



Code of Conduct

For Business Partners



10 May 2021



Introduction

At UEM Sunrise Berhad (“UEM Sunrise”), being a good corporate citizen has always been an integral part of the way we do business. We are committed to operate our business in an ethical, legal and socially responsible manner.

We expect our vendors including contractors, consultants, suppliers, agents and joint venture partners and other business partners (“Business Partners” or “you”) including their employees, agents, representatives, suppliers and subcontractors (“Business Partners’ Representatives” or “your Representatives”) to embrace the spirit of our commitment to integrity and the same high ethical standards as set out in this Code of Conduct for Our Business Partners (“Code”). All our Business Partners are expected to adhere to this Code during the course of their engagement with UEM Sunrise and when conducting business with UEM Sunrise or its subsidiaries.

Reference to "Business Partners" includes all UEM Sunrise Business Associates who have business interactions and/or dealings with UEM Sunrise, whether they are appointed or not.

In this connection, all references to “UEM Sunrise” in this Code, shall include UEM Sunrise and its subsidiaries.

UEM Sunrise believes a sustainable business relationship is based on key principles of integrity, honesty, accountability and compliance with applicable laws and regulations.

All Business Partners and Business Partners’ Representatives must therefore commit and uphold the highest standard of integrity and ethical conduct in all their business interactions dealings and in the course of their engagement with UEM Sunrise.

Principles of this Code

The Principles of this Code support the core values of UEM Sunrise.

The 8 Principles of UEM Sunrise's Code of Conduct for Business Partners

1 COMPLIANCE WITH LAWS

Our Business Partners must understand and comply with all applicable local and international laws, rules and regulations, including, but not limited to, laws related to anti-corruption, competition, occupational health and safety, privacy and data protection, and any other laws described herein in Malaysia and also applicable to their businesses wherever conducted throughout the world.

Business Partners shall comply with all applicable labour, employment, and human rights law including, but not limited to, minimum wage, minimum age for employment, and maximum hours of work.

Business Partners must obtain all valid licences and permits to conduct the activities for which they have been contracted by UEM Sunrise.

2 ACTS WITH INTEGRITY

Our Business Partners will conduct all business with integrity, respect and trust and shall comply with UEM Sunrise Whistleblowing Policy and all relevant local laws. For example, in Malaysia, the *Anti-Corruption Commission Act 2009*.

You shall:

- Behave ethically and transparently in all business dealings.
- Never offer, give, promise, request, accept, or authorise any bribe, gift, fee, reward, advantage, gratification, or anything of value directly or indirectly to any of UEM Sunrise's employees, local or foreign public government officials and/or their family members, private parties or entities to obtain a business advantage or to improperly influence any action or decision, whether locally or when conducting international business.

- Never make facilitation payments, whether directly or indirectly. UEM Sunrise expects its Business Partners and associates to implement and enforce effective systems to counter bribery.
- Ensure all your Representatives, referral parties, and affiliates used in connection with UEM Sunrise business adhere to these standards and have not engaged in, and shall not engage in, improper or illegal conduct.
- Promptly report any improper or illegal conduct through the procedures as outlined in the UEM Sunrise Whistleblowing Policy.
- Maintain complete and accurate books and records relating to all UEM Sunrise business, together with supporting documentation, in accordance with applicable accounting principles, laws, and regulations and ensure there is no attempt to alter, destroy or conceal any documents.
- Act lawfully & responsibly when using social media.
- Never make any misrepresentation including on your capabilities, for the purpose of securing procurement or contract with UEM Sunrise by misrepresenting your capabilities in the services rendered or goods delivered to UEM Sunrise. Ensure that from your company records and publicly available information, neither you nor any of your directors, officers,

employees or your Representatives who may be involved or is involved in a business transaction with UEM Sunrise has been convicted of any offence involving bribery or corruption or fraud; nor to the best of your knowledge, is any such person the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the relevant laws.

3 MAINTAIN ACCOUNTABILITY

Our Business Partners must maintain full accountability for services rendered/ goods provided and honour their commitment in accordance with their obligations under the specific contracts or agreements and UEM Sunrise Policies and undertakings with UEM Sunrise. Any reference to UEM Sunrise Policies and/or undertakings refers only to those mentioned in this Code of Conduct.

4 AVOID CONFLICT OF INTEREST

Business Partners with a real or potential conflict of interest or who are related to any of UEM Group of Companies and/or Khazanah Nasional Berhad must disclose the conflict to UEM Sunrise by

filling up the form in Appendix 1 and submitting the form to the relevant personnel by email, even if such knowledge arises after the appointment or engagement and to take action to proactively address the conflict as soon as it is known. For the avoidance of doubt, Business Partners shall be solely responsible to check whether they are related to any of UEM Group of Companies and/or Khazanah Nasional Berhad.

Business Partners must avoid any act or omission which may give rise to conflicts of interests in the discharge of Business Partners' obligation or work in relation to the contract(s) entered with UEM Sunrise. Business Partners must not gain any improper advantage or preferential treatment in their relationship or dealing with UEM Sunrise's employees.

If in doubt or should there be any situation of an actual or potential conflict of interest and/or improper advantage, Business Partners must report of such situation to UEM Sunrise in accordance with paragraph 2 of "Raising Concerns" under this Code.

5 MAINTAIN CONFIDENTIALITY

Our Business Partners must respect UEM Sunrise's intellectual property, trade secrets and other confidential, proprietary or sensitive information.

Confidentiality Obligation:

Business Partners must:

- (a) keep confidential all information made whether oral, graphic, written or in any other form, available by UEM Sunrise for purposes of the procurement and/or business (confidential information).
- (b) not disclose or share any of UEM Sunrise's confidential information to any person without first, obtaining UEM Sunrise's prior consent in writing.
- (c) not disclose UEM Sunrise's confidential information for any purpose, including for the Business Partner's own benefit or the benefit of any third party, except to the extent necessary to exercise their rights and perform their obligations for the procurement, business or contract.
- (d) have appropriate controls, policies and procedures in place to protect UEM Sunrise's confidential information and prevent any information leakage.
- (e) comply with all applicable data privacy and data protection laws and implement policies and controls to ensure that the privacy rights of personal data subjects are respected.
- (f) use reasonable and practicable means to ensure that Business Partners' Representatives comply with the obligation of the confidentiality.

Business Partners' obligations as to confidentiality of the contract shall survive even after the termination or expiration of the contract.

Protection of Intellectual Property

Obligation:

Business Partners must:

- (a) respect all intellectual property (“IP”) rights. Any transfer of technology and know-how must be done in a manner that protects the intellectual property rights of UEM Sunrise.
- (b) only use software and technology which have been legitimately acquired and licensed, in accordance with the Business Partners’ respective terms of use or licence.
- (c) comply with IP rights of UEM Sunrise and all other relevant third parties’ IP rights. UEM Sunrise takes a serious view of any infringement of its IP, and will take all necessary legal action to protect its IP rights. Business Partners’ obligations as to all IP shall survive termination or expiration of their engagement with UEM Sunrise.

Restriction on Making Public Statement and Giving of Reference:

Business Partners are prohibited from making or circulating any public statement on content related to the business, contract or affairs of UEM Sunrise including referring to UEM Sunrise’s name for marketing purposes without prior consent in writing by UEM Sunrise.

6 PROVIDE A SAFE WORKING ENVIRONMENT

Our Business Partners shall provide a healthy and safe workplace to their employees, and comply with all applicable local health and safety laws, regulations and standards in force at their place of work including all statutory requirements under the laws. This may include for example, the "Occupational Health and Safety Act 2004 (Vic)" and the Work Health and Safety Act 2011 (Cth) in Australia or the “Occupational Safety and Health Act and Regulations 1994” (OSHA), “Factory and Machinery Act 1967” (FMA), Construction Industry Development Board (CIDB) Guidelines on First-Aid Facilities in the Workplace (as varied or replaced) in Malaysia.

Any person providing on-site services in UEM Sunrise’s facility and premises including construction sites is required to comply with all applicable local health and safety laws, regulations and standards in force at their place of work including all statutory requirements under the laws.

