SALIRAN GROUP
Always Good Services

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CODE OF CONDUCT AND ETHICS

1. INTRODUCTION

SALIRAN's Code of Conduct and Ethics is a registration of principles of discipline, good conduct, professionalism, loyalty, integrity and cohesiveness which is imperative for the success and well-being of the Company and its group of companies ("**the Group**"). It emphasises and reflects the needs for effective guiding and obligated adherence measure of the Group's business and operational conducts.

The **CODE** sets the ethical guidelines, a body of behavior and legal as well regulatory principles to equip and encourage **SALIRAN's** Directors, management, employees and stakeholders to observe and adhere.

2. THE SCOPE

SALIRAN's Code of Conduct and Ethics is intended to apply to all Directors, management and employees of the Group. This shall include to employees seconded and transferred to joint venture, subsidiaries and affiliates within the Group. Business partners and associates are encouraged to adopt the similar standard and principles of ethics and behavior.

This Code shall not be taken to be exhaustive and shall not cover every single situation.

The expressions "the company", "**SALIRAN**" and "we" are used interchangeably to refer to the Group in general. The word "you" is used to refer to Directors, management and employees (and where applicable, the Counterparts and Business Partners).

3. THE GUIDING VALUES

The Guiding Values embraced by **SALIRAN** are designated to ensure the Directors, management and employees to follow certain criteria and guidelines in their day to day performance of duty and responsibility to the Group. The principles are the exhibits of **SALIRAN**'s commitment of highest standards of integrity and accountability in the conduct of the Group's business and operations.

SALIRAN has set a coherent anticipation for all its Directors, management and employees to uphold and inculcate the following guiding principles:

i. You shall strive undividedly towards a high standard of professionalism;

ii. You shall give an undivided loyalty and devotion to the Group at all times and at all occasions;

iii. You shall serve the Group with honesty and integrity, goodwill and courtesy;

iv. You shall display a high sense of cooperation and pro-activeness in carrying out the duties;

v. You shall uphold the notion of duty of care in the best interest and reputation of the company;

vi. You shall maintain at all costs the confidence, trust and good image of the company;

vii. You shall adhere the applicable laws, rules and regulations as well the policies of the company;

As a Director/ management or employee of the Group, you are required at all material times and circumstances to:

1. diligently maintain a high degree of integrity;

2. exercise proper care and due vigilance;

3. evade conflict of interest; and

4. refrain from accepting personal advantage to the detriment of the Group.

4. DUTIES OF FIDELITY AND LOYALTY

CONFLICT OF INTEREST

1. General Duty

a. You are required at all material time to act in a faithful manner and to discharge your service to protect and further the interest of the Group. A conflict of interest arises in a situation when your desired prevailing personal interest which could be envisaged shall interfere with your performance of your duty or obscuring your judgment on what would be in the best interest of the Group.

b. Conflict of interest may include, inter alia:

i. diverting business away from the Group thereby causing loss to the Group;
ii. enticing or inducing other employees to work in another organisation;
iii. involvement in a business that is separate from the Group's business;
iv. involvement in a business in competition with the business of the Group;
v. involvement in a business that has business dealing with the Group;
vi. failure to disclose to the Group that your family members are involvement in the business transactions with the Group;
vii. carrying out personal business during office hours despite the business of the Group is not affected; and
viii. using the Group's facilities to carry our personal business.

Conflict in Decision Making Process

i. Your duty will be in conflict of interest if you, a member of your family/household or your associates has/have an interest in the companies that are enlisted as **SALIRAN** contractors, suppliers, vendors and you are involved in any decision making process of **SALIRAN** relating to the companies' business transaction or arrangement.

ii. You are also to be in conflict of interest or be seen to be the same if you are involved in the process of hiring, supervising or managing any of your relatives employed by **SALIRAN**.

iii. In any situation conflict of interest arises, you shall abstain from participating in any **SALIRAN**'s decision making or decision deliberation involving the company or person and/or avoiding doing anything which would influence the decision of such dealings or matters and you are required to make disclosure of such conflict to the Human Resource Department.

2. Conflict in Engagement with Other Company

i. You must not take up employment outside the Group or engage in any outside business/service which may be in competition with the Group or give rise to actual or perceived or potential conflict of interests with your duties in the company.

ii. If you are desirous to be a member of the government, quasi-government or statutory bodies or become office bearers, council member, committee member of trade or professional associations you are required to seek permission or consent from **SALIRAN** which has a discretion to award such permission or consent or otherwise.

