

LUXCHEM

Luxchem Corporation Berhad

Code of Ethics & Conduct For Business Partners

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INTRODUCTION

At Luxchem Corporation Berhad and its subsidiaries (“LCB” or “Group”), being a good corporate citizen has always been an integral part of the way we do business. We are committed to operating our business in an ethical, legal and socially responsible manner.

We expect our Business Partners such as vendors, contractors, consultants, suppliers, service providers, principals, agents, joint venture partners and other partners (“Business Partners” or “you”) including their employees, agents, representatives, suppliers and subcontractors (“Business Partners’ Representatives” or “your Representatives”) to embrace the spirit of our commitment to integrity and the same high ethical standards as set out in this Code of Ethics & Conduct for Our Business Partners (“Code”) as well as our Anti-Bribery and Anti-Corruption Policy (“ABAC Policy”) (Document number: MACC/ABAC-plcy/2020/V1, available at Luxchem Website: www.luxchem.com.my). All our Business Partners are expected to adhere to this Code and ABAC Policy when conducting business with the Group. In this connection, all references to “LCB” or “Group” in this Code shall include LCB and its subsidiaries.

All existing and new Business Partners are required to **acknowledge the Code & ABAC Policy (page 10 of this document)** and declare to the Group on any potential or actual conflict of interest by signing and returning the **Declaration of Interest Form (Appendix 1)**.

All Business Partners will also be required to sign the **Declaration of Integrity Form (Appendix 2)** which is the Business Partner’s declaration of its compliance to this Code, the relevant laws and regulations subsequent to winning any bid / tender and upon entering into a contract / agreement with LCB or continuing business operation / dealings with the Group.

The appointed / existing Business Partner who has yet to acknowledge its acceptance to this Code & ABAC Policy and return to LCB the duly signed “Declaration of Interest Form” and the “Declaration of Integrity Form” prior to entering into the contract with LCB, will be required to do so upon receiving our notification on this Code (“Forms”).

The Group believes a sustainable business relationship is based on key principles of integrity, honesty, accountability and compliance with applicable laws and regulations.

All Business Partners and Business Partners’ Representatives must therefore commit and uphold the highest standard of integrity and ethical conduct in all their business interactions and dealings with the Group.

PRINCIPLES OF THIS CODE

The Principles of this Code support the core values of LCB.

The 8 Principles of LCB’s Code of Ethics & Conduct for Business Partners		
1.	Compliance with Laws	<p>Our Business Partners must understand and comply with all laws, rules and regulations, including but not limited to, laws related to anti-corruption, competition, occupational health and safety, privacy and data protection and any other laws described herein in Malaysia and also applicable to their businesses wherever conducted throughout the world.</p> <p>Business Partners shall comply with all applicable labour, employment and human rights legislation, including but not limited to, minimum wage, minimum age for employment and maximum hours of work.</p> <p>Business Partners must obtain all valid licences and permits to conduct the activities for which they have been contracted by LCB.</p>

The 8 Principles of LCB's Code of Ethics & Conduct for Business Partners		
2.	Acts with Integrity	<p>Our Business Partners will conduct all business with integrity, respect and trust. You shall:-</p> <ul style="list-style-type: none"> • Behave ethically and transparently in all business dealings. • Never offer, give, promise, request, accept, or authorise any bribe, gift, fee, reward, advantage, or anything of value directly or indirectly to any of LCB's employees, government officials and / or their family members, private parties or entities to obtain a business advantage or to improperly influence any action or decision. • Never make facilitation payments, whether directly or indirectly. • Ensure all your Representatives, referral parties, and affiliates used in connection with LCB business adhere to these standards and have not engaged in, and shall not engage in, improper or illegal conduct. • Maintain complete and accurate books and records relating to all LCB business, together with supporting documentation, in accordance with applicable accounting principles, laws, and regulations. • Act lawfully & responsibly when using social media. • Never make any misrepresentation including on your capabilities, for the purpose of securing procurement or contract with LCB by misrepresenting your capabilities in the services rendered or goods delivered to LCB. Ensure that from your company records and publicly available information, neither you nor any of your directors, officers, employees or your Representatives who may be involved or is involved in a business transaction with LCB has been convicted of any offence involving bribery or corruption or fraud; nor to the best of your knowledge, is any such person the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the relevant laws.