7 MAINTAIN A HEALTHY WORK CULTURE

Business Partners and Business Partners’ Representatives shall not use or be involved in illegal drugs or consumption of alcohol in UEM Sunrise’s premises, facility or construction site. Prohibited substances

may not be brought, kept, consumed, sold, purchased or dealt with in any way on UEM Sunrise's premises, facility or construction site. UEM Sunrise may waive the prohibition on consumption of alcohol, for example at UEM Sunrise work-related functions or events. Where consumption of alcohol is allowed, it must be consumed responsibly and not to the point of intoxication at any UEM Sunrise event whether held at or away from UEM Sunrise Premises.

For the purpose of this Code, illegal drugs and prohibited substances include any drug which is prohibited or controlled by local laws as applicable in the Business Partner's place of work.

Business Partners, may on reasonable grounds, require its employees to undergo a drug and alcohol test or submit to a medical assessment if the Business Partner reasonably suspects that an employee presents a danger to themselves or others.

Violent behaviour, bullying or harassment that includes unwelcome verbal, visual, psychological, physical or other conduct of any kind as defined in applicable local laws that creates an intimidating, offensive or hostile work environment are deemed as unacceptable behaviour and will result in disciplinary action by UEM Sunrise where appropriate.

UEM Sunrise does not tolerate harsh, inhumane treatment of any of the Business Partners, or their employees, child labour, and any other form of discrimination as per the applicable local law of the Business Partners' place of work, including gender discrimination during the performance of the Business Partners' contractual obligations to UEM Sunrise.

PROHIBIT ANY FORM OF GIFT/BUSINESS COURTESY

Business Partners or Business Partners' Representatives shall not offer a bribe, a kickback, bartering arrangement for goods/ services or cash or any other incentives to, public officials, UEM Sunrise's employees and/or their families in order to obtain or maintain UEM Sunrise's business or to improperly influence any action or decision. Business Partners should report to UEM Sunrise if any UEM Sunrise's employee or business associate requests any such incentive or any form of gift or favour.

UEM Sunrise practices a "No Gift Policy" and our Business Partners are expected to observe UEM Sunrise's No Gift Policy at all times.

Compliance with this Code

1 Our Business Partners should read and understand this Code and consult their UEM Sunrise key contact if they have any questions.

Our Business Partners shall adhere to the standards described in this Code when undertaking work with or on behalf of UEM Sunrise including any business trips or internationally during the performance of work on behalf of UEM Sunrise and are responsible for ensuring compliance with this Code.

2 Our Business Partners shall pro-actively extend the principles defined in this Code to Business Partners' representatives who have dealings with UEM Sunrise.

3 If and when any situation arises that causes our Business Partner to violate this Code, our Business Partners shall immediately inform UEM Sunrise via any of the modes mentioned in paragraph 2 of "Raising Concerns" under this Code.

4 Business Partners are expected to cooperate fully in any investigation and shall provide UEM Sunrise with reasonable access to business records, documents, personnel and facilities related to matters involving UEM Sunrise.

5 Failure by any Business Partner to comply with this Code or applicable laws and regulations will be sufficient cause for UEM Sunrise to take any of the following actions or a combination of any of the following actions against the Business Partners for breaching this Code:

- (a) Suspension or termination of any or all contract(s);
- (b) Deduction of any amount of money which is due or becoming due to you under any contract(s) as a result of a breach of this Code;
- (c) Requiring you to substitute any of your representatives who breach this Code or act inconsistently with this Code immediately;
- (d) Disqualifying you from participating in any tender or procurement exercise for a period to be determined by UEM Sunrise at UEM Sunrise's sole discretion; and

without prejudice to any other rights or remedies UEM Sunrise may have or any other appropriate action which UEM Sunrise may seek under the terms of the contract or under the applicable laws and regulations of the Business Partners' place of work.

6 UEM Sunrise reserves the right, as a condition of doing business, to monitor compliance with this Code. The process of such monitoring may include an initial collection of Code-related information by UEM Sunrise, questionnaires, an on-site audit, or other means deemed appropriate.

If UEM Sunrise requires Business Partners, from time to time, to provide further information or attest in writing to their compliance with this Code and the UEM Sunrise Policies and undertakings as referred to in the Code, Business Partners must immediately provide UEM Sunrise with such information as required.

Raising Concerns

1 UEM Sunrise is committed to the highest standards of integrity, accountability and ethical behaviour in our business conducts and operations, and expects the same from its Business Partners. Concomitant with our corporate values, we provide an avenue for any person to disclose improper conduct within UEM Sunrise or third parties employed or engaged by UEM Sunrise.

2 All disclosures are to be channelled in accordance with the procedures outlined under the UEM Sunrise Whistleblowing Policy. Disclosure should be factual and contain only specific information to enable proper assessment of the allegation made. Disclosures can be made through the following channel:

- By sending a report through online Secured Postbox; or
- By writing to the Whistleblowing Committee Chairman through online Direct Message.

3 A whistleblower will be accorded the necessary protection against any detrimental action or unfair treatment, in accordance with applicable local laws and regulations provided that the disclosure is made in good faith. The identity of the whistleblower will be kept confidential to the extent possible unless required under the applicable laws.

4 Such protection is accorded even if the investigation later reveals that the whistleblower is mistaken as to the facts and rules or procedures involved or that the investigation later revealed that the allegation is not substantiated. For further information, please refer to the UEM Sunrise Whistleblowing Policy.

For more information on UEM Sunrise Whistleblowing Policy, visit whistleblower.uemsunrise.com

Business Partner Code of Conduct

Compliance with this Code

The Business Partner agrees to comply with the UEM Sunrise Code of Conduct for Business Partners including any amendments and revisions made known to you from time to time.

Compliance with the UEM Sunrise Code of Conduct means that the Business Partner, Business Representatives or relevant third party (which includes any person who has dealings with UEM Sunrise in any capacity), agree to comply with all laws as referred to in this Code of Conduct. This includes all local laws and regulations relating to anti-corruption and anti-bribery and any international laws and regulations as may be relevant from time to time.

In the event of any conflict between the terms of this Code of Conduct and any Business Partner's contractual agreement that may be in place, that agreement will prevail to the extent of the inconsistency.

If in the reasonable opinion of UEM Sunrise, a Business Partner or Business Representatives or relevant third party fails to comply with the UEM Sunrise Code of Conduct, this will constitute a breach of the Code of Conduct and UEM Sunrise may pursue any applicable remedies at law for such breach, which may include (amongst others) the termination of the services of the Business Partner in accordance with the terms as set out in an applicable agreement.

Where a Business Partner or Business Representatives or relevant third party engages in conduct that may constitute unlawful or criminal behaviour, the relevant enforcement authorities may be contacted.

DECLARATION OF INTEREST BY BUSINESS PARTNERS TO UEM SUNRISE BERHAD

1. This declaration of interest is made by
<insert name of person or company> (.....**<insert ABN / Company Reg. No if applicable>**) (“Business Partner”) to UEM Sunrise pursuant to the requirement under UEM Sunrise’s Code of Conduct for Business Partners (the “Code”).

2. I/We declare and confirm the following:

a) I/We understand my/our obligations to declare any conflict of interest to UEM Sunrise.

b) Our shareholders/directors/personnel holding key management function and their close family members¹ do not have any relationship with any employees or members of the Board of UEM Sunrise; or

The following shareholders/directors/personnel holding key management function has a relationship with an employee of UEM Sunrise or members of the Board of UEM Sunrise, by virtue of their close family members position. Details are provided below:

| No. | Name | Relationship with the Business Partner | Relationship with UEM Sunrise |
|-----|------|--|-------------------------------|
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c) I/We, including our shareholders/directors/personnel holding key management functions and their close family members do not have any interest that could be in conflict with my/our work with UEM Sunrise;

d) I/we am/are not related to any of UEM Group of Companies and/or Khazanah Nasional Berhad; or

I/we am/are related to UEM Group of Companies and/or Khazanah Nasional Berhad. Details are provided below:

| No. | Name of Company | Nature of Relationship |
|-----|-----------------|------------------------|
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1 Close family members refers to spouse, children (including adopted or stepchildren) and their spouses, parents, siblings, in-laws and siblings, spouse and their children (including adopted or stepchildren)

- e) For the duration of the engagement that I/we enter with UEM Sunrise, I/we shall not do any act or commit any omission which may give rise to a conflict of interest in the discharge of my/our work in relation to the engagement entered into with UEM Sunrise;
- f) I/We agree to be bound by the Code and warrants that no conflict of interest exists or likely to arise in the performance of my/our obligations under the engagement;
- g) I/We declare and affirm that the contents of this declaration are true and correct.
3. In the event that a situation of an actual or potential conflict of interest arises after the date of this declaration, I/we shall immediately disclose to UEM Sunrise. Upon such disclosure, I/we agree that UEM Sunrise may take any action as it deems fit regarding my/our existing or potential dealings, arrangements or contracts with UEM Sunrise.
4. I/We acknowledge that the obligations in this declaration shall commence from my/our acceptance and agreement to the Code or commencement of the procurement exercise, whichever is the earlier and survive throughout the engagement or contract/agreement, including the termination and expiration of the engagement or contract.

DECLARATION OF INTEGRITY TO UEM SUNRISE

This declaration of integrity is made to UEM Sunrise pursuant to the requirement under UEM Sunrise’s Code of Conduct for Business Partners (the “Code”) and the contract signed between **<insert name of Business Partner and ABN / Company Reg. No. if applicable>** (the “Company”) and UEM Sunrise on..... **<insert date of agreement>** (the “Agreement”).

1. The Company declares that it has read and fully understood the contents of the Code and acknowledge that:
 - (a) The Code forms part of the Agreement and is binding on the Company; and
 - (b) The Code may be amended by UEM Sunrise from time to time as may be notified to the Company by UEM Sunrise.

2. In line with the Code, the Company declares that the Company and its employees, agents, representatives, suppliers and subcontractors (the “Company’s Representatives”), shall:
 - (a) Comply with the Code and any revision thereto, relevant laws, rules and regulations for the time being enforced as well as any policies and internal procedures which are made known to the Company or which form part of the Agreement before, during and after the duration of the Agreement;
 - (b) Exercise reasonable care and due diligence to avoid any situations of potential and/ or actual conflicts of interests;
 - (c) Promptly inform UEM Sunrise or the responsible point of contact (as stated in the Code) in writing (or by any other mode as stated in the Code) of an actual or potential conflict of interest situation;
 - (d) Not gain improper advantage or preferential treatment in the Company’s relationship with UEM Sunrise/UEM Sunrise’s employees or members of the Board of UEM Sunrise;
 - (e) Inform UEM Sunrise of the Company’s relationship with UEM Sunrise/UEM Sunrise’s employees or members of the Board of UEM Sunrise, upon having knowledge of existence of any relationship, which may influence the objectivity of the Company’s business conduct with UEM Sunrise;
 - (f) Not make any misrepresentation of its capabilities in order to gain UEM Sunrise/UEM Sunrise’s procurement or during its delivery of goods and services to UEM Sunrise;

- (g) Operate in a professional manner in the course of the Company's dealings with UEM Sunrise and while on UEM Sunrise's premise, facility or construction site comply with all relevant local laws and regulations relating to work health and safety;
 - (h) Comply with all applicable local health and safety laws, regulations and standards in force at their place of work including all statutory requirements under the laws while providing on-site services at UEM Sunrise's facility and premises including construction sites.
- 3. The Company shall promptly inform UEM Sunrise or UEM Sunrise's responsible point of contact (as stated in the Code) of any breach or alleged or suspected breach of the Code and cooperate with UEM Sunrise in any investigation of such breach involving the Company or the Company's Representatives, or UEM Sunrise's employees.
- 4. The Company acknowledges that UEM Sunrise has the right to take any action as it deems fit if the Company or the Company's Representative is found to have breached any requirements in the Code or any other terms and conditions imposed pursuant to the Code. Such actions include any of the following or combination of any of the following:
 - (a) Suspension or termination of contract or Agreement and any other contract(s) between the Company of the one part and UEM Sunrise or UEM Sunrise or its subsidiaries of the other part;
 - (b) Permitted deductions (subject to the requirements of relevant laws) of any amount of money which is due or becoming due to the Company under the Agreement and/or any other contract(s) between the Company of the one part and UEM Sunrise or its subsidiaries of the other part;
 - (c) Requiring the Company to substitute any of the Company's Representative who breaches the Code or acting inconsistent with the Code immediately;
 - (d) UEM Sunrise reserves the right to disqualify the Company from participating in any tender or procurement exercise for a period to be determined by UEM Sunrise at UEM Sunrise's sole discretion;

without prejudice to any other rights or remedies UEM Sunrise may have or any other appropriate action which UEM Sunrise may seek under the terms of the contract or under the laws.

