date and time of the incident;
- (b) the details of the Third Party (e.g., name, organisation represented, business relationship with the Group);
- (c) the mode and amount/ value requested/ offers;

(d) circumstances of the incident (e.g. in relation to logistics or contract); and

(e) in the case of a request: what is at stake for the Group or what is the threat by the Third Party; or

In the case of an offer: the interest of the Third Party.

6.9.2.9 Pursuant to **Section 25(3)** of the MACC Act 2009, a person who has encountered a solicitation for a bribe, as well as any person who has given a bribe, shall at the earlier opportunity report such incident to the MACC or the police.

7. Business Incentives

7.1 Business incentives are business tools to promote and encourage business and they are generally provided:

(a) by a company to its employees or agents;

(b) at organisation-to-organisation level.

7.2 All business-related incentives, whether given or received, shall be:

(a) documented, either as part of the Group's incentive program or business contract or, if received, they shall be declared and documented in the Group's records; and

(b) applicable to all or its applicability based on business-based parameters (e.g. applicable to all customers or applicable to customers exceeding certain order amount).

7.3 All business incentives provided by the Khind Group shall be approved in accordance with Khind Group's policies and procedures.

8. Intellectual Property

8.1 Intellectual Property ("IP") refers to creations of the mind, such as inventions, literature, music, and other artistic works; discoveries and inventions; and words, phrases, symbols and designs. IP is protected by law, which enables people to earn recognition or financial benefit from what they invent or create.

8.2 Directors and employees are duty-bound to ensure that all inventions, discoveries, literature, music, and other artistic works, words, phrases, symbols and designs etc. used are properly authorized by the creators, inventors or owners of such copyrights, patents, designs, and trademarks etc.

8.3 No employees are allowed to use any inventions, discoveries, literature, music, and other artistic works, words, phrases, symbols and designs etc. prior to getting the authorization or approval from the creators, inventors or owners of such copyrights, patents, designs, and trademarks etc.

- 8.4 Patent infringement is typically caused by using or selling a patented invention without permission from the patent holder is strictly forbidden.
- 8.5 Copyright infringement is reproducing, distributing, displaying or performing a work, or to make derivative works, without permission from the copyright holder, which is typically a publisher or other business representing or assigned by the work's creator, or often called "piracy" is strictly forbidden.
- 8.6 Trademark infringement occurs when one party uses a trademark that is identical or confusingly similar to a trademark owned by another party, in relation to products or services which are identical or similar to the products or services of the other party, is strictly forbidden.

9. Insider Information

Directors and employees shall not deal in the shares or securities of the Company or another listed company when in possession of information, obtained as a result of directorship in or employment by the Group which is not generally available to shareholders and the public, and which, if it were so available, would likely bring about a material change in the market price of the shares or securities of the Company or the listed company. Further, Directors and employees shall not disclose such price sensitive information to any third party or encourage any other person to deal in price-affected securities.

10. Whistle-Blowing Procedures

The Group has established the Whistle-Blowing Procedure which employees and external parties may use to report any unlawful or unethical situation or any suspected violations of the Code without fear of punishment or unfair treatment.

11. Media Relations

All enquiries from the media (i.e. television, radio, press etc.) must be referred to the Chief Executive Officer of the Company.

Employees are not permitted to give interviews for any purpose connected with the Company or the Group without the prior consent of the appropriate authority.

12. Money laundering

Employees should always ensure that they are conducting business with reputable customers, for legitimate business purposes and with legitimate funds. Employees are expected to be mindful of the risk of the Group's business being used for money laundering activities.

13. Non-Compliance

Directors and employees must immediately report any concern about possible/actual breaches of the Code by any Director / employee to the Chairman of the Company. The Board or the top management shall determine appropriate actions to be taken after considering all relevant information and circumstances or may take necessary action to ratify on the non-compliance by Directors or employees.

14. Review of the Code

This Code shall be reviewed by the Board from time to time and at least once in 3 years, to ensure it is in line with the changes in laws and regulations, latest governance code and practices, and any development of the Group's vision, values and business plan.

Appendix – Acknowledgement and Declaration Form

1. I have read, fully understood and shall comply with the following documents of Khind Holdings Berhad (“Khind”) and its subsidiaries (“the Khind Group”) and will not give or receive bribes in any form to and from anyone, especially relating to the Group’s businesses and activities:

- (a) Code of Conduct and Ethics; and
- (b) Anti-Bribery and Corruption Policy;

2. I declare that:

(tick whichever is applicable)

- ☐ I am not aware of any conflict of interest that I have with the Khind Group, its personnel, or its businesses.
- ☐ Apart from the conflict of interest situations declared below, I am not aware of any other conflicts that I have with the Khind Group, its personnel, or its businesses:

	Name of Conflicted Party (actual, potential, and perceived)	Relationship with Conflicted Party	Nature of Conflict of Interest Situation with the Group and Detailed Description (e.g. shareholdings, directorships, close family member relationship, etc.)
i.			
ii.			
iii.			
iv.			

3. I agree to notify the Khind Group as soon as practicable on any emerging or new actual, potential or perceived conflict of interest situations arising.

4. [This section is applicable upon employment or appointment only]

I declare that: *(tick whichever is applicable)*

- ☐ I have never been convicted of any crimes or offences whether within or outside Malaysia, other than traffic offences.
- ☐ I have been convicted of the following crimes or offences whether within or outside Malaysia, other than traffic offences. *(Please include the nature and description of the conviction,)*

I declare that all information provided in this form is to the best of my knowledge and belief, true, complete, and accurate.

I understand that if any information provided above is untrue, incomplete, or inaccurate, the Khind Group reserves the right to impose disciplinary actions and review or terminate my employment or appointment with the Group.

Name : _____

Identity Card No. / Passport No. : _____

Position : _____

Department : _____

Signature : _____

Date : _____