3. Managing Conflict of Interest

i. In any situation arose out of prevalent conflict of interest where you are considered to be entangled with that situation, you will be under a duty, immediately you become aware to inform your Head of Department (HOD) or your Human Resource (HR) Department or Board of Directors (BOD) in writing of the circumstances.

ii. You must then together with your HOD/HR/BOD consult the management either the Executive Director (ED), Managing Director (MD) and/or Chairman of the BOD on what is the appropriate measure to prevent or overcoming the conflict of interest.

iii. The management may then render the instruction(s) they deem fit and appropriate.

iv. Your failure to inform or notify on the occurrence of conflict of interest that you have become known and your failure to adhere to the above instruction(s) shall render you liable and SALIRAN shall institute disciplinary action against you.

5. WORKING ENVIRONMENTS

SALIRAN perceives the imperativeness of fostering an inclusive and conducive environment where everyone is treated with respect, dignity, and humanely.

1. Respect

You are required to treat or cause to treat your superiors, peers, subordinates and all stakeholders with a sense of respect, trust and dignity.

2. Occupational Safety and Health

SALIRAN emphasises the provision of a safe, secure and health environment in a workplace by implementing safe working policies and mechanisms to prevent workplace fatalities and personal injuries, inter alia:

i. encouraging and ensuring personal protective equipment is used and worn;

ii. reporting immediately of unsafe equipment and tools, hazardous conditions and fatalities to the Management; and

iii. updating on latest issues and development on occupation safety and health at workplace strictly adhering to all rules and regulations in the Occupational safety and Health Act, Factories and Machineries Act and other Acts of Parliament in force.

3. Harassment and Violence

i. **SALIRAN** shall not tolerate or compromise any form of sexual harassment or unsolicited or unwarranted sexual overtures or advances in a workplace and anyone is found guilty of the offence shall be reprimanded and dealt severely.

ii. Harassment shall include derogatory remarks on gender, racial or ethnic, spreading malicious statements by using of email, voicemail etc.

4. Criminal Activity

You are forbidden to engage or involved in any behaviour or activities that are criminal in nature or to commit any criminal act punishable under the Penal Code. If you are found or convicted to be guilty by the court of law, you shall be subjected to the Group's disciplinary action and your service will be terminated summarily.

5. Illegal Substance

SALIRAN strictly prohibits the use or consumption of all illegal substances or drugs in a workplace.

6. Dress Code

You should be neatly, appropriately and decently attired during working hours. No slippers are allowed in the office during working hours.

6. CORRUPTION AND UNETHICAL PRACTICES

SALIRAN perceives any form of bribery and corruption as contiguous cancer in which ultimately will undermine the integrity of the decision making process and decisions of **SALIRAN** pertaining to its business and affairs of the company as whole.

1. Gratification and Corruption

i. You are forbidden to, directly or indirectly, solicit, accept or obtain or agree to accept, obtain or solicit for any party for yourself or for any party, any form of bribery or gratification as an inducement or reward for doing or forbearing to do any act in relation to **SALIRAN** affairs or business.

ii. You may not directly or indirectly offer, promise or give any bribe as an inducement or reward for doing or forbearing to do any act in relation to **SALIRAN** affairs or business.

iii. Status and probity of any contractor, subcontractor, supplier, agent, consultant engaged or employed by **SALIRAN** should be checked and verified and they should be made known and communicated with regards to **SALIRAN's** policies prohibiting any form of improper solicitation, bribery or corruption and to ensure all the parties must comply with such policies in their course to perform or service for or on behalf of **SALIRAN** and/or the Group.

iv. You are required to immediately report to the Legal Department or HR Department if you discover any commission of corruption practices or events.

v. Bribery or gratification can be defined as gift, payment, benefit or other advantage, pecuniary or otherwise, offered, given or received in order to secure an undue or improper result, award, decision, benefit or advantage of any kind. It could involve cash or other things in kind including unpaid use of corporate services or property or securing an employment of family or friends in the company.

2. Prohibition on Commissions and Secret Profits

i. Discount, rebate, commission, service charges, interest or any consideration in value that are not authorised by **SALIRAN** shall be deemed to be illegal and unlawful to be collected by you for service rendered and goods purchased from or by **SALIRAN.**

ii. A person who transgresses or in breach the above prohibitive provision shall be liable to disciplinary action by the Group and shall immediately disclose such receipt and be liable to account and surrender it to the Group.

