

## **SIME DARBY VENDOR CODE OF BUSINESS CONDUCT**

At Sime Darby, our success is not only measured by the results we achieve, but also how we achieve them. Behaving in an ethical manner is our responsibility and as such, the conduct of our Vendors are important to Sime Darby. Therefore, it is vital that a specific Vendor Code of Business Conduct (“**Vendor COBC**”) be established to provide guidance to the Vendors on the required standards of behaviour when conducting work for Sime Darby. The standards of behaviour are derived from Sime Darby’s Core Values and Business Principles.

In this handbook, the expressions “The Group” and “Sime Darby” are used interchangeably to refer to Sime Darby Group Companies, including the Company in general. Similarly the words “we”, “our” and “us” are also used to refer to Sime Darby Group Companies including all of its Directors and Employees.

## **SIME DARBY'S CORE VALUES**

### **Integrity**

Uphold high levels of personal and professional values in all our business interactions and decisions.

### **Respect & Responsibility**

Respect for the individuals we interact with and the environment that we operate in (internally and externally) and committing to being responsible in all our actions.

### **Enterprise**

Seek and seize opportunities with speed and agility, challenging set boundaries.

### **Excellence**

Stretch the horizons of growth for ourselves and our business through our unwavering ambition to achieve outstanding personal and business results.

## **SIME DARBY'S BUSINESS PRINCIPLES**

Sime Darby's foundation is built on the Core Values, which guide our actions and the way we conduct our business. This is applied in our Business Principles:

### **Health, Safety and Environment**

Health and safety are important to our Employees and the communities where we operate.

We ensure our business operations are sustainable, by proactively addressing environmental challenges and respecting fundamental human rights, without sacrificing long-term economic value creation.

### **Compliance**

Complying with all laws and regulations in the countries that we operate.

### **Working with Local Communities**

Engaging with and contributing to local communities in a socially responsible manner wherever we operate, without compromising the benefits of any particular stakeholder.

### **Fair Business Practices**

Ensuring that we promote fair business practices and compete in an ethical manner.

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## **1. PURPOSE**

The Vendor COBC handbook provides guidance on the standards of behaviour required from all Vendors of Sime Darby.

## **2. SCOPE**

This Vendor COBC applies to:

- All Vendors of Sime Darby when conducting work for Sime Darby.
- All Vendor's subsidiaries, affiliates and all other parties that they have appointed to conduct work for Sime Darby.

## **3. GENERAL PRINCIPLES OF THE VENDOR COBC**

This Vendor COBC outlines the standards of behaviour required from the Vendors in relation to labour & human rights, environment, safety & health and ethics & management practices.

The Vendor COBC is not an exhaustive document and does not address every possible situation. Vendors are obliged to familiarise themselves with and adhere to all applicable policies, procedures, laws and regulations of the countries in which they operate.

When there is a conflict between the provisions of this handbook and any other regulatory and legislative provisions, the stricter provisions shall apply. However, if the local custom or practice conflicts with this handbook, Vendors are required to comply with the Vendor COBC.

If there is any ambiguity or doubts with regards to the above, Vendors shall consult the party in Sime Darby whom they are contracting with for clarification and guidance.

## **4. RESPONSIBILITY AND COMPLIANCE WITH THE VENDOR COBC**

Vendors are required to:

- Understand and comply with the Vendor COBC.
- Disseminate, educate and verify compliance of their Employees, subsidiaries, affiliates and all other parties that they have appointed to conduct work for Sime Darby, to this Vendor COBC.

Vendors shall read and declare compliance with the Vendor COBC via the Vendor Letter of Declaration (“**VLOD**”). Through this pledge, the Vendor commits that all its operations are subject to the provisions contained in this Vendor COBC. Depending on the business needs, further requirements may be imposed on the Vendors through a separate agreement or terms and conditions.

Vendor shall maintain accurate and complete records pertaining to the performance of the services. Sime Darby reserves the right to audit the Vendor's records relating to its performance as set out in the third party agreements to permit ongoing assessment of risk.

Violation of the Vendor COBC may jeopardise the Vendor's business relationship with Sime Darby. Vendors may be subjected to appropriate action(s) by Sime Darby which may include suspension, termination up to and including blacklisting. Violation of the

Vendor COBC that is related to criminal acts or such that is governed and regulated by law may result in prosecution after referral to the appropriate authorities.

## **LABOUR AND HUMAN RIGHTS**

### **5. LABOUR & HUMAN RIGHTS**

Sime Darby is committed to ensuring an ethical business conduct that protects the rights of Employees and workers in our operations. When conducting work for Sime Darby, Vendors, their subsidiaries, affiliates and all other parties that they have appointed to conduct work for Sime Darby are required to uphold respect for human rights including labour rights as outlined in our Human Rights Charter<sup>1</sup>, by treating their Employees and workers with respect, trust, honesty and dignity, and by providing a fair and ethical workplace. Vendors are also encouraged to have similar commitments within their own business practices.

In the course of conducting work for Sime Darby, Vendors are required to demonstrate the following standards of behaviours, where applicable:

#### **5.1 Equal Opportunity and Non-Discrimination**

We promote diversity and inclusion and will not tolerate any form of discrimination. Vendors are encouraged to provide equal opportunities to all of its Employees to ensure that employment-related decisions are based on relevant qualifications, merit, performance and other job-related factors and in compliance with all applicable laws and regulations. Vendors shall not discriminate against any Employee based on personal characteristics, such as gender, race, colour, disability, nationality or citizenship, religious belief, ethical belief, marital status, age, political opinion, employment status, family status, sexual orientation, family violence, union membership status or involvement in union activities unless specific laws or regulations expressly provide for selection according to specific criteria.

#### **5.2 Elimination of Harassment & Violence**

Vendors are required to promote an environment where all forms of Harassment and abuse are eliminated. The actions or behaviours of Harassment and violence include (but not limited to):

- Derogatory comments based on gender, racial or ethnic characteristics, and sexual advances.
- Spreading of malicious rumours.
- Use of any forms of communication channels such as emails, voicemail or social media to transmit derogatory or discriminatory material.

#### **5.3 Illegal Substances**

Sime Darby strictly prohibits the use or transfer of illegal drugs or other illegal substances in its workplace. Vendors shall ensure that such acts are not conducted by its Employees, while performing work for Sime Darby.

Sime Darby's Human Rights Charter is available on our website at [www.simedarby.co.nz/legal](http://www.simedarby.co.nz/legal)

#### **5.4 Criminal Activities**

Vendors shall ensure that none of its Employees assigned to conduct work for Sime Darby are engaged or involved in any behaviour or activities that may be categorised as subversive or commit any wrongdoing, criminal or otherwise that is punishable under the laws of the countries where they operate. This may include (but not limited to) the use of business dealings/ transactions with Sime Darby as a cover up for their criminal, subversive and act of wrongdoings.

#### **5.5 Reasonable Wages, Benefits & Working Hours**

Vendors shall provide fair and reasonable employment conditions for its Employees, in particular, those assigned to perform work for Sime Darby. Such employment conditions include, but not limited to:

- Providing wages and / or salary to its Employees based on the legally determined minimum wage that promotes productivity targets, and ensuring overtime work is compensated statutorily.
- Complying with legal requirements on reasonable working hours, including on holiday and leave entitlements.

#### **5.6 Freedom of Association & Rights to Collective Bargaining**

We respect the rights of Employees to join and form organisations of their own choice and to bargain collectively. Vendors are encouraged to grant its Employees the right to Freedom Association and Collective Bargaining in accordance with all applicable laws and regulations. In the absence of formal representation, Vendors are encouraged to provide alternative means of Employee engagement and grievance remedy.

#### **5.7 Eradication of Exploitation**

We endeavour to eradicate all forms of bonded and forced labour, slavery, human trafficking and sexual exploitation by implementing International Labour Organisation (ILO) core labour standards and conventions. When supplying labour to perform work for Sime Darby, Vendors shall refrain from using or facilitating any of the following activities:

- Employees are not charged with recruitment fees for the purpose of restricting free movement.
- Employees' original identification documents, passports or work permits are not retained involuntarily by Vendors.
- Payment of Employees' salaries are not withheld or delayed beyond the extent permitted by applicable laws and regulations in the countries where the Vendors operate.

In addition, the Vendors shall ensure that recruitment of Employees is done via legitimate recruitment agencies, which are properly licensed to operate under applicable laws.

