



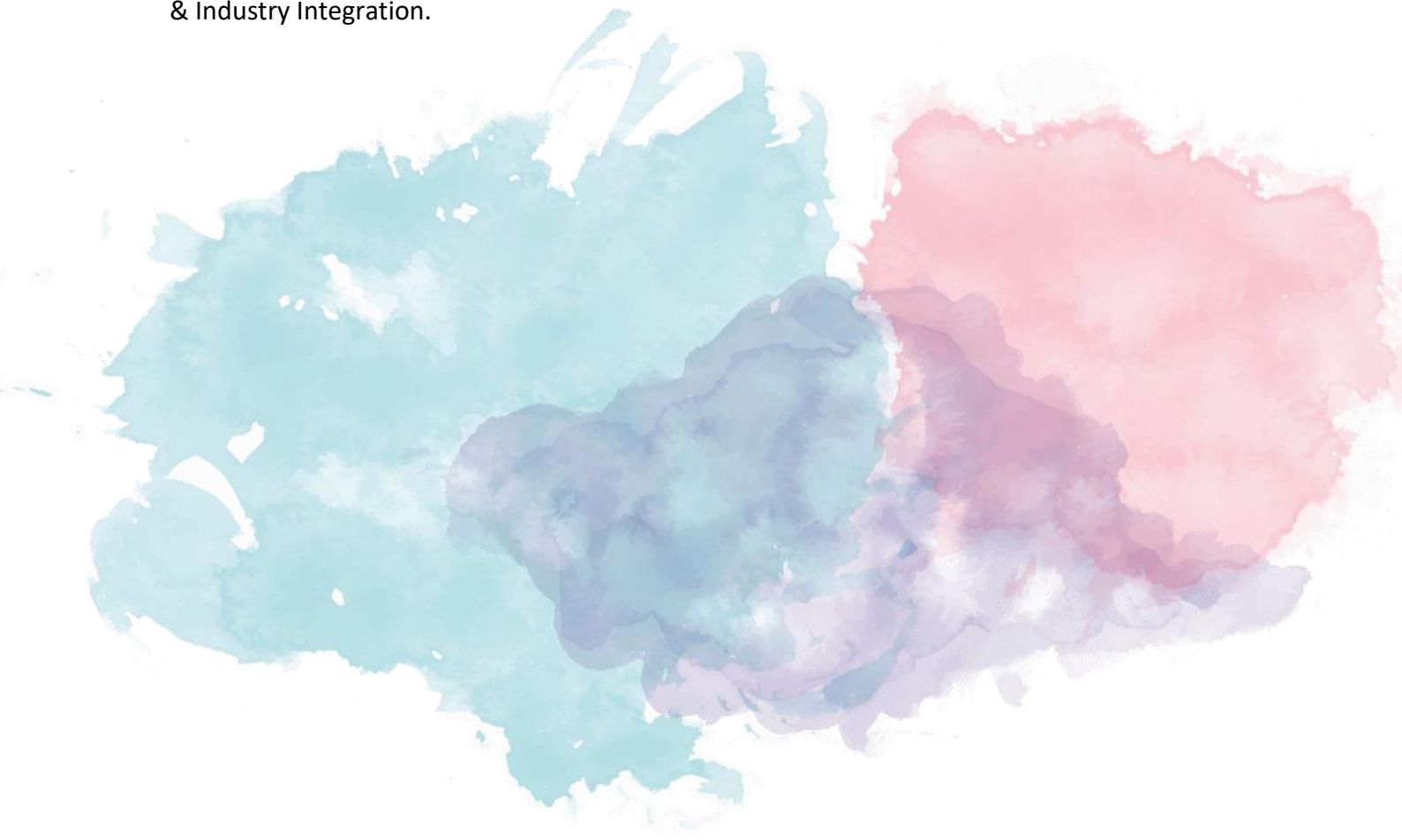
CODE OF BUSINESS ETHICS

(FOR BUSINESS PARTNERS)

About Yayasan Peneraju Pendidikan Bumiputera (Yayasan Peneraju).

Yayasan Peneraju (YP) is an agency under the Ministry of Economy that functions as Talent Bank to identify, nurture and manage Bumiputera talents to accelerate the global competitiveness of Bumiputera. We aim to establish the most efficient funnelling mechanism for talents with potential to become Value Creators through three (3) categories, which are: Professional Leaders, Business Leaders and Community Leaders.

