Hong Leong Investment Bank

CODE OF CONDUCT & ETHICS FOR BUSINESS PARTNERS

Version 1.0

Table of Content

Reference in the Relevant Legislation

1. Purpose

1.1. This Code of Conduct & Ethics for Business Partners (the "**Code**") outlines the ethical standards and principles that Business Partners must adhere to in their dealings with Hong Leong Investment Bank Berhad ("**HLIB**" or "**Bank**").

1.2. HLIB is committed to a high standard of professionalism and ethics in the conduct of its business and professional activities as set out in this Code. This Code outlines the practices and professional conduct expected of all Business Partners of the Bank in upholding the Bank's values of integrity, transparency, and accountability.

2. Scope of Application

2.1. This Code shall apply to all HLIB's Business Partners.

2.2. The Bank requires its Business Partners to strictly comply with the standards outlined in this Code and with the requirements under the applicable laws and regulations where the bank operates.

Reference in Legislat

3. Policy Statement

3.1. The Bank expects its Business Partners to adhere to this Code when conducting business with the Bank and in the performance of its contractual obligations with the bank. It is the responsibility of every Business Partner to ensure that its directors, officers, employees, agents, and contractors ("**Representative**") understand and comply with this Code.

3.2. This Code shall form part of the terms and conditions of the agreement, purchase order or legally binding document (collectively, "**Agreement**") entered into between a Business Partner and HLIB. Failure to comply with this Code shall constitute a breach of the Agreement and may result in termination of the Agreement.

3.3. This Code may be reviewed, changed, and updated from time to time, and the updated Code shall apply accordingly to a Business Partner. This Code is available and accessible to all Business Partners at our website at www.hlib.com.my/.

4. PRINCIPLES

4.1. <u>PRINCIPLE I: COMPETENCE</u>

4.1.1. Care, Skill & Diligence

Business Partners shall exercise care, skill, and diligence in discharging it obligations under the Agreement with the bank ("**Obligations**") and in all business conduct and dealings with the Bank.

Legislation

4.2 PRINCIPLE II: COMPLIANCE

4.2.1 Approval and Licenses

Business Partners must have and shall maintain all necessary regulatory approvals and licenses necessary to perform its Obligations.

4.2.2 Compliance with Laws and Regulations

(a) Business Partners must at all times comply with applicable laws, regulations and regulatory requirements, particularly those in respect to the performance of the Obligations. Business Partners shall open and transparent with regulators.

(b) Business Partners must co-operate in any investigation that the Bank may conduct in relation to any allegation of inappropriate, non-compliant or unethical behavior relating to the Business Partner, its Representative or pursuant to any business interaction or procurement exercise.

(c) Additionally, Business Partners are required to affirm that they have read, fully understood, and will comply with this Code by executing the acknowledgement form set out in Appendix 1 and returning it to the Bank prior to entering into a contractual relationship or legally binding arrangement with the Bank.

4.2.3 Anti-Money Laundering, Countering Financing of Terrorism, Countering Proliferation Financing and Targeted Financial Sanctions (AML, CFT, CPF and TFS)

(a) Business Partners must abide by all applicable laws and regulations in relation to anti-money laundering and counter financing of terrorism ("AML/CFT"), including the Anti-Money Laundering, Anti-Terrorism Financing, Anti-Restricted Activity Financing and Proceeds of Unlawful Activities Act 2001 ("**AMLA**") and its subsidiary legislation and corresponding guidelines, Bank Negara Malaysia's ("**BNM**") policy document on Anti-Money Laundering, Countering Financing of Terrorism, Countering Proliferation Financing and Targeted Financial Sanctions, relevant AML/CFT related documents issued by BNM and all other similar laws and regulations applicable in other jurisdiction where the Bank operates (collectively, "**AML Laws**").

(b) Business Partners must conduct business for legitimate business purposes and with legitimate funds.

Reference in the Relevant Legislation

4.3 PRINCIPLE III: INTEGRITY

4.3.1 General Conduct

Business Partners must uphold the highest standard of integrity and ethical conduct in all business interactions and dealings with the bank.

4.3.2 Anti-Bribery and Corruption

(a) HLIB practices zero-tolerance towards any form of bribery and corruption and is committed to conducting the business ethically and with integrity in line with HLIB's Anti-Bribery and Corruption Policy (available here) and the Malaysian Anti-Corruption Commission Act 2009, as amended from time to time, and the rules and regulations issued thereunder, and any other applicable laws relating to bribery or corruption (collectively, "**Anti-Bribery Laws**”).

(b) The Bank does not, and will not, pay, offer, accept or facilitate bribes or engage in any improper inducements for any purpose whatsoever, and in particular the Bank does not condone or consent to any person or organisation:

(i) corruptly soliciting, receiving, or agreeing to receive any gratification whether for such person or the organisation or for any other person; or

(ii) corruptly giving, agreeing to give, rewarding, promising or offering to another person any gratification whether for his/her/its own benefit or for the benefit of another person, including with intent:
- to obtain or retain business for the bank; or
- to obtain or retain an advantage in the conduct of business for the bank which includes securing or expediting the performance of an action or service that the bank is entitled to.

(c) Business Partners shall not, directly or indirectly, offer, promise, or provide any facilitation payments (defined as unofficial payments made to secure or expedite the performance of a routine action or service to which the bank is already entitled) to any person or organisation. Any request for such payment must be rejected and reported immediately to the Compliance department or through the Bank's Whistleblowing Channel (available here).

Reference in the Relevant Legislation

(d) Business Partners shall cause its directors, officers, employees, agents and contractors to comply with the ABC Policy and all Anti-Bribery Laws.

4.3.3 Misuse of Information

Business Partners are prohibited from using non-public information about the Bank, its customers or other companies that conduct business with the Bank to gain a direct or indirect advantage for the Business Partner or any other person.

4.3.4 The Bank's Assets

(a) Where the Bank's assets are extended to the Business Partners, the Business Partners shall use the Bank's assets for legitimate purposes and for the performance of its Obligations in accordance with terms of the Agreement only and safeguard them including against any damage, theft, loss, waste, misuse, or abuse, including cyber-related attacks.

(b) The Bank assets include, without limitation:

- (i) Physical assets, such as office furnishings, facilities, cars, equipment, and supplies;
- (ii) Technology assets, such as laptops, tablets, computer hardware, software, and information systems;
- (iii) Financial assets such as cash; and
- (iv) Information assets, such as intellectual property, including information about products, services, systems, and other data.

(c) The Bank monitors how the Business Partners use the bank's assets, including email and internet, as permitted by law and regulation, to detect any misconduct, security breaches or for investigation purposes.

4.3.5 Reporting Illegal or Unethical Acts

(a) Business Partners must inform the Bank if they are improperly instructed or advised to carry out illegal or unethical acts or if they witness any wrongdoing by the Bank's employees, customers, or other Business Partners.

Reference in the Relevant Legislation

(b) Business Partners are required to promptly report any;

(i) known or suspected violations of this Code or any law, regulation or regulatory requirements applicable to the bank and its business;

(ii) suspected, attempted or actual corruption incident involving the bank, or

(iii) improper conduct or wrongful act involving the bank through various communication channels including the Bank's whistleblowing channel (available here).

Business Partners are required to report the above regardless whether they are involved in the alleged violation. Just as Business Partners will be held responsible for their actions, Business Partners can also be held responsible for failing to report any action, conduct or omission of others that the Business Partner knew or should reasonably have known is a violation of any applicable policy, law, regulation or regulatory requirements.

Reference in the Relevant Legislation

4.4 PRINCIPLE IV: CONFIDENTIALITY

4.4.1 Protecting Customer and the bank 's Confidential Information

(a) Business Partners must keep secure and confidential all information related to the business and affairs of the Bank and all information received under the Agreement and in the course of the performance of the Obligations thereunder. Business Partners must take all necessary precautions to protect the confidentiality of such information, including but not limited to the following:

(i) Must treat with confidentiality all information related to the business and affairs of the Bank which is not generally available to the public;

(ii) Must not disclose or share any of the Bank's confidential information with any third party without prior written consent from the Bank;

(iii) Must implement appropriate policies, procedures, and security measures to protect the Bank's confidential information and prevent any information leakage;

(iv) Must comply with the Bank's policies and the applicable laws on the protection of personal data, including Personal Data Protection Act;

(v) Refrain from accessing any of the Bank's information technology environment and infrastructure and transfer of any information without prior written consent from the bank;

(vi) Must not plagiarise information from the Bank or from any other sources information in delivering their services to the bank;

(vii) Practice due care and diligence to safeguard confidential information of the Bank.

(b) In the course of, or after the termination of the Agreement, the Business Partners must not disclose or use the Bank's confidential information (including customer information of the Bank) which may be in any form or medium, whether or not for personal financial gain or otherwise.

Reference in the Relevant Legislation

4.4.2 Publication of materials

(a) Unless stated otherwise, all information or material/content disclosed to Business Partners or obtained by the Business Partners during the performance of its Obligations is deemed confidential.

(b) Business Partners must not publish the Bank's confidential information or material/content owned by the Bank or make copies thereof save for purposes of performing the Obligations.

(c) Business Partners shall not make any (oral, written or other) public statements including in social media and other online channels related to the business or affairs of the Bank without obtaining the prior written approval of the Bank. In the event the prior written approval of the Bank has been obtained, proper citations and references to the Bank are to be made where the Business Partners publishes material/content owned by the Bank.

4.4.3 Protection of intellectual property

(a) Business Partners in its dealing with the Bank must respect any invention, improvement, literary rights, copy rights, trademarks, patents and/or new discoveries ("Intellectual Property" (IP)) rights of the Bank. The Bank views the infringement of its IP seriously and will take legal action to protect its IP rights.

(b) Business Partners must only use software and information technology that have been legitimately acquired and licensed, while providing services to the Bank. Such software and information technology must be used in accordance with their terms of use or license.

(c) Business Partners are required to comply with the bank's information technology and security policies and procedures, to ensure maintenance and protection of the confidentiality, security and privacy of the Bank's assets and information.

(d) In the event the Business Partner or its Representatives are given permission to use the Bank's resources such as systems and e-mails, it is to be used exclusively for the performance of its Obligations. The Bank strictly prohibits Business Partners from using the Bank's resources for any unauthorised, illegal, or malicious acts.

(e) Business Partners must comply with the IP rights of the Bank and all other third parties and manage all such transfer to or from the Bank, in a manner that protects the Bank's IP rights.

Reference in the Relevant Legislation

4.5 PRINCIPLE V: OBJECTIVITY

4.5.1 Conflict of interest

Business Partners must avoid engaging directly or indirectly in any personal, business or other activities that gives rise to a conflict of interest in the performance of its Obligations and in its engagement with the Bank. Conflicts of interest can arise from various situations, including but not limited to:

a. Other Business Interest

Conflict of interest arises when a Business Partner or any of its personnel has an external business interest or investment that may create or be perceived to create a conflict with the Bank's interest. This includes any financial, professional or personal interest in competing businesses or in business activities (excluding the provision of goods or services to another party in the ordinary course of business) that may undermine the bank's objective, operations or reputation.

b. Procurement Conflict

A procurement conflict of interest arises when any of the Business Partner's personnel who are directly involved in the engagement have a relationship with the Bank employees who are directly involved in evaluating or making decisions regarding the engagement. This includes instances of official dealings and/or private interest through their past employment with the Business Partners (less than a year);

c. Family and Personal Relationships

Conflicts of interest may also arise from personal relationships, particularly those involving family members, which could unduly influence or be perceived to influence a business decision. Business Partners must disclose to the Bank in writing any family connections or personal relationships that may create such a conflict of interest in connection with the Business Partner's engagement with the bank or in the performance of its Obligations.

- For the purpose of this Code, family connections include spouses, dependents of the spouse; child (including step/adopted children), spouse of the child; parents; and brother or sister and their spouses.

Reference in the Relevant Legislation

- “Dependent" here refers to a person who is financially dependent on the individual or his spouse for his livelihood e.g. a person who receives financial assistance on a regular basis from the individual/spouse.

d. Improper Advantage or Preferential Treatment

Business Partners are prohibited from gaining or receiving improper advantage or preferential treatment or special consideration in their relationship with the Bank’s directors or employees. Any offer, solicitation or acceptance of benefits or services that could influence business decisions or create the appearance of bias must be avoided.

Business Partners are required to disclose any actual or potential conflict of interest to the Bank in writing. Please refer to **Appendix 1** for the declaration form.

4.5.2 Misrepresentation

(a) Business Partners must not misrepresent its capabilities to the bank in any of its dealings with the Bank.

(b) In securing the Agreement with the Bank, Business Partners are prohibited from misrepresenting its capabilities, competency and performance in the delivery of goods and services to the bank.

4.5.3 Gifts and entertainment

Business Partners and their Representatives must not offer gifts or entertainment or other incentives to the Bank’s directors or employees including their family members, in order to obtain or retain the business, secure preferential treatment to influence the Bank’s directors’ or employees’ business decision.

Reference in the Relevant Legislation

4.6 <u>PRINCIPLE VI: ENVIRONMENT</u>

4.6.1 Health and Safety

The Bank is fully committed to ensuring a safe and injury-free workplace. Achieving this goal requires the support, commitment and dedication of all Business Partners. To achieve these goals, Business Partners are required to:

(a) Comply with applicable laws such as the Occupational Safety and Health Act 1994, as amended from time to time, as these laws relate to ensuring the health and safety of the Business Partners' workforce and all persons that may be present at Bank's premises including our employees and our customers.

(b) Comply with the Bank's workplace safety policies and procedures, including the Bank 's Occupational Safety and Health policy.

(c) Demonstrate a commitment to maintaining a safe working environment.

(d) Ensure that all Business Partners and their Representative are qualified and equipped to perform activities safely.

(e) Develop and enforce health and safety procedures that are applicable to each Business Partners' operations and consistent with industry best practices.

(f) Provide adequate resources to manage workspace safety and to ensure that all its personnel understand and properly exercise safety practices and procedures.

(g) While at the Bank's premises, practice good physical security habits and be on the alert to ensure the safety of the Business Partner's and the Bank's employees and customers. Do not allow unauthorised individuals into secure areas. Business Partners shall promptly report any criminal or suspected criminal activity or situations that could pose a threat to Business Partners or Bank 's employees.

(h) Any acts or threats of violence towards Bank personnel or another person during the performance of the Agreement, on Bank 's premises or to Bank's property are prohibited and should be reported immediately to the Bank. The unauthorised possession or use of weapons, or menacing references to weapons, while performing the Obligations, on Bank's premises or during Bank's events, is strictly prohibited.

nce in theRelevant Legislation

(i) Business Partners are to always practice the following:

- If the Business Partners become aware of any actual or potential health or safety hazard, to report it immediately to the Bank.
- Any accidents at the bank's premises involving injury or damage must be reported to the Bank; and
- Always maintain a clean, hazard free and healthy environment in the performance of its Obligations.

4.6.2 Bank Premises

Where Business Partners are granted access to the Bank's premises, Business Partners are reminded to always be mindful and sensitive in actions and words at Bank's premises. Business Partners are prohibited from:

(a) Using audio, video, or other recording equipment to record meetings, discussions, interviews, or workplace conversations at Bank's premises or in the performance of its Obligations without the express approval of the Chairperson of the meeting or the person being recorded (recordings carried out by Bank for official purposes are excluded from this restriction);

(b) Carrying out personal activities such as promoting religious or political beliefs among the occupants of Bank's premises;

(c) Carrying out political campaigns at Bank's premises;

(d) Performing prayer rituals at places other than at prayer rooms.

Business Partners must provide sufficient information for the Bank to perform security vetting of its Representative and provide all reasonable requests for further documents or information prior to entering to the bank premises.