## **5.8 Abolishment of Child Labour & Protecting the Rights of Children**

We seek to promote the well-being of children and safeguard them from any form of maltreatment or exploitation, including but not limited to child sex tourism, child trafficking, and child pornography. As such, Vendors shall not employ anyone under the age of 18 or the applicable minimum legal age in the countries they operate, unless in vocational and/ or formal and structured apprenticeship, educational and training programmes.

## **5.9 Respecting Community Rights & the Rights of Indigenous and Vulnerable People**

We uphold the process of Free, Prior and Informed Consent and recognise that, in addition to applicable laws and permits tied to the land, Māori people and their local communities have the right to give or withhold their consents to proposed projects that may affect the lands they customarily own, occupy or otherwise use.

Vendors must respect the land rights of these communities affected by their operations in adherence to this process. These communities shall be consulted to clarify the rights or claims which come along with the land titles, so that harmony can be maintained. When dealing with these communities on behalf of Sime Darby, Vendors shall consult the party in Sime Darby whom they are contracting with on any required decision making or actions to be taken.

Vendors are also required to protect and respect the rights of vulnerable people such as marginalised groups, persons of different abilities and refugees.

# **ENVIRONMENT, SAFETY & HEALTH**

## **6. ENVIRONMENT, SAFETY & HEALTH**

Sime Darby strives to provide a safe, secure and healthy working environment to our Employees and workers in our operations to support the wellbeing of our communities. Vendors are required to create and maintain safe working environment and to comply with the Environmental and Workplace Health and Safety Health laws and regulations of the countries where they operate.

In the course of conducting work for Sime Darby, Vendors are required to demonstrate the following standards of behaviours, where applicable:

### **6.1 Workplace Environment**

Vendors shall provide a safe and healthy working environment for its Employees in order to eliminate or minimise risks so far as is reasonably practicable. As such, their Employees shall be provided with free and adequate protective equipment and tools to undertake their tasks safely. Any reports on unsafe equipment and tools, hazardous conditions and accidents must be acted upon immediately.

Vendors shall also ensure that their Employees use the protective equipment and tools that are provided to them, including those provided by Sime Darby.



## **6.2 Reasonable accommodation**

Vendors shall ensure work services and facilities for its Employees are reasonable, by providing access to basic needs such as (but not limited to) clean toilet and bathroom facilities, potable water, sanitary food preparation and storage facilities, adequate lighting, ventilation, and reasonable personal space. Company-provided accommodations shall be safe and sanitary, and are constructed and maintained according to all applicable laws and regulations.

## **6.3 Emergency Preparedness**

Vendors shall be prepared in handling emergency situations and adequately provide its Employees with all the necessary health and safety information, equipment and facilities. Vendors shall ensure that:

- Written health and safety information, hazardous materials safety data sheets and warning signage are available, displayed and communicated in appropriate languages and forms that are understood by its Employees.
- Employees are adequately trained on safe working practices, accident procedures and emergency evacuation procedures.
- Employees are granted access to first aid equipment, medical facilities, fire exits, as well as fire-fighting and safety equipment.

## **6.4 Environmental Protection**

Vendors are required to minimise health and environmental risk by utilising natural resources responsibly and reducing waste and emissions, where practicable. Vendors shall implement measures to prevent pollution and ensure that hazardous materials do not come into contact with the environment or are incorrectly handled or disposed.

Vendors shall also ensure that Sime Darby's procedures regarding environmental protection are followed and in the absence of such procedures, they shall comply with the applicable laws and regulations pertaining to the environment and sustainability.

# **ETHICS & MANAGEMENT PRACTICES**

## **7. ETHICS & MANAGEMENT PRACTICES**

Vendors are required to conduct their businesses in accordance with the standards of ethical behaviour prescribed in this Vendor COBC and in accordance with all applicable laws and regulations.

In the course of conducting work for Sime Darby, Vendors are required to demonstrate the following standards of behaviours, where applicable.

## **7.1 Avoiding Conflicts of Interests**

A conflict of interest arises when there is a personal interest that could be seen to have the potential to interfere with the objectivity in performing duties or exercising judgement.

Vendors must not use their positions, official working hours, Sime Darby's resources and Assets for their personal gain or for the advantage of those they are associated with.

Vendors shall avoid conflicts of interests when dealing with Sime Darby. Vendors who find themselves in a situation of conflict whether actual or potential are required to disclose it to Sime Darby.