- 5. If there are any individuals, including any employee of UEM Sunrise who solicit, receive or agree to receive any gratification of any kind whatsoever for himself or for other persons on the account of those individuals doing or forbearing to do anything in respect of any matter related to the procurement, the Company shall raise this

matter to UEM Sunrise or the responsible point of contact (as stated in the Code) in writing (or by any other mode as stated in the Code).

6. The Company acknowledges that the obligations in this declaration shall commence from the Company's acceptance and agreement to the Code or commencement of the procurement exercise, whichever is the earlier and survive throughout the Agreement, including the termination and expiration of the Agreement.



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WHISTLEBLOWING POLICY

Policy Statement

UEM Sunrise Berhad (“UEM Sunrise” or the “Company”) and its subsidiaries (the “Group”) are committed to the highest standards of integrity, accountability and ethical behaviour in its business conduct and operations, consistent with our corporate values. In line with our commitment, we provide a mechanism for our employees, third parties employed or engaged and members of the public to report wrongdoing or improper conduct within the Group.

Policy Objective

This Policy makes clear that we take wrongdoing very seriously and that we are committed to identify, deal with, and rectify any improper conduct that can potentially harm the Group including its reputation. We want to embed a culture across the Group where wrongdoing is not tolerated and when reported, will be quickly and efficaciously addressed. We also commit to provide protection for those who make such disclosures.

Applicable Scope

This Policy covers, possible and actual improper conduct, which if proven, constitutes a disciplinary or a criminal offence. These includes, but not limited to, the following:

- i. any form of financial crime, including fraud;
- ii. bribery and corruption, whether for personal gain or for the benefit of the Group;
- iii. abuse of power for personal gain;
- iv. conflict of Interest;
- v. theft or embezzlement;
- vi. misuse of the Group’s property and information;
- vii. any form of negligence, default, breach of trust/duty or non-compliance with the policies and procedures;

viii. any situations of regulatory breach or non-compliance with applicable laws; and

ix. inadequacies of the Group’s anti-corruption programme.

This Policy does not apply to personal grievances concerning an individual’s terms and conditions of employment, or any other aspects of working relationship with the Group. Such matters shall be dealt with under the relevant UEM Sunrise’s Human Resource Policies and Procedures.

In the event an employee is unsure whether a particular act or omission constitutes an improper conduct under this Policy, the employee is encouraged to seek advice or guidance from the line manager, Head of Department/Division or the Integrity & Governance Unit (“IGU”).

Disclosure Procedure

All disclosures are to be channelled in accordance with the procedures outlined under this Policy. Disclosure should be factual and not speculative. Information provided should be specific to allow for proper assessment of the nature and extent of the concern.

Disclosures can be made to any one of the following designated reporting channels, which are accessible to both internal and external parties, at <https://whistleblower.uemsunrise.com/>, in a strict confidential manner:

- i. Secured Postbox; or
- ii. Direct Message to the Board Governance & Risk Committee (“BGRC”) Chairman.

WHISTLEBLOWING POLICY

Anonymous Whistleblower

Anonymous reporting can be undertaken via the respective channels (Secured Postbox and Direct Message to BGRC Chairman). All reports are taken seriously by UEM Sunrise. However, in the event that there is lack of material evidence, UEM Sunrise reserves the right to close the case. With this in mind, UEM Sunrise encourages the whistleblower to disclose his/her identity to enable:

- i. further information gathering and/or clarification with regard to the disclosure made;
- ii. accord the necessary protection to the whistleblower; and
- iii. notification of the outcome of the investigation on the disclosure where it relates to the disclosing party if deemed necessary.

Whistleblowers are encouraged to provide detailed factual and not speculative information to assist with the investigation (i.e., who, what, where, when and how).

Whistleblower Protection

The Group takes whistleblowing very seriously and will protect the person making a report to the maximum extent possible, within Group's ability and control. The Group is guided by the Whistleblower Protection Act 2010 and international best practice in this matter.

The identity of a good faith whistleblower will be kept confidential to the fullest extent possible and as required under the applicable laws. The information reported will be kept in a secure information management system.