Business Partners and its Representatives must display the bank's security pass at all times while on the Bank's premises and Business Partners and its Representative are only permitted to access areas for which they have been authorised to access and which are necessary for the performance of their Obligations.

Reference in the Relevant Legislation

4.6.3 Conduct

Business Partners must not, at any time, engage in, or support acts of harassment or inappropriate or abusive conduct against the bank's employees, customers or other Business Partners. Examples of unacceptable conduct include unwelcomed jokes, threats, physical contact, derogatory comments, teasing, bullying, intimidation or other offensive or abusive language or action.

4.6.4 Drug-Free Workplace and Alcohol Consumption

Business Partners must not consume or be under the influence of alcohol at any time during the performance of its Obligations, at Bank's premises and/or at Bank-sanctioned event.

Business Partners must not grow, sell, manufacture, distribute, possess, use or be under the influence of illegal drugs in Bank's premises or while performing its Obligations.

4.6.5 Environmental Impact

Business Partners should set forth minimum standards for environmental impact, including establishing sustainable operational practices that comply with all applicable regulations related to the protection of the environment.

Bank encourages Business Partners to implement effective and innovative environmental practices such as;

i. Minimisation of waste;
ii. Recycling practices both at Business partner's premises as well as at Bank's premises;
iii. Proper disposal of hazardous materials;
iv. Use of non-toxic chemicals;
v. Responsible use of natural resource; and
vi. Sustainable practices.

Reference in the Relevant Legislation

5.0 CONSEQUENCE MANAGEMENT

(a) Failure by any Business Partner to comply with this Code or applicable laws and regulations will be considered a breach of the Agreement and may result in the Bank taking one or more of the following actions:

i. Suspension or termination of any or all Agreements with the Business Partner;

ii. Require that any Representatives of the Business Partners who violate or act inconsistently with this Code be immediately substituted;

iii. Disqualifying the Business Partners from participating in any tender or procurement exercise for a period to be determined by the Bank at its sole discretion;

iv. Prohibiting the Business Partners or its Representative from entering the Bank's premises or performing any of its Obligations;

v. Reporting the breach to relevant authorities or regulators, as appropriate.

These actions are without prejudice to any other rights or remedies the Bank may have under the terms of the Agreement or under applicable laws.

(b) Bank reserves the right to monitor compliance with this Code as a condition of doing business. This may include conducting due diligence or background checks on the Business Partners and its Representative conduct on-site audits, or any other action deemed appropriate by the bank. Business Partners agree to fully cooperate with these efforts and ensure that all requested information is made available to the Bank.

(c) Business Partners shall grant the Bank the right to conduct the necessary audit, review and inspections (including on-site inspections) of any relevant business records, systems, documents, accounts and processes, and to obtain any report in relation to the performance of their Obligations at any time.

(d) If the Bank 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 to the Bank such information as required.

Reference in the Relevant Legislation

6.0 DEFINITION

The following terms used in this Policy are defined as follows:

ABC	anti-bribery and corruption
AML, CFT, CPF and TFS	Anti-Money Laundering, Countering Financing of Terrorism, Countering Proliferation Financing and Targeted Financial Sanctions
AML Laws	has the meaning defined in paragraph 4.2.3(a) above
AMLA	Anti-Money Laundering, Anti-Terrorism Financing, Anti-Restricted Activity Financing and Proceeds of Unlawful Activities Act 2001
Anti-Bribery Law	means the MACC Act 2009, as amended from time to time, and the rules and regulations issued thereunder, and any other applicable laws relating to bribery or corruption
BNM	means Bank Negara Malaysia
Business Partners	including vendors, suppliers, service providers, contractors, consultants, agents, and representatives engaged or appointed by HLIB, as well as any other person performing work or services for or on behalf of HLIB and any person(s) appointed by them in any capacity to deliver goods to and/or perform any part of the services for HLIB, including their employees, agents, suppliers and sub-contractors
Code	means this Code of Conducts and Ethics for Business Partners
HLIB or Bank	refers to Hong Leong Investment Bank Berhad
MACC Act 2009	means the Malaysian Anti-Corruption Commission Act 2009

7.0 POLICY DOCUMENT INFORMATION

Policy Owner	Manager of Procurement & Outsourcing
Responsible Person(s)	nil
Summary of Changes	Refer to Schedule 1
Version No.	1.0
Effective Date	22 July 2026
Next Review Date	All policies are to be reviewed yearly from the Effective Date
Related Policy and Procedures	nil
Concurred by	GMD/CEO – 2 July 2026
Endorsed by	BRMC – 10 July 2026
Approved by	Board – 22 July 2026

Appendix 1

CODE OF CONDUCT & ETHICS FOR BUSINESS PARTNER
ACKNOWLEDGEMENT & INTEGRITY DECLARATION AND UNDERTAKING

The undersigned Business Partner acknowledges, undertakes and agrees that:

1. We have received, read and understand the Hong Leong Investment Bank Berhad's ("HLIB") Code of Conduct for Business Partners (this "Code").

2. We shall comply with and agree to be bound by this Code and any revision there to made known to us from time to time by HLIB.

3. We shall ensure that our employees, agents, representatives, suppliers, contractors and subcontractors that supply products and/or services to HLIB shall act in accordance with the Code.

4. We have been advised and duly acknowledge that HLIB practices zero tolerance towards any form of bribery and corruption and that HLIB is committed to conducting its business ethically and with integrity in line with HLIB's ABC Policy and Anti-Bribery Laws.

5. We hereby represent, warrant and undertake that in every aspect of our business relationship with HLIB, including all services rendered by it or on its behalf, we shall observe and uphold HLIB's zero-tolerance policy on bribery and corruption in accordance with the ABC Policy, and comply with Anti-Bribery Laws.

6. We hereby declare that (please tick whichever is applicable):

   ☐ We are not aware of any actual or potential conflict of interest situations with HLIB and our Company, officers, directors and/or shareholders are NOT connected to the officers, directors or shareholders of HLIB

   ☐ We represent and warrant that we shall not make, offer, or condone any facilitation payments in the performance of our obligations for or on behalf of the bank.

   ☐ Apart from the actual or potential conflict of interest situations set out below (**include information on connected parties below*), we are not aware of any other actual or potential conflict of interest situations with HLIB:

   ____

7. We hereby declare that (*please tick whichever is applicable*):

   ☐ Our Company, directors, officers and/or shareholders are NOT suspected of, are NOT being investigated for, and have NOT been convicted of any criminal offences;

   ☐ Our Company, directors, officers and/or shareholders are suspected of, are being investigated for or have been convicted of the following criminal offences:

   ____

8. We undertake to notify HLIB, as soon as practicable, of (i) any new, actual or potential conflict of interest situations with HLIB that arise or (ii) any actual or suspected criminal offences involving our Company, directors, officers and/or shareholders.

9. We shall, at the earliest opportunity, raise any concerns we may have in relation to any:

   (i) suspected, attempted or actual corruption incidents involving HLIB; or
   (ii) improper conduct or wrongful act involving HLIB;
   through various communication channels including HLIB's Whistleblowing Channel.

10. This Undertaking is given in consideration of our business relationship with HLIB and in connection to agreements entered into between us and HLIB, whether entered into prior to or after the date of this Undertaking (collectively referred to as "**Effective Agreements**"). In the event of conflict between the provisions set out in this Undertaking and any Effective Agreements, this Undertaking shall prevail.

11. We agree that notwithstanding anything to the contrary in any Effective Agreement, HLIB reserves the right to immediately cease its business relationship with us and terminate the Effective Agreements without liability to HLIB and/or take any other action against us, in the event we breach this Undertaking or if any information provided above by us is untrue, incomplete, or inaccurate in any respect.

12. This Undertaking shall be governed by the laws of Malaysia and shall be subject to the exclusive jurisdiction of the Malaysian courts.

Signature and Company Stamp

Name:

Designation:

NRIC No:

Date:

Schedule 1 – Summary of Changes

Ver.	Date	Policy Matters	Ref.	Proposed Material Change(s)
1.0	22 July 2026	-	-	First edition