### **7.1.1 Dealings with Sime Darby**

In the event that the Vendor is related to any of Sime Darby's Directors or Employees or their Family Members who has any substantial financial interest in a Vendor's business, the Vendor shall disclose such information to the party in Sime Darby whom the Vendor is contracting with, except in the case where the Vendor is a public listed company and such financial interest is less than 5% in equity.

### **7.1.2 Dealings with a Director or Employee of Sime Darby**

Vendors may have personal dealings with any of Sime Darby's Directors or Employees or their Family Members. However, in such cases, Vendors shall ensure that these dealings are on an arms-length basis e.g. sales/ purchases with terms which are not more favourable than those offered to the public.

### **7.1.3 Family Members and Close Personal Relationships**

Any Vendor's Director or Employee who has a family relation or close personal relationship to a Director or employee of Sime Darby, must disclose such relationship to the party in Sime Darby whom the Vendor is contracting with in order to ensure that their appointment as a Vendor will not be partly or fully determined, influenced or supervised by the said Director or employee of Sime Darby. The Vendor shall fairly compete for any job awards based on their qualification, performance, skills, experience, pricing and other commercial offerings.

## **7.2 Guarding Against Bribery and Corruption**

Sime Darby takes a zero-tolerance approach towards bribery and corruption. As enforced by the local authorities in the countries where Vendors operate, the consequences of bribery and corruption are severe, and may include imprisonment for individuals, unlimited fines and debarment from tendering for public Contracts.

Vendors shall comply with all applicable Anti-corruption Laws in all countries where they operate.

Vendors shall not attempt to influence others or be influenced, either directly or indirectly, by offering, giving, or accepting Bribes or acting in any way that is or may be considered to be corrupt or unethical or might bring Sime Darby's reputation into disrepute.

Specifically, the Vendor shall not, either directly or indirectly, offer or give any Bribe to any employee, officer or agent of Sime Darby or any other individual representing Sime Darby, as an inducement, incentive, reward, gift or bonus to be selected and/ or for any other purpose connected to Sime Darby's dealing.

The Vendor shall not directly or indirectly promise, offer, grant or authorise the giving of any Bribe to Government Officials, officers of private enterprises and their Connected Persons to obtain or retain a business or an advantage in the conduct of business related to Sime Darby.

For the avoidance of doubt, these include:

- Commissions that Vendors have reason to suspect will be perceived as bribes or have reason to suspect will be used by the recipient to pay bribes or for other corrupt purposes; and
- Facilitation payments ('grease payments') which are regarded as payments to Government Officials to gain access, secure or expedite the performance of a routine function they are in any event obligated to perform. Sime Darby does not allow facilitation payments to be made. Vendors must inform the party in Sime Darby whom they are contracting with when faced with any request for a facilitation payment. If Vendors have made any payment which could possibly be misconstrued as a facilitation payment, the party in Sime Darby whom they are contracting with must immediately be notified and the payment recorded accordingly.

Vendors must also refrain from any activity or behaviour that could give rise to the perception or suspicion of any corrupt conduct or the attempt thereof. Promising, offering, or giving or accepting any Bribe in order to influence the decision of the recipient or to be so influenced may not only result in contractual breach but also criminal charges.

### **7.3 Gifts, Entertainment and Travel**

Sime Darby prohibits the use of improper gifts, entertainment and travel to influence business decisions. Vendors are required to comply with all applicable laws and regulations related to the use of gifts, entertainment and travel in all countries in which they operate.

It is acknowledged that the practice of business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The intention behind the gift should always be considered, so that it does not create an appearance of bad faith and impropriety and should not be misunderstood by others to be a bribe.

When acting on behalf of Sime Darby, Vendors shall not offer, give, or agree to give expensive gifts, gifts in the form of cash or cash equivalents, personal services,

frequent lavish meals, improper entertainment that is indecent or sexually oriented, travel which is not for a legitimate business purpose, or any other gifts or hospitality that may put Sime Darby in a position of conflict, to any person with an intention to influence that person with respect to a decision, act or omission in their official or professional capacity or with the intention to obtain an improper advantage. When there is a need to offer gifts on behalf of Sime Darby, Vendors must be sensitive to the recipient organisation's gift, entertainment and travel receiving policy and prior approval from the party in Sime Darby with whom they are contracting must be obtained.