The Group prohibits retaliation against all whistleblowers acting in good faith, and will accord protection against retaliation, detrimental action or unfair treatment arising from making such report. Such protection is accorded even if the investigation later reveals that the whistleblower

is mistaken as to the facts and/or the application of the relevant rules or procedures, or the allegation could not be substantiated.

Where the whistleblower can prove that they have been subjected to retaliation, detrimental action or unfair treatment, UEM Sunrise reserves the right to take the appropriate actions against the perpetrator. Other forms of protection such as transferring department may also be provided by the Group.

Any person making a report must do so in good faith, with reasonable belief that it is true, and not acting maliciously or for personal gain. Any person found to make a false allegation for malicious purposes will not receive whistleblower protection but instead be subjected to disciplinary action and/or legal action by the Group.

Please note that the Group has no power to provide any immunity from criminal prosecution. However, for whistleblowers coming forward voluntarily, legal and other forms of support will be provided by the Group in the event of a prosecution arising from their report.

Investigation Procedure

Disclosures made via the Secured Postbox ("SP") will be directed to the BGRC Chairman, BGRC members and the designated IGU officers. Disclosures made via Direct Message ("DM") will be directed to the BGRC Chairman. Only BGRC Chairman will have the direct access to the details of DM case, and he/she reserves the right to grant access to the BGRC members and/or the designated IGU officers, if deemed appropriate.

WHISTLEBLOWING POLICY

If the disclosure has a reasonable basis and legitimacy, the preliminary assessment outcome shall be disclosed/escalated to the Board through the BGRC Chairman, BGRC members and/or IGU. Recipients of the preliminary assessment outcome shall ensure details of the whistleblower are protected and kept entirely confidential.

The IGU shall be the case handler responsible for complaint management, including detection, verification and investigation. BGRC provides oversight on the overall complaint management, deliberate and recommend appropriate course of actions for the Board. The Board shall be the decision maker for all corruption cases.

The assessment outcome shall be disclosed and deliberated accordingly as follows:

Disclosures related to Chairman of UEM Sunrise (including corruption offences) – BGRC Chairman and/or IGU to escalate to Chairman of UEM Group Berhad.

Disclosures related to Board Members of UEM Sunrise (including corruption offences) – BGRC Chairman and/or IGU to escalate to Chairman of UEM Sunrise.

Disclosures related to corruption offences – BGRC Chairman and/or IGU to escalate to Board of UEM Sunrise.

Disclosures related to other matters, non-corruption offences, operational complaints or grievances, etc. – IGU to escalate to BGRC for directive/deliberation and report to Board of UEM Sunrise.

Upon completion of investigation, the IGU shall undertake the appropriate remedial action based on the decision made, including:

- a) Making a report to the relevant external enforcement agencies (e.g., Malaysian Anti-Corruption Commission, Royal Malaysian Police, etc.), where the improper conduct constitutes a criminal offence;
- b) Ensure that the relevant Department/Division take appropriate action such as initiating disciplinary and/or legal action against parties where there is evidence that improper conduct has taken place; or
- c) Recommending steps be implemented to prevent similar situation from repeating in the future.

Contacting the Authorities

For a disclosure that requires escalation of the matter to an external enforcement agency such as criminal matters including corruption, the Board shall be informed at the earliest opportunity, per the Whistleblowing Procedures and decide the best course of action for reporting to the authorities, in consultation with legal counsel.

Reporting to the BGRC and the Board

The IGU shall maintain a record of the reports received through the whistleblowing channels, the investigations and their outcomes, with reporting to the BGRC and Board on a regular basis.

WHISTLEBLOWING PROCEDURES

Whistleblower to make disclosure via any of the following online reporting channels at
whistleblower.uemsunrise.com

- Secured Postbox ; or
- Direct Message to Board Governance & Risk Committee ("BGRC") Chairman



BGRC Chairman and/or Integrity & Governance Unit ("IGU") to conduct preliminary assessment



BGRC Chairman and/or IGU to determine the nature of the disclosure and the channel of escalation



IGU to conduct preliminary verification & investigation as necessary



IGU to follow up and ensure remedial action is taken



IGU to ensure proper record keeping & closure in Whistleblowing Management System