The 8 Principles of LCB’s Code of Ethics & Conduct for Business Partners		
3.	Maintain Accountability	Our Business Partners must maintain full accountability for services rendered / goods provided and honour their commitment in accordance with their obligations under the specific contracts or agreements and undertakings with LCB.
4.	Avoid Conflict of Interest	<p>Business Partners with a real or potential conflict of interest or who is related to any of LCB Group of Companies must disclose the conflict to LCB by filling up the form in Appendix 1 even if such knowledge arises after the appointment or engagement and to take action to proactively address the conflict as soon as it is known. For the avoidance of doubt, Business Partners shall be solely responsible to check whether they are related to any of LCB.</p> <p>Business Partners must avoid any act or omission which may give rise to conflicts of interests in the discharge of Business Partners’ obligation or work in relation to the contract(s) entered with LCB.</p> <p>Business Partners must not gain any improper advantage or preferential treatment in their relationship or dealing with LCB’s employees.</p> <p>If in doubt or should there be any situation of an actual or potential conflict of interest and / or improper advantage, Business Partners must report of such situation to LCB in accordance with paragraph 2 of “Raising Concerns” under this Code.</p>

The 8 Principles of LCB’s Code of Ethics & Conduct for Business Partners		
5.	Maintain Confidentiality	<p>Our business Partners must respect LCB’s intellectual property, trade secrets and other confidential, proprietary or sensitive information.</p> <p><u>Confidentiality Obligation</u> Business Partners must:</p> <ol style="list-style-type: none"> a) Keep confidential all information made available by LCB for purposes of the procurement and / or business (confidential information). b) Not disclose or share any of the LCB’ confidential information to any person without first, obtaining LCB’s prior consent in writing. c) Not disclose LCB’s confidential information for any purpose except to the extent necessary to exercise their rights and perform their obligations for the procurement, business or contract. d) Have appropriate controls in place to protect LCB’s confidential information and prevent any information leakage. e) Comply with applicable data privacy and data protection laws and implement policies and controls to ensure that the privacy rights of personal data subjects are respected. f) Use reasonable and practicable means to ensure that Business partners’ Representatives comply with the obligation of the confidentiality. <p>Business Partners’ obligation on confidentiality of the contract shall survive even after the termination or expiration of the contract.</p> <p><u>Protection of Intellectual Property Obligation</u> Business Partners must:</p> <ol style="list-style-type: none"> a) Respect all intellectual property (“IP”) rights. Any transfer of technology and know-how must be done in a manner that protects the intellectual property rights of LCB. b) Only use software and technology which have been legitimately acquired and licensed. c) Comply with IP rights of LCB and all other relevant third parties’ IP rights. LCB takes a serious view of any infringement of its IP, and will take all necessary legal action to protect its IP rights. <p><u>Restriction on Making Public Statement and Giving of Reference</u> Business Partners are prohibited from making or circulating any public statement on content related to the business, contract or affairs of LCB including referring to LCB’s name for marketing purposes.</p>

The 8 Principles of LCB’s Code of Ethics & Conduct for Business Partners		
6.	Provide a Safe Working Environment	<p>Our Business Partners shall provide a healthy and safe workplace to their employees, and comply with all applicable health and safety laws, regulations and standards including all statutory requirements and Acts under the "Occupational Safety and Health Act and Regulations 1994" (OSHA), "Factory and Machinery Act 1967" (FMA), Construction Industry Development Board (CIDB) Guidelines on First-Aid Facilities in the Workplace (as and where applicable).</p> <p>Any person providing on-site services in LCB’s facility and premises including construction site is required to comply to LCB’s site-specific safety requirement and Safety, Health and Environment Regulations (including any revisions).</p> <p>Any violation of site security, safety, health and environment rules will be subject to any fines or punishment imposed by LCB.</p>
7.	Maintain a Healthy Work Culture	<p>Business Partners and Business Partners’ Representatives shall not be involved in illegal use drugs or alcohol consumption in LCB’s premises, facility or construction site. Prohibited substances may not be brought, kept, consumed, sold, purchased or dealt with in any way on LCB’s premises, facility or construction site.</p> <p>Violent behaviour or harassment that includes unwelcome verbal, visual, psychological, physical or other conduct of any kind that creates an intimidating, offensive or hostile work environment are deemed as unacceptable behaviour.</p> <p>LCB does not tolerate harsh, inhumane treatment of any of the Business Partners’ employees, child labour, and any other form of discrimination, including gender discrimination during the performance of the Business Partners’ contractual obligation to LCB.</p>

The 8 Principles of LCB's Code of Ethics & Conduct for Business Partners		
8.	Stance On Gift / Business Courtesy	<p>LCB does not prohibit gifts and entertainment, so long as it is reasonable, appropriate, modest and bona fide. Lavish or unreasonable gifts or entertainment will not be accepted.</p> <p>Business Partners or Business Partners' Representatives shall not offer a bribe, a kickback, bartering arrangement for goods / services or cash or any other incentives to LCB's employees and / their families in order to obtain or maintain LCB's business or to improperly influence any action or decision. Business Partners should report to LCB if any LCB's employee or business associate request for any such incentive or any form of gift or favour.</p>

COMPLIANCE WITH THIS CODE

1. Our Business Partners should read and understand this Code and consult their LCB key contact if they have any questions. Our Business Partners shall adhere to the standards described in this Code when undertaking work with or on behalf of LCB and are responsible for ensuring compliance with this Code.
2. Our Business Partners shall pro-actively extend the principles defined in this Code to Business Partners' Representatives who have dealings with LCB.
3. If and when any situation arises that causes our Business Partner to violate this Code, our Business Partner shall immediately inform LCB via any of the modes mentioned in paragraph 2 of "Raising Concerns" under this Code.
4. Business Partners are expected to cooperate fully in any investigation and shall provide LCB with reasonable access to business records, documents, personnel and facilities related to matters involving LCB.
5. Failure by any Business Partners to comply with this Code or applicable laws and regulations will be sufficient cause for LCB to take any of the following actions or combination of any of the following actions against the Business Partners for breaching this Code:-
 - i. Suspension or termination of any or all contract(s);
 - ii. Deduction of any amount of money which is due or becoming due to you under any contract(s);
 - iii. Requiring you to substitute any of your representative who breaches this Code or acting inconsistent with this Code immediately;
 - iv. Disqualifying you from participating in any tender or procurement exercise for a period to be determined by LCB;

Without prejudice to any other rights or remedies, LCB may have or any other appropriate action which LCB may seek under the terms of the contract or under the laws.

6. LCB reserves the right, as a condition of doing business, to monitor compliance with this Code. The process of such monitoring may include an initial collection of Code-related information by LCB, questionnaires, an on-site / off-site audit, or other means deemed appropriate.

If LCB requires Business Partners to provide further information or attestation in writing of their compliance to this Code from time to time, Business Partners must immediately provide LCB with such information as required.

RAISING CONCERNS

1. LCB is committed to the highest standards of integrity, accountability and ethical behaviour in our business conducts and operations and expects the same from its Business Partners. Concomitant with our corporate values, we provide an avenue for any person to disclose improper conduct within LCB or third parties employed or engaged by LCB.
2. All disclosures are to be channelled in accordance with the procedures outlined under LCB Whistleblowing Policy. Disclosure should be factual and contain only specific information to enable proper assessment of the allegation made. Disclosures can be made by sending disclosure report / form to our Whistleblowing Committee through our appointed internal auditor.
3. A whistleblower will be accorded the necessary protection against any detrimental action or unfair treatment, provided that the disclosure is made in good faith. The identity of the whistleblower will be kept confidential to the extent possible unless required under the applicable laws.
4. Such protection is accorded even if the investigation later reveals that the whistleblower is mistaken as to the facts and rules or procedures involved or that the investigation later revealed that the allegation is not substantiated.

LUXCHEM

BUSINESS PARTNER CODE OF ETHICS & CONDUCT AND ANTI-BRIBERY & ANTI-CORRUPTION POLICY ACKNOWLEDGEMENT

The undersigned Business Partner acknowledges and agrees that:-

1. We have received, read and understand that LCB's Code of Conduct for Business Partners (this "Code") as well as Anti-Bribery and Anti-Corruption Policy ("ABAC Policy");
2. We shall comply with and agree to be bound by this Code and ABAC Policy and any revision thereto made known to us from time to time by LCB; and
3. We shall ensure that our employees, agent, representatives, suppliers and subcontractors that supply products and / or services to LCB shall act in accordance with this Code and ABAC Policy.

Signature and company stamp

Name:

Designation:

NRIC No.:

Date:

Witness's signature

Name:

Designation:

NRIC No.:

Date:

Note on signatory of this document:

We recommend that the signatory of this document to be the highest position in the hierarchy whenever possible or feasible or at least at the HOD level of the relevant department that has regular dealing with the Group. Signing as witness would be the regular sales / admin personnel interacting / communicating with the Group.

DECLARATION OF INTEREST BY BUSINESS PARTNERS TO LUXCHEM CORPORATION BERHAD AND ITS SUBSIDIARY COMPANIES (“LCB”)

1. This declaration of interest is made by <insert name of person or company> (..... <insert company no. if applicable>) (“Business Partner”) to LCB pursuant to the requirement under LCB’s Code of Conduct for Business Partners (the “Code”).

2. I / We declare the following:

a) I / We understand my / our obligations to declare any conflict of interest to LCB.

Our shareholders / directors / personnel holding key management function and their close family members **DO NOT** have any relationship with any employees or members of the Board of LCB.

The following shareholders / directors / personnel holding key management function **HAS** a relationship with an employee of LCB or members of the Board of LCB, by virtue of their close family members position. Details are provided below:

No.	Name	Relationship with the Business Partner	Relationship with LCB

b) I / We, including our shareholders / directors / personnel holding key management functions and their close family members **DO NOT** have any interest that could be in conflict with my / our work with LCB;

I / We am / are **NOT RELATED** to any of LCB Group of Companies; or

I / We am / are **RELATED** to LCB Group of Companies. Details are provided below:

No.	Name of Company	Nature of Relationship

- c) For the duration of the engagement that I / we enter with LCB, I / we shall not do any act or commit any omission which may give rise to a conflict of interest in the discharge of my / our work in relation to the engagement entered into with LCB;
 - d) I / We agree to be bound by the Code and warrants that no conflicts of interest exist or likely to arise in the performance of my / our obligations under the engagement;
 - e) I / We declare and affirm that the contents of this declaration are true and correct.
3. In the event that a situation of an actual or potential conflict of interest arises after the date of this declaration, I / we shall immediately disclose to LCB. Upon such disclosure, I / we agree that LCB may take any action as it deems fit regarding my / our existing or potential dealings, arrangements or contracts with LCB.
4. I / We acknowledge that the obligations in this declaration shall commence from my / our acceptance and agreement to the Code or commencement of the procurement exercise, whichever is the earlier and survive throughout the engagement or contract / agreement, including the termination and expiration of the engagement or contract.

Acknowledgement of acceptance to the Declaration of Interest by:

Signature & company's stamp:
Name of Company's authorised
representative:
Designation:
Date:

Witness's signature:
Name of Witness:
Designation:
Date:

Note on signatory of this document:

We recommend that the signatory of this document to be the highest position in the hierarchy whenever possible or feasible or at least at the HOD level of the relevant department that has regular dealing with the Group. SigninG as witness would be the regular sales / admin personnel interacting / communicating with the Group.

**DECLARATION OF INTEGRITY TO LUXCHEM CORPORATION BERHAD AND ITS
SUBSIDIARY COMPANIES (“LCB”)**

1. This declaration of integrity is made by<insert name of person or company>, <insert company no. if applicable> (“Company”) to LCB pursuant to the requirement under LCB’s Code of Conduct for business Partners (the “Code”).

2. In line with the Code, the Company declares that the Company and its employees, agent, representatives, suppliers and subcontractors (the “Company’s Representative”), shall:-
 - a) Comply with the Code and any revision thereto, relevant laws, rules and regulations for the time being enforced as well as any policies and internal procedures which are made known to the Company or which form part of the Agreement before, during and after the duration of the Agreement;
 - b) Exercise reasonable care and due diligence to avoid any situations of potential and / or actual conflicts of interests;
 - c) Promptly inform LCB or the responsible point of contact in writing of an actual or potential conflict of interest situation;
 - d) Not gain improper advantage or preferential treatment in the Company’s relationship with LCB’s employees or members of the Board of LCB;
 - e) Inform LCB of the company’s relationship with LCB’s employees or members of the Board of LCB, upon having knowledge of existence of any relationship, which may influence the objective of the Company’s business conduct with LCB;
 - f) Operate in a professional manner in the course of the Company’s dealing with LCB and while on LCB’s premise, facility or construction site; and
 - g) Comply with LCB’s security policies and procedures while providing services at LCB’s premise, facility or construction site.

3. The Company shall promptly inform LCB’s responsible point of contact of any breach of the Code and cooperate with LCB in any investigation of such breach involving the Company or the Company’s Representatives;.

4. The Company acknowledges that LCB has the right to take any action as stated in the Code if the Company or the Company's Representative is found to have breached any requirements in the Code or any other terms and conditions imposed pursuant to the Code.
5. If there are any individuals, including any employees of LCB who solicit, receive or agree to receive any gratification of any kind whatsoever for himself or for other person on the account of those individuals doing or forbearing to do anything in respect of any matter related to the procurement, the Company shall raise this matter to LCB or the responsible point of contract in writing.
6. The Company acknowledges that the obligations in this declaration shall commence from the Company's acceptance and agreement to the Code or commencement of the procurement exercise, whichever is the earlier and survive throughout the Agreement, including the termination and expiration of the agreement.

Acknowledge of the Acceptance to the Declaration of Integrity by:

Signature & Company stamp:

Witness's signature:

Name of Company's authorised representative:

Name of Witness:

Designation:

NRIC

Date:

Date:

Note on signatory of this document:

We recommend that the signatory of this document to be the highest position in the hierarchy whenever possible or feasible or at least at the HOD level of the relevant department that has regular dealing with the Group. SigninG as witness would be the regular sales / admin personnel interacting / communicating with the Group.