Key functions of Yayasan Peneraju as Talent Bank include Talent Identification & Acquisition, Competency Development & Enhancement, Financial Resource Mobilisation and Networking & Industry Integration.



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1. INTRODUCTION

1.1 Objective

This Code provides guidance in resolving any business ethical issues that one may encounter in conducting business with Yayasan Peneraju.

1.2 Scope

The Code applies to all Business Partners of Yayasan Peneraju.

We are governed by the law. As responsible citizens, we are expected to adhere and be updated with the law. In the instance of a local law conflicting with a policy in the Code, the local law supersedes the Code. In the instance of a local custom or practice conflicting with a policy in the Code, the Code supersedes the former.

This Code does not include all policies of Yayasan Peneraju, but it is non-exhaustive. The Code provides general guidance for mitigating a variety of legal and ethical issues. One is expected to apply sound judgment in deciding on ethical means of dealing in any given situation involving all categories of stakeholders and Yayasan Peneraju matters in general and ask for assistance or guidance when needed.

This Code may be updated from time to time which we are expected to comply and be bound by it.

The latest version of the Code will be published on Yayasan Peneraju's website.

1.3 Responsibility and Compliance to the Code

Business Partners are expected to:

- i. Understand and comply with the Code;
- ii. Ensure the subordinates understand and comply with the Code;
- iii. Portray and exercise good ethical values;
- iv. Be aware with the changes or amendment of the Code;
- v. Be accountable for behaviors of the subordinates in failing to comply with the Code and other applicable policies, procedures, guidelines, directives, rules and practices.

We also expect our Business Partners to understand and comply with the relevant aspects of the Code. Violation of the Code may result in blacklisting or termination of their contract by Yayasan Peneraju.

Should there be other policies and procedures of the Company that are in conflict with this Code, the policies as covered in this Code shall prevail over the others.

2. DEFINITIONS

In this Code, unless the context otherwise requires the following terms shall have the meanings hereby respectively assigned to them:

Business courtesy: shall mean a gift or favour from a person or a firm, regardless of whether a business relationship exists between the Company and that person or firm, for which fair market value is not paid by the recipient, which includes tangible or intangible benefit, such as non-monetary gifts, meals, drinks, entertainment, recreation, prizes, transportation, discounts, tickets, passes, promotional items or use of donor's time, material, or equipment.

Business Partners: for the purpose of this Code shall mean person or entity, which Yayasan Peneraju has engaged with or entered into a procurement process of acquiring supplies of goods and/or services in order to fulfill the company's strategic and operational needs that require coordination of multiple disciplines across the end to end procurement value chain : pre- sourcing, sourcing and post sourcing and commercial arrangement to supply products or equipments and render services of any nature or to collaborate or to form an alliance through a letter, contract or memorandum of understanding. A Business Partner may include but is not limited to suppliers, service providers, customers, agents and/or resellers, contractors, sub-contractors, vendors, consultants, representatives, joint venture partners and others acting for or on behalf of Yayasan Peneraju.

Business Policy & Governance: a set of documents that outlines Yayasan Peneraju's policies and governance across key functional areas and indicates relevant process and procedures that supports the respective policies and governance.

Code: shall mean this Yayasan Peneraju Code of Business Ethics, a set of rules and policies, which shall govern the business conduct and relations of Business Partners of Yayasan Peneraju.

Conflict of Interest: shall mean any personal interest or material interest that any persons or entities may have and could be seen to have the potential to interfere with their objectivity in performing their duties or exercising their judgment on behalf of the Company.

Close Relationship: shall mean relationship between employee with such person who may include but not limited to any one of the categories:

- i. Spouse;
- ii. Parents including parents in-law;
- iii. Child including an adopted child and step child;
- iv. Brother or sister; and
- v. Spouse of the person referred to in sub-paragraphs (iii) and (iv) above.

Ethics: Refers to standards of conduct, which indicate how to behave, based on moral duties and virtues arising from the ability to distinguish right from wrong and the commitment to do what is right.

Gift: Refers to any gifts received from and given to third party.

Gratification: Gratification shall have the meaning as assigned to it under Section 3 of the Malaysian Anti-Corruption Commission Act 2009.

Management: Management shall cover top management of Yayasan Peneraju.

Personal Data: shall mean personal data (having the meaning defined under the PDPA).

3. PROCUREMENT PROCESS

Yayasan Peneraju's procurement philosophy is to procure by open and transparent procedure goods / services / works that are the best in terms of quality, price, quantity, delivery, supplier, and technology as to ensure the best returns to the Company. All participants in the procurement processes need to uphold the basic principles of trust, honesty, fairness, and transparent behaviour in the business dealings.

All Yayasan Peneraju's employees handling procurement shall not have any conflict of interest in any procurement activities under their responsibility. Such employee shall refrain from participating if such conflict exists.

All documents relating to procurement processes shall be documented, filed, and properly kept by the person responsible. Purchasing agreements should clearly identify the services or products to be provided, the basis for payment, and the applicable price rate or fee. The amount of payment must commensurate with the services or products provided.

3.1 Whistleblowing

If any Business Partners wish to report any possible violation of the Code, he may do so through the option available under Article 9 of this Code (Whistleblowing).

4. SHARING BEST PRACTICES

Yayasan Peneraju allows and encourages sharing of best practices document, information and knowledge with another company or organization provided that the information and knowledge shared are not regarded as proprietary information and not detrimental to or adversely affecting the Company's business and competitive advantage.

5. PERSONAL DATA

The PDPA regulates the processing of Personal Data in regards to commercial transaction. The PDPA requires compliance with the following seven Personal Data protection principles:

- i. General Principle: Use Personal Data only for the purpose it was given or for compliance with legal obligations. Consent is required if use for a different purpose or if sensitive personal data is being processed. Processing is defined as collecting, recording, holding, or storing the personal data or carrying out any operation or set of operations on the personal data including outsourced process.
- ii. Notice and Choice Principle: Consistent with the concept of fair use, a data user must notify the individual of the nature of the Personal Data being processed, the purposes for which it is collected and further processed and the data subject's right to request access to and correction of Personal Data, etc. Notification can be in electronic form as long as the individual can record and keep a copy.
- iii. Disclosure Principle: Limit disclosure of the Personal Data to the purpose which the data subject had been informed of at the time of collection and for which the data subject had consented. A list of disclosures made to third parties must be maintained.
- iv. Security Principle: Take practical steps to safeguard Personal Data from loss, misuse, modification, unauthorised or accidental access or disclosure, alteration, or destruction.
- v. Retention Principle: Do not retain Personal Data for longer than is necessary for the fulfillment of the purpose.
- vi. Data Integrity Principle: Take reasonable step to ensure that the Personal Data is accurate, complete, not misleading and kept up-to-date by having regard to the purpose, including any directly related purpose, for which the Personal Data was collected and further processed.
- vii. Access Principle: Give a data subject access to his Personal Data held by the data user and ability to correct that Personal Data where it is inaccurate, incomplete, misleading, or not up-to-date.

Personal Data relates directly or indirectly to a data subject, who is identified or identifiable from that information or from that and other information in the possession of a data user, including any sensitive Personal Data and expression of opinion about the data subject. For example: name, identity card number, date of birth, mobile number and etc.

In the case where Personal Data processing is outsourced to a third party, known as the data processor, it is the responsibility of the data user to ensure that the data processor provides sufficient guarantees to protect the personal data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration, or destruction.

The PDPA affects the Personal Data life cycle management process from the point Personal Data is collected, used, stored, and destroyed. The PDPA applies to customers, employees and third party service providers' personal data.

6. CONFLICT OF INTEREST

The potential for conflict of interest also exists if any person with whom we have a romantic, intimate relationship or Close Relationship also works at Yayasan Peneraju or is in a reporting relationship to us. This may also create opportunities for favouritism or bias. Accordingly, Business Partners are to declare to Yayasan Peneraju of family having interest in the form of directorships, partnerships, shareholdings, consultancies, advisories or through third parties and the entity(s) has business dealings with Yayasan Peneraju.

7. GIFTS, ENTERTAINMENT & HOSPITALITY (GEH)

Yayasan Peneraju prohibits the use of gifts, entertainment, and corporate hospitality to unethically influence business decisions. We must comply with all relevant and applicable policies, procedures, laws, and regulations related to these.

“Gifts” means anything of value. It can include the following (a non-exhaustive list):

- Meals
- Travel and lodging
- Discounts
- Loans
- Cash
- Services
- Prizes
- Use of vehicles or vacation facilities
- Home improvements
- Tickets to entertainment/sport events
- Gift cards or certificates
- Stocks
- Products
- Transportation

To avoid conflict of interest and presumed conflict of interest, stakeholders are encouraged not to provide or make payment for gift, entertainment, and hospitality (GEH) for employees of Yayasan Peneraju. Yayasan Peneraju employees have the right to decline/reject the GEH given/offered to avoid any perception of conflict of interest with the stakeholders.

GEH should not be given to/provided by employees to 3rd parties participating in a procurement activity during the related tendering process.

In the limited circumstances permissible to give GEH and if deemed necessary, GEH given must fulfil all the characteristics below:

- Within nominal value;
- Not be in the form of cash;
- It is legally acceptable and culturally appropriate; and
- Given not occur more than 3 times per year by the same party, not excessive and must not affect, or be perceived as affecting business judgement.

Entertainment and Hospitality refers to hospitality and entertainment received from and given to third party including but are not limited to provision of food, drink, recreation, accommodation, travelling, hospitality, or entertainment of any kind.

**Details of the parameters of gifts, entertainment and hospitality are subject to change.*

8. FIGHTING BRIBERY AND CORRUPTION

We do not tolerate bribery and corruption.

8.1 Compliance to Laws

We and our Business Partners are expected to comply with the Malaysian Anti-Corruption Commission Act 2009 ("MACCA") and all other anti-bribery and anti-corruption laws and regulations, domestic and international and treaties of the countries where we do business.

8.2 Bribery and Corruption

Our Business Partners are also prohibited from offering and/or giving any form of gratification to us as an inducement or reward for us to use our office or position when making any decision, or take any actions in relation to any matter in which the Business Partners, friends or families have an interest whether directly or indirectly.

In the event that any request for bribe is received or any offer for bribe are being made, it is a duty to submit together with the full and true description and, if known, the name of the person who solicited, or obtained or attempted to obtain the gratification.

Any offence of accepting, soliciting, giving, or offering of any form of gratification will be dealt with under the MACCA or any other laws applicable.

9. WHISTLEBLOWING

The purpose of this Whistleblowing ("WB") Procedure is to provide a guideline for all employees of Yayasan Peneraju, stakeholders and members of the public to disclose any improper conduct in accordance with the procedures as provided under Whistleblowing Policy.

Scope:

This Procedure is designed to facilitate employees, stakeholders, and members of the public to disclose any improper conduct (misconduct or criminal offence) through internal channels. Such misconduct or criminal offences include the following:

- Incident of fraud and bribery;
- Abuse of power;
- Conduct of activity which breaches any law or regulatory obligation (i.e. theft or embezzlement, misuse of Company's property/assets);

- Conflict of Interest;
- Improprieties in matters of financial reporting;
- Non-compliance with company's policies, practices, procedures, or other rules of conduct; and
- Situation which poses a danger to health, safety of any individual or significant danger to environment.

The above list is not exhaustive and includes any act or omissions, which is proven, will constitute an act of misconduct or any criminal offence within the Company under relevant legislations in force. This Procedure is to be read together with the latest approved Whistleblowing Policy.

For further information, the whistleblowing disclosure channel can be viewed on Yayasan Peneraju's website.

10. COMMITMENT OF COMPLIANCE TO YAYASAN PENERAJU'S CODE OF BUSINESS ETHICS

I hereby certify that I have read and understood Yayasan Peneraju's Code of Business Ethics (the "Code") and I understand that the Code applies to all employees in my Company especially in dealings with Yayasan Peneraju.

I agree that any business decisions and actions that I am dealing with, shall not be motivated by personal interest, considerations or relationships. If close relationships exist, my relationships with Yayasan Peneraju's employees shall not affect my independent and sound judgment on behalf of my Company.

I hereby agree that I will fully comply with all provisions of the Code and understand my responsibility to immediately report any known or possible conflict of interest situations or suspected violations of the Code accordingly.

In the event where there is any individual(s) who attempts to solicit any bribe from me or any individual(s) and/or any other breach of the Code related to this company as an inducement to be selected in Yayasan Peneraju's procurement exercises, I hereby pledge to immediately report such act(s) to Yayasan Peneraju for actions to be taken based on this Code.

I CERTIFY THAT THIS STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature :
Name :
Designation :
Company :
Date :