#### **7.4 Donations and Sponsorships**

Company donations and sponsorships are part of a commitment to society and a way of contributing to worthy causes. Unfortunately, even legitimate donations and sponsorships sometimes have the risk of creating the appearance of bribery and corruption.

When acting on behalf of or when performing work for Sime Darby, the Vendors shall not offer any donations or sponsorships to any third parties.

#### **7.5 Protecting Group Assets**

Vendors may have access to Sime Darby's Assets in the performance of their services. Vendors are required to protect these Assets against waste, loss, damage, abuse, misuse, theft, misappropriation or infringement of Intellectual Property rights and ensure these Assets are used responsibly.

#### **7.6 Accuracy of Records of Business Transactions and Financial Information**

Sime Darby is committed to ensuring the integrity of financial information for the benefit of stakeholders, including but not limited to the board of Directors, management, shareholders, creditors and government agencies.

Vendors must ensure that all business records and documents for all transactions conducted with Sime Darby are accurate, up-to-date, legible, readily identifiable and retrievable. All records shall be handled according to the appropriate level of confidentiality and conform to generally accepted accounting principles as well as to all applicable laws and regulations of the jurisdiction in which the Vendor operate. Such records shall be furnished or made available to Sime Darby, as and when required, to facilitate verification or audit purposes.

Falsification of financial or any other records or misrepresentation of information may constitute Fraud and can result in civil and criminal liabilities for Vendors.

#### **7.7 Proprietary and Confidential Information**

Vendors are required to protect Sime Darby's Proprietary Information and Confidential Information. Such information shall only be used by Vendors for the purposes authorised for use by Sime Darby. Vendors shall not communicate or disclose such information in any manner to third parties unless such communication or disclosure is authorised by Sime Darby or in cases where such information has become publicly available.

Vendors have an obligation to continue to preserve the Proprietary Information and Confidential Information even after their contractual obligations to conduct work for Sime Darby have been completed or have ceased to take effect, unless such disclosure is required by order of any court of competent jurisdiction or any competent judicial, governmental or regulatory authority.

## **7.8 Insider Information, Securities Trading and Public Disclosure**

As a public listed company, Sime Darby is required to comply with various laws and regulations to make timely, full and fair public disclosure of information that may materially affect the market or its stock.

Vendors of Sime Darby are not allowed to trade in securities or other financial instruments based on the information that is obtained in the performance of duties, if that information has not been reported publicly.

Vendors must also refrain from disclosing insider information to anyone, including their Family Members and friends, unless such disclosure is required by order of any court of competent jurisdiction or any competent judicial, governmental or regulatory authority.

Disclosure of material, non-public information to others can result in civil and criminal penalties.

## **7.9 Personal Data Protection**

Sime Darby respects the privacy and confidentiality of its Employees, Directors, Counterparties, Business Partners and customers' personal data. Vendors are required to do the same by keeping personal data private and protected, unless access is granted for legitimate business purposes.

Vendors are required to comply with the applicable laws, such as the Privacy Act 2020 (NZ). Appropriate measures must be taken when dealing with personal data in terms of collection, processing, disclosure, security, storage and retention.

## **7.10 Social Media**

Vendors who are tasked to manage Sime Darby's official social media accounts are responsible in ensuring that the management of the accounts, and the activities within, are in accordance to Sime Darby's Social Media Policy. In such cases, Vendors are responsible to acquire a copy of Sime Darby's Social Media Policy from the party in Sime Darby whom they are contracting with.

## **7.11 Competition and Anti-trust Laws**

Vendors are required to comply with competition and Anti-trust Laws that govern the countries in which they operate. Vendors shall not use illegal or unethical methods to compete in the market or collude with other Vendors in the business dealings with Sime Darby. This includes without limitation:

- exchanging competitive information with Competitors;
- bid rigging (including arrangement to submit sham bids);

- price fixing or terms related to pricing;
- market, territories or customers allocations;
- adopting strategies to illegally exclude Competitors from the market, such as, without limitation anti-competitive bundling or predatory pricing or any other prohibited conduct that limits free and fair competition.

#### **7.12 International Trade Laws**

As a multinational conglomerate company conducting business across the globe, Sime Darby is subjected to laws and regulations that govern international trade. Vendors whose line of work with Sime Darby is impacted by these laws, are required to familiarise and comply with such applicable laws and regulations particularly in relation to (but not limited to) import and export controls, such as trade barriers and import duties.

#### **7.13 Dealing with Government Authorities, Political Parties and International Organisations**

Sime Darby strives to build transparent and fair relationships with government agencies, public officials and international organisations. Vendors shall comply with the applicable laws and regulations relating to their dealings with these parties in all countries in which they operate.

Vendors shall not make any direct or indirect political contributions on behalf of Sime Darby. Vendors shall avoid from even having the appearance of making such contributions or expenditure to any Political Party, candidate or campaign on behalf of Sime Darby.

#### **7.14 Anti-Money Laundering and Anti-Terrorism Financing**

Vendors are required to comply with any Anti-money laundering and anti-terrorism financing Laws in all countries in which they operate. Vendors shall not be involved in Money laundering, either directly or indirectly, within the context of Business Transaction(s) with or on behalf of Sime Darby or otherwise in the course of business. Money laundering activities include the Vendors using their work with Sime Darby to conceal the transfer of illegally obtained funds.

Vendors should be alert to activity that may suggest Money laundering in the conduct of business connected to Sime Darby. Vendors should report such activity to the Company as soon as reasonably practicable. Such activity may include, but is not limited to, the following:

- Payments made in currencies that differ from invoices;
- Attempts to make payment in cash or Cash Equivalent (outside normal business practice);
- Payments made by third parties that are not parties to the contract; and
- Payments to or accounts of third parties that are not parties to the contract.

## CONTACT US

### 8. CONTACT US

Vendors who may have concerns about any actual or potential violations of the applicable laws and regulations including any provisions of this Vendor COBC, by any Director or employee of Sime Darby, anyone conducting work for Sime Darby, or acting on behalf of Sime Darby, shall report the matter to Sime Darby using the following reporting channels:



Whistleblowing e-Form at <http://www.simedarby.com/operating-responsibly/whistleblowing>



Emails:

Senior Independent Director: [seniordirector@simedarby.com](mailto:seniordirector@simedarby.com)

GC Whistleblowing Unit: [whistleblowing@simedarby.com](mailto:whistleblowing@simedarby.com)



Calls to Toll Free Numbers (Malaysian Office Hours; GMT+8 hours):

Malaysia (Toll Free)            1800-18-5008

Other Countries                (6019) 2688 295



Letters to Whistleblowing Unit at:

Sime Darby Berhad  
P.O.Box 03187  
47500 Subang Jaya  
Selangor, Malaysia

## 9. DEFINITIONS

The definitions of the key terms used in this Vendor COBC are as follows:

TERMS	DESCRIPTIONS
Anti-corruption Laws	Laws, including statutes, regulations and international treaties, that prohibit bribery, Fraud and corruption.
Anti-money laundering and anti-terrorism financing Laws	Laws designed to ensure that businesses take appropriate measures to detect and deter Money laundering and terrorism financing, and to assist law enforcement agencies to trace and recover criminal Assets and terrorist funding.
Anti-trust Laws	Laws intended to promote free competition in the market place by outlawing monopolies.
Assets	Tangible or intangible resources controlled by the enterprise as a result of past transactions or event and from which future economic benefits are expected to flow to the enterprise. Such resources shall include buildings, sites, equipment, tools, supplies, communication facilities, funds, accounts, computer programmes, information, technology, documents, patents, trademarks, copyrights, know-how and other resources or property of Sime Darby.
Bribe	A bribe includes any money, consideration, office, employment, inducement, reward or benefit (financial or otherwise) offered, promised or given, directly or indirectly, to another person in order to gain any improper or corrupt advantage or influence for oneself or a third party.
Business Partner	Any party with which Sime Darby has a commercial relationship with but is not in a position to exercise a significant or controlling influence over, such as Customers, Joint Ventures (non-controlling interest) and business alliances.
Cash Equivalent	An asset, such as property or stock, that has a realisable cash value equivalent to a specific sum of money, or an asset that is easily convertible to cash, for example, a Treasury bill.
Competitors	Competitors are persons or entities that render the same or very similar services or supply the same or similar products as Sime Darby in any one or a number of business environments.



TERMS	DESCRIPTIONS
Confidential Information	<p>a. Any information in any form whatsoever not generally known, and propriety to Sime Darby including but not limited to information relating to their processes, operations, trade, products, research, development, manufacture, purchasing, business, business prospects, transactions, affairs, activities, know-how, Intellectual Property, accounting, finance, planning, operations, customers data, engineering, marketing, merchandising and selling, proprietary trade information, payroll figures, personal data of Employees, customers' list, records, agreements and information, technical and other related information, and any books, accounts and records kept by Sime Darby for the purpose of its business;</p> <p>b. All information disclosed to a Director or an employee or to which the Director or employee obtains access during his/ her tenure which he/ she has reason or ought to have reason to believe to be confidential information, shall be presumed to be confidential information and shall include (but shall not be limited to) price lists, business methods, customer history, records, information and inventions; and</p> <p>c. Any such information as described in (a) and (b) above which relate to any of Sime Darby's suppliers, agents, distributors and Customers.</p>
Connected Persons	<p>Connected Persons include the following:</p> <p>a. A family member of that Business Partner or official, including his/ her spouse, parent, child (including adopted child and stepchild), brother, sister and the spouse of his/ her child, brother or sister;</p> <p>b. A body corporate which is associated with that Business Partner or official;</p> <p>c. A trustee of a trust (other than a trustee for an employee share scheme or pension scheme) under which that Business Partner or official or a member of his/her family is a beneficiary; or</p> <p>d. A partner of that Business Partner or official or a partner of a person connected with that Business Partner or official.</p>
Contract	<p>An agreement that legally obliges a party to do, or not to do, a certain thing. Examples of contracts include sales and purchase contracts, service contracts and others.</p>
Counterparties	<p>Joint Ventures (controlling interest), Consultants, agents, contractors and goods/ service providers of Sime Darby who have direct dealings with Sime Darby.</p>

TERMS	DESCRIPTIONS
Customers	Customers are persons or entities to which Sime Darby provides products or render services to and includes potential customers.
Directors	Directors include all independent and non-independent Directors, executive and non-executive Directors shall also include alternate or substitute Directors.
Employees	Employees shall encompass all personnel including senior management, managers, executives and non-executives under the employment of the Vendor. For the purposes of this policy alone, "Employees" also covers temporary staff or interns.
Ethics	Refers to standards of conduct, which indicate how to behave, based on moral duties and virtues arising from principles of right and wrong. Ethics involve two aspects namely the ability to distinguish right from wrong and the commitment to do what is right.
Family Members	Shall include the Director's or employee's spouse, parent, child (including adopted child and step child), brother, sister and the spouse of his/her child, brother or sister.
Fraud	A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegation, or by concealment of what should have been disclosed, that deceive or is intended to deceive another person.
Free, Prior and Informed Consent	The principle that a community has the right to give or withhold its consent to proposed projects that may affect the lands they customarily own, occupy or otherwise use. It implies informed, non-coercive negotiations between investors, companies or governments and indigenous peoples prior to the development and establishment of oil palm estates, timber plantations or other enterprises on their customary lands. This principle means that those who wish to use the customary lands belonging to indigenous or local communities must enter into negotiations with them.
Government Officials	Government Officials are defined broadly to include officers or employees acting on behalf of a government or public body or agency or judiciary. It could also refer to officers or employees of a government international organisation, such as the United Nations. It also includes political officials or employees of Political Parties or candidates for political office.
Harassment	Unwelcome conduct towards a person who suffers a detrimental impact and is offended, humiliated or intimidated by that conduct.

TERMS	DESCRIPTIONS
Intellectual Property	Proprietary business or technical information of value protected by patent, trademark, copyright, or trade secret laws.
Money laundering	Money laundering is the process of hiding the true nature or source of illegally obtained funds (such as from the drug trade or terrorist activities) and passing these funds surreptitiously through legitimate financial and/or business channels by means of bank deposits, investments, asset purchases or transfers from one place (or person) to another.
Political Party	A group of people organised to acquire and exercise political power.
Proprietary Information	Proprietary Information is information held by a person or entity concerning the know-how, trade secrets or other information of any kind, whether in printed or electronic format, including but not limited to Intellectual Property rights, technical information, business processes, sales forecasts, marketing strategies, customer lists or potential customer information, financial records or operations which is regarded as being confidential in nature (whether or not labelled as confidential) and belongs to and owned by Sime Darby.
Vendors	Vendors include suppliers, consultants, agents, contractors and goods/ service providers (each a “ <b>Vendor</b> ”) of Sime Darby who have direct dealings with Sime Darby.