3. Gifts and Entertainment

i. In no circumstances you are all allowed to accept gifts or entertainment in the exercise of your duty and responsibility towards the company which is regarded detrimental to **SALIRAN**.

ii. **SALIRAN** prohibits the giving of gifts or entertainment that illegal or indecent or sexually oriented inconsistent with **SALIRAN**'s policy of mutual respect for the purpose of influencing action to be taken against **SALIRAN** or to refrain action to be taken against **SALIRAN**.

iii. Entertainment allowance is allowable if approval for such allowance has been mandated by the Management.

4. Borrowing

You are prohibited to borrow money from the contractors, subcontractors, consultants or suppliers under any condition. Such behaviour can be categorised as bribery or gratification under the prevailing laws.

7. ASSETS

Assets, facilities, resources and records are exclusively owned by **SALIRAN** and insofar you are provided with possession and access are premised on trust and confidence they are used for the furtherance of the interest of the company.

i. You are responsible for the safekeeping and well-being of all the assets, facilities, resources and records belonging to **SALIRAN** which are allocated to facilitate the performance of your duty.

ii. You must take all necessary conceivable steps and actions to safeguard the assets, facilities, resources and records from theft, damage, loss or misused of those items.

iii. Any occurrence of those mishaps should be immediately reported to HR Department.

iv. The assets, facilities, resources or record belonged to the Group ought not to be lent, leased, tenanted out, given away or disposed except you are/have been given specific authorisation from the Group.

8. FINANCIAL INTEGRITY

Internal Control and Procedures

You shall at all material time adhere with all policies and procedures established by the Group to safeguard and support the integrity and accuracy of books, records and financial accounting by:

a. Not concealing, altering or destroying the books and records;

b. Not intentionally make a false entry in a record, report or claim of your allowance or reimbursement;

c. Not making any arrangement or entry with purpose to circumvent or frustrate the company's policies and procedures;

d. Not making other schemes or arrangements with the intention to defraud the company; and

e. Cooperating fully and faithfully with authorised internal and external auditor of the company.

9. CONFIDENTIALITY

SALIRAN's value and protect all proprietary and confidential information.

1. In the course of performing your duties, you may be in possession of some information not generally available or known to the public. Henceforth, you are not permitted to divulge, disclose or disseminate this information to competitors, customers, agents, suppliers or any person who is directly or indirectly interested with **SALIRAN** unless such disclosure or dissemination is/has been authorised by the Management.

2. You must be aware and keep informed that any unlawful or unauthorised communication of confidential information will result to loss or damage to **SALIRAN**. Breach of such duty will subject the offending party to criminal and civil proceedings.
3. Your obligation to continue not to disseminate and communicate all confidential and proprietary information notwithstanding your contract of service has been terminated or determined by the company except the disclosure or communication is required or forced by order of the court of competent jurisdiction or by operation of the laws.

4. You must avoid disseminating confidential information via electronic messaging devices or other unsecured messaging channels. Any confidential information, out of necessity, to be communicated to third parties must be encrypted with a password.

10. ANTI MONEY LAUNDERING

1. Money laundering is defined as a process of concealing the source of illegally obtained monetary fund such as from criminal activities and passing it through secretly via legitimate business channels by way of bank deposits, investments or transfer.

2. You must ensure to institute appropriate counterparty due diligence to determine the business background of **SALIRAN** potential business counterparts and subsequently to ascertain the origin of money, property and service of such counterparties.

3. Any transactions that are conceived or suspicious to be money laundering must be reported at once to your HOD, Group Legal Department or HR Department.

4. Offences covered under the laws of money laundering inclusive of obstructing or failing to report activities of money laundering.

5. You are also prohibited to involve in money laundering activities, directly or indirectly, which, inter alia:

   i. payments made in currencies differed from the currency indicated in the invoices; or
   ii. payments made by Third Party that is not privy to the contract unless the payments were made known to all the Parties.

11. BUSINESS ASSOCIATES

Business dealings with **SALIRAN** should be impartial, objective and independent from any undue influence. Henceforth business dealings or arrangements that are prevalent which could disrepute or harm the good image or reputation of the company ought to be avoided.

