



# **AWANBIRU TECHNOLOGY BERHAD**

[Reg. No. 201001038336 (922260-K)]  
(Incorporated in Malaysia)

## **VENDORS' CODE OF CONDUCT**

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## 1. OVERVIEW

AwanBiru Technology Berhad (**“Awantec”**) is committed to upholding principles of integrity, accountability and fairness in its procurement activities.

The provisions of this Vendor Code of Conduct (**“Code”**) establishes a set of obligations on business and ethical practices, and professional conduct expected of all Vendors with whom Awantec does business towards upholding Awantec’s values of integrity, transparency, and accountability.

All Vendors are required to sign the **“Vendor Related Party Transaction Declaration Form” (Appendix 1)** which is the Vendor’s declaration to Awantec on any potential or existing related party transactions at the beginning of the procurement exercise.

## 2. SCOPE OF APPLICATION

The Code applies to all Vendors, contractors and any other persons doing business with Awantec and its subsidiary companies (the **“Group”**).

Vendor is defined as a person or entity that supplies goods and/or services to the Group. Vendor shall include contractors, consultants and agents of Awantec, and any persons appointed by Awantec in any capacity to deliver the goods or perform any part of the services, including their employees, agents, Vendors and sub-contractors.

## 3. ETHICAL BUSINESS PRACTICES

Vendors are required to conduct their businesses in accordance with the standards of ethical behaviour prescribed in this Code and in accordance with all applicable laws and regulations.

In the course of conducting work for Awantec, Vendors are required to demonstrate the following standards of behaviours, where applicable.

### 3.1 Compliance of all laws and regulations including Anti-Money Laundering & Terrorist Financing

Awantec expects its Vendors to comply with all applicable laws and regulations in all jurisdictions where they conduct business, including, but not limited to, any laws relating to anti-money laundering, employment, environment and health and safety.

Vendors are further expected to not knowingly engage or attempt to engage in any transaction involving proceeds derived from any unlawful activity and not have dealings with

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individuals and companies who are subject to international economic sanctions and are expected to comply with all applicable laws and regulations.

## **3.2 Policy on Bribery and Corruption**

### **3.2.1 Corruption**

Awantec practices a zero-tolerance approach against all forms of bribery and corruption.

Vendors are expected to comply with all applicable laws relating to anti-bribery and corruption. In this regard, Vendors must not offer, promise, authorise, give, receive or agree to accept any form of gratification (per the Malaysian Anti-Corruption Commission Act 2009 and its 2018 amendment) and should not force or coerce employees into receiving any form of bribes. Vendors must require their agents or sub-contractors to comply with the foregoing requirements.

### **3.2.2 No Gift Policy**

Awantec adopts a 'No Gift' Policy subject to certain limited exceptions.

Awantec's policy on gifts, entertainment and gratuities is designed to preserve and maintain its reputation as an enterprise that acts with integrity and bases decisions only on legitimate business considerations.

Vendors are strictly prohibited from directly or indirectly offering gifts, entertainment, travel, or other form of gratification to Awantec employees which may give rise to the perception or appearance of a potential conflict of interest during a procurement process (e.g., tender or competitive bidding).

### **3.2.3 Facilitation Payments**

Facilitation payments requested by government officials to speed up or facilitate the performance of routine government action (such as the provision of a visa or customs clearance) are strictly prohibited.

Vendors and its representatives shall have in place anti-corruption and bribery procedures designed to prevent employees or persons associated with its business from committing offences of bribery or corruption. Vendors and representatives will properly implement these procedures into their business and review them regularly to ensure that they are operating effectively.

### **3.3 Conflict of Interest**

Vendors must make a disclosure on any interest held in their business by an employee of Awantec.

Vendors shall declare any potential or actual conflicts of interest to Awantec even if the discovery is made after their appointment, and/or to immediately address the conflict as soon as it is known or discovered.

If in doubt of the existence of a conflict, Vendors shall highlight the potential conflict to Awantec immediately.

### **3.4 Fair Competition**

Vendors shall conduct their business in line with fair competition and in accordance with all applicable anti-competitive laws.

Vendors shall not conspire, collude or form cartel either directly or indirectly with other Vendors for the purpose of reducing or eliminating competition during the submission of tender or quotation to Awantec.

### **3.5 Misrepresentation of Information**

Vendors are prohