

CREST BUILDER HOLDINGS BERHAD



Code of Business Conduct for Third Parties

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ABBREVIATIONS

The following abbreviations are used throughout this report

Code	Code of Business Conduct for Third Parties
Policy	Anti-Bribery and Anti-Corruption Policy
The Company	Crest Builder Holdings Berhad
MACC	Malaysian Anti-Corruption Commission
S17A	Corporate Liability provision of the MACC Act 2009 (revised 2018)
HR	Human Resource
IO	Integrity Officer

Document Revision Log

Version No.	Effective Date	Comments	Reviewed by	
			Name	Designation

Policy Owner : Integrity Officer

Approver : BOARD Integrity Committee

CODE OF BUSINESS CONDUCT FOR THIRD PARTIES

1. INTRODUCTION

- 1.1 This Code of Business Conduct for Third Parties (“**Code**”) sets out the expectations of Crest Builder Holdings Berhad (“**the Company**”) regarding the conduct expected from all Third Parties who have a relationship with the Company, including their employees and all persons working on their behalf.
- 1.2 The Company has a **zero-tolerance policy** towards all forms of bribery and corruption which are against the Company’s core values and in contravention of relevant laws such as the Malaysian Anti-Corruption Commission Act 2009 (revised 2018) (“**MACCA**”), the Malaysian Companies Act 2016, the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 and all other similar legislation of local and international jurisdiction which prohibit the same.

2. OBJECTIVES

- 2.1 This document is consistent with the Company’s Anti-Bribery and Anti-Corruption Policy (“**Policy**”).
- 2.2 Knowing, understanding and behaving according to the Code is a fundamental requirement when working for or with the Company. Third Parties are expected to be mindful of their responsibilities and to embed the behaviours outlined in this Code into their work for or with the Company.
- 2.3 Particular attention should be given to the Corporate Liability provision of the MACC Act 2009 (revised 2018) (“**S17A**”) which refers specifically to the act of Offering or Giving Gratification, commonly referred to as “**Outbound**” bribery. This Code gives emphasis to mitigating this form of bribery and corruption risk, and all Third Parties must be fully aware of this provision.

3. SCOPE AND APPLICABILITY

This Code shall apply to all vendors, suppliers, service providers, contractors, consultants, agents, representatives and any other persons or entities who provide work, goods or services or act for or on behalf of the Company (“**Third Parties**”), including but not limited to their employees, affiliates or any other third parties or sub-contractors who have been engaged by the Third Parties to perform services.

4. ACKNOWLEDGMENT

Appropriate and reasonable due diligence should be conducted by Third Parties to ensure compliance with this Code. Upon entering into any business agreement with the Company, Third Parties are required to acknowledge in writing that they intend to comply with this Code by completing the acknowledgment found at the last page of this Code.

5. RESPONSIBILITIES

In acknowledging this Code, all Third Parties also agree to comply with the Company’s various requirements and initiatives to improve governance practice and address bribery and corruption when required. These include:

- Making Conflicts of Interest declarations
- Providing supporting material for a Due Diligence exercise
- Submitting Anti-Bribery and Anti-Corruption declarations
- Attending Anti-Bribery and Anti-Corruption training

6. NON-COMPLIANCE

Adherence to this Code by Third Parties is mandatory. Violations to this Code in particular involving “Outbound” bribery will be dealt with seriously by the Company and can lead to termination of services and business arrangements

without notice. The violation of this Code may also warrant legal action and/or the reporting of it to relevant authorities and/or other appropriate actions.

7. WHISTLEBLOWING

- 7.1 Third Parties have a responsibility to immediately report any instances of violations of this Code through the Company's Whistleblowing Channels. Details on the whistleblowing policy and procedure can be found in the Company's Whistleblowing Policy.
- 7.2 The Company assures that the confidentiality and anonymity of the Whistleblower will be protected at all times, and no action shall be taken against any Whistleblower who submits a complaint or report made in good faith.

8. DEFINITION OF BRIBERY AND CORRUPTION

- 8.1 "**Bribery**" is defined in the MACCA as any action which would be considered as an offence of giving or receiving 'gratification'. In practice, this refers to the act of offering, promising, giving, accepting or soliciting of anything that is of value, which can be financial or non-financial, directly or non-directly and irrespective of location, with the intention of influencing a person's actions or decisions to obtain or retain an improper advantage.
- 8.2 "**Corruption**" involves the misuse of office or position or power for gain to oneself, relatives or associates, by directly or indirectly offering, giving, receiving or promising a gratification of value (which could be financial or non-financial), to/from any person one is dealing with to obtain or retain business or to gain an improper business advantage which is illegitimate, immoral or incompatible with ethical standards.

- 8.3 Third Parties must not directly or indirectly engage in any activities that would be defined as bribery and corruption as outlined in this Code and violate anti-bribery laws.
- 8.4 Third Parties must also not be involved in conduct that the Company considers improper. Examples of Improper Conduct include (but are not limited to) the following:
- a. fraud and breach of trust
 - b. abuse of power/authority
 - c. forgery or alteration of any documents belonging to the Company
 - d. anti-competition behaviour
 - e. conflict of interest
 - f. breach of company policy
 - g. violation of any law or regulation
 - h. money laundering
 - i. unauthorised sharing of confidential information
 - j. racial discrimination, harassment, bullying and sexual misconduct
 - k. threat to health, safety and security of the public and/or other employees
 - l. damage to the environment
 - m. insider trading
 - n. malpractices

9. CONFLICT OF INTEREST

- 9.1 Third Parties are to exercise due care and diligence to avoid situations where the third party's interest may conflict, be perceived to conflict, with the interests of the Company. This could arise in a situation where a Third Party is in a family relationship, associates or friends with an Employee or Director of the Company and takes advantage of that for the Third Party's personal benefit.

9.2 Prior to any sort of business arrangement/engagement with the Company, all Third Parties are required to make a conflict of interest disclosure using the Conflict Disclosure Form.

10. GIFTS, HOSPITALITY AND ENTERTAINMENT

10.1 It is the Company's goal that all procurement and other business decisions are made objectively, based on the quality of service, price and other competitive factors. It is thus important to note that certain gifts, hospitality and entertainment may cause, or appear to cause improper influence, which may be seen as a bribe.

10.2 The Company adopts a strict **"NO GIFT" policy** whereby Third Parties are prohibited from directly or indirectly receiving or providing gifts to Employees and Directors of the Company in the course of business dealings.

10.3 Occasionally, gifts are allowed as according to the Company's Policy which provides an exception to the "no gift" policy under the following circumstances:

- a. the acceptance of promotional / commemorative / door gifts, token items with an approximate actual value not exceeding RM 200.00 such as pens, t-shirts, notepads, calendars, stationery and other small items, and
- b. the acceptance of consumables (such as fruits and small food hampers) or flowers with an approximate actual value not exceeding RM 300.00.

10.4 Similarly, the Company recognises that hospitality and entertainment offered or received occasionally at a reasonable and modest level in the normal course of business is a legitimate and beneficial way to foster healthy and good business relationships.

The Company has set the following limits for the Hospitality and Entertainment that can be given to or received from Third Parties:

Category	Limit	Frequency
Directors	RM 500.00	Must not occur more than 3 times a year with the same person
Managers and Executives	RM 350.00	Must not occur more than 3 times a year with the same person
Designated Staff (e.g. Sales / Liaison)	RM 250.00	Must not occur more than 2 times a year with the same person

11. DONATIONS AND SPONSORSHIPS

11.1 In line with the Company's Corporate Social Responsibility and its commitment to contribute and give back to the community, the Company provides assistance in appropriate circumstances and in an appropriate manner, from time to time.

11.2 However, the Company recognises that providing charitable donations and sponsorships can also pose a bribery risk as this process involves a benefit to a Third Party without any tangible returns, which may be seen as a scheme to circumvent any prohibitions on bribery.