1. Counterparties

a. Business counterparts for **SALIRAN** must be selected impartially, fairly and premised on merit considerations to price, quality, delivery, integrity etc.

b. Procurement decisions are made solely with the objective to be in the best interest of the company and in tandem with the established policies and procedures.

c. Payments for goods delivered or services rendered must commensurate with the products and services.

d. Terms and conditions must be followed through and implemented strictly by both parties to ensure the contract is carried out to the highest satisfaction.

e. Business counterparts must be made known and communicated well on the needs to observe and abide by **SALIRAN's** Code of Conduct failing which they would not be allowed to participate in the company's business opportunities.

f. You are required to ensure the counterparties have satisfied all statutory requirements decreed by the laws, rules and regulations in relation counterparties' companies and affairs.

2. Customers/Clients

i. You must always treat customers and clients with due honesty and respect. You must furnish the customers with accurate and truthful information about the products or services the company is engaged to deliver or performed. You must also consistently endeavour to provide the quality and reliability of products or services offered to the customers.

ii. Deliberate or intentionally misleading or misrepresentation of facts or information to the customers which may disrepute or tarnish the good image and good name of the company is severely forbidden.

12. DUTY TO SERVE DILIGENTLY

1. Abuse of Power/Authority

i. You are expected to be well aware of and adhere to **SALIRAN** defined delegation of power and/or authority guidelines and processes for key functions and commitments, limit of authority that have been approved and implemented by **SALIRAN**.

ii. Commitments that will bind **SALIRAN** shall only be made by the authorised officers to do within the limit of authority and/powers granted by **SALIRAN**.

iii. It shall be considered grave misconduct for you to make any business commitment(s) or any form of commitment(s) orally or in writing which contravene(s) the authorised authority.

2. Other Employment

i. Contractually, you are required to faithfully devote your time and attention to fulfil the terms of your contract of service with **SALIRAN**. You are forbidden to accept other employment or gainful activity with other company or be involved in any external business in whatever capacity without an express permission or consent from the Management of the company.

ii. If you are already engaged in any gainful activity or involved in the management of other company or associations prior to your engagement by the company, you need to fully and frankly disclose your interest to HR Department.

iii. Permission from the company is discretionary and if permission is granted you are required to ensure your duties to the company shall not in any way be in conflict with your outside employment activities.

3. Information Technology (IT)

SALIRAN emphasises the usage of the company's IT and communication systems in a responsible and professional manner to conduct the business and affairs of the company expeditiously.

i. You are prohibited to upload, download, sending or accessing indecent or offensive materials using the company's premises, equipment or systems. Sending or forwarding obscene, defamatory or racist remarks or messages is strictly forbidden.

ii. You are forbidden to upload, download sending or accessing material intentionally to cause annoyance, inconvenience or offence to your colleagues.

iii. You must not send or forwarding personal emails using the company's address or suggesting such communication has been authorises by **SALIRAN.**

iv. You are not allowed to use personal email purposely to send or receive confidential information.

v. You are not permitted to send email messages or information by using another person's email account.

vi. Any discovery or suspicion of situation that is potentially to compromise the security, integrity, accuracy and confidentiality of the company's hardware, systems or data, you must immediately file a report with the Group's IT Department or HR Department.

1) Electronic Mail System (E-Mail)

SALIRAN reckons e-mail is a mean of communication in conducting the business of the company and emphasises the proper use by the employees of the company. **SALIRAN** reserves its absolute right whether to provide or not to provide its employees with an e-mail account and address.

SALIRAN equally reserves its absolute right to revoke or limit the access to e-mail account and address for:

a) a failure to adhere to **SALIRAN**'s rules and policies; or

b) a termination of the employees' services due to the reasons of resignation and termination of the services

Email's user should not be sending or communicating any information that is deemed confidential, private and sensitive in nature without permission first being obtained.

Email's user shall not, in any circumstances, monitor, intercept or browse other user's email unless due authorisation has been granted.

SALIRAN reserves its absolute right to disclose the contents of user's email for the purpose of legal and audit compliance and/or for other legitimate purposes.

2) Password Management

Passwords given to every employee of **SALIRAN** is to secure his/her computer from inappropriate or malicious access to data and information owned by the company.

Regardless for want of testing, workstation setups or for day-to-day use you are required at all time to maintain and secure your password and;

a) you should not provide your password to your colleagues or any other unauthorised people;

b) you should not store or keep your password in a file on your computer or any other place that could be noticeable; and

c) you should regularly change your password to forestall other from using your password.

3) External Storage Devices

All employees of **SALIRAN** must ensure stern measures to be taken to protect portable computers and external storage devices provided by the company from destruction, unauthorised use or theft. All employees have an obligation to use the allocated portable computing and external storage devices in a responsible, informed and safe manner.

You are responsible for the security of those devices at all time and will be held liable for lost, stolen or damaged units.

In the event the devices are stolen or lost, the following action must be undertaken immediately:

a) you must make an official report to the HR Department immediately; and

b) if stolen, you are required to lodge a police report after making a report to HR Department for the purpose of making a valid claim to the insurance company.

4) Back Up Process

Data is the most aspect of the computer. It is essential that you should expeditiously and monthly back up your important information and have a plan to recover those information or date from a failure system.

You should back up your critical work on a monthly basis by copying your files over a protected system that could be accessed easily and readily when those files are needed.

Seek from HR Department's further assistance to install the back-up plan and process.

13. INSIDER TRADING/DEALING

i. An offence of Insider Trading is strictly prohibited. The offence is committed when you are dealing or taking advantage of non-public information that are not available to the public to trade in the company's securities and making some unlawful gains out of the information.[1]

ii. Further, Directors, management and employees shall not disclose such price sensitive information to any third party or encourage any other person to deal in price-affected securities.

iii. Directors, management and employees must ensure that all transactions in the Company's shares comply with the procedures set out in the Bursa Malaysia Listing Requirements and the law on insider trading as defined under the Capital Market and Services Act 2007.

14. GOOD CONDUCT AND DECORUM

Maintaining good conduct and behaviour are critical to **SALIRAN**'s success and prosperity. The company's business and enterprise are very much dependent on the employees performing the duties with professionalism and accountability.

i. The term "**Good Conduct**" means proper act or behaviour in relation to duties or works carried out consistently with spirit of employees-employers relationship and in tandem with the company's code of conduct, internal rules and regulations and the applicable laws of industrial relation.

ii. The following acts or behaviors committed have been classified to be contrary to "good conduct" or generally known as "misconduct" and offending party shall be liable for disciplinary action by the Group:

a) insubordination;
b) tardiness;
c) absenteeism;
d) violent or Threat of Violent Behaviour;
e) theft, fraud or misappropriation;
f) dishonest or conduct oneself in such a manner suspicious to be dishonest;
g) encouraging or assisting anyone to steal;
h) negligence, neglect or dereliction of duty;
i) sleeping while on duty;
j) deliberate damage to the company's property;
k) leaving workplace without permission;
l) sexual impropriety in workplace;
m) drug or alcohol abuse;
n) signing or signing on other's behalf attendance;

[1] **Statutory definition of Insider Trading offences are found Part V Division 1 Subdivision 2 Capital Market and Services Act 2017.**

o) sexual harassment;
p) gambling in workplace premises;
q) failure to abide by the safety and health rules and regulations;
r) engaging in unethical and illegal activities;
s) an act that is deemed to have damaged reputation and image of the company;
t) misusing of company's telecommunication equipment such as computer, telephone etc;
u) retaliation against other person whom is protected under the company's Whistleblowing policy; or
v) taking circumventing measures against the policy of the company.

iii. The enlisted misconducts shall not be taken to be exhaustive and every act of misconduct will be dealt individually by the company.

15. DUTY OF DISCLOSURE/REPORTING

1. If you find, discover or suspect that any other employee(s) who are subject to this Code may have committed or about to commit a contravention of any term and condition of his/her service of engagement or of this Code and/or violate **SALIRAN** internal policies or procedures, whether advertently or inadvertently, you must immediately disclose and make a report your finding or suspicion in writing to you HOD or HR Department.

2. HOD and/or HR Department will have the responsibility to thoroughly investigate the report(s) made by you on the subject of complaint and they will forward the matter to Legal Department for legal opinion and recommendation for further action to the Management of **SALIRAN**. Investigation to be conducted by the HOD or HR Department must be without fear or favour and every finding must be substantiated with sufficient evidences.

3. Every report or disclosure made by you shall be made in genuine belief, without malicious intent or ulterior motives, that a breach may have sustained or about to sustain, then you shall not be penalised, reprimanded or be subject to any form of retaliation or victimisation notwithstanding your report is shown to be mistaken.

4. The management of **SALIRAN**, upon receiving a confirmed finding upon investigation made by the relevant departments, will make an appropriate direction or action to be taken where it deems fit.

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