11.3 Third Parties who wish to request for donations and sponsorships from the Company can make an official request in writing addressed to:

Attention to : HR Department
Mailing Address : Penthouse, The Crest
3 Two Square, No. 2, Jalan 19/1
46300 Petaling Jaya, Selangor Darul Ehsan
Email Address : CSR@crestbuilder.com.my

12. FACILITATION PAYMENTS AND KICKBACKS

- 12.1 “Facilitation payments” often referred to as “Duit Kopi” in Malaysia is an illegal or unofficial payment or benefit given to secure or expedite the performance of a person performing a routine or administrative duty or function. Facilitation payments are a form of bribery and could be small in value.
- 12.2 “Kickbacks” are typically payments made in return for a business favour or advantage.
- 12.3 Third Parties are **strictly prohibited** from, directly or indirectly, giving, accepting or obtaining or attempting to give, accept or obtain facilitation payments from any person for itself or for any other person subject to this Code.

13. ANTITRUST/COMPETITION LAW

The Company is committed in its efforts to compete in the industry in a fair and ethical manner and is dedicated in upholding all applicable antitrust and anti-competition laws. To reflect the Company’s efforts, all Third Parties, in the course of business dealings with the Company, must ensure that its actions towards business partners, competitors and governmental authorities at all times reflect fair, proper and ethical business practices.

14. COMPANY ASSETS

- 14.1 Third Parties are expected to protect all Company assets provided to them from any loss, damage, misuse, illegal use or theft.
- 14.2 Company assets include without limitation, the Company’s products, equipment, supplies, intellectual property (including the Company’s name), vehicles, access and/or security cards, equipment, facilities, records, documents and other assets.

15. DEALING WITH CUSTOMERS

The Company ensures that all its dealings with customers are conducted with the highest standards of integrity, ethical behaviour and professionalism. As such, the Company expects all Third Parties dealing with any customers for or on behalf of the Company to practice the same standards of integrity, ethical behaviour and professionalism.

16. HEALTH, SAFETY AND ENVIRONMENT

16.1 The Company is committed in providing, in a collaborative effort with Third Parties, a safe and secure working environment for everyone including the public, in accordance with all applicable laws, the Company's policies and regulations. Third Parties must also take appropriate action to prevent occupational illnesses and work-related accidents.

16.2 As a general rule, if Third Parties are providing work, goods or services to the Company, they must attend the Company's awareness briefings, if requested to do so.

17. HARASSMENT

17.1 Third Parties are prohibited from any form of harassment, including sexual harassment and bullying of any Employee. It can be in the form of physical, verbal, visual or any conduct toward a person that is unwelcomed by that person and has the purpose or effect of creating an intimidating, hostile or offensive work environment.

17.2 Any act of harassment, unsolicited and unwarranted overtures and advances by a Third Party against any of the Company's employees will be treated as a misconduct and may be reported to the relevant public authorities.

18. NO DISCRIMINATION

Third Parties may not discriminate against any Employee on the basis of race, colour, age, national origin, physical or mental disability, history of disability, political affiliation, religion, gender, sexual orientation or any other basis which has the effect of substantially interfering with an individual's work performance or creating an intimidating, harassing, hostile, or offensive work environment.

19. REVIEW AND CLARIFICATIONS

- 19.1 All questions and/or feedback regarding this Code can be directed to the Company's Integrity Officer at 03-7841 6107 / 03-7841 6196 or integrity@crestbuilder.com.my

20. RELATED DOCUMENTS

This Code is supplemental to, and shall be read together with the following documents:

- a. Whistleblowing Policy and Procedure
- b. Conflict Disclosure Form
- c. Due Diligence Form
- d. Declaration Form
- e. Whistleblowing Form

END OF DOCUMENT

ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS CODE

I, _____ NRIC NO.:

Being the recognised representative of _____
(Company No.: _____) acknowledge that I have read, understood and agree to comply with this **Code of Business Conduct for Third Parties**. We have not violated the provisions of this Code and are not aware of any violations of the Code as the date hereof. We also hereby agree to the following:

In the event that there is a breach of any of the above sections found in this Code, the Company may immediately revoke the current business arrangement/award and terminate the contract for the business transaction immediately, without any liability whatsoever on the part of the Company to the Third Party. This is without prejudice to any other rights or remedies that the Company may have or any other appropriate action which the Company may seek under the terms of the applicable tender/contract or applicable laws and regulations.

Signature: _____

Date: _____

Designation: _____

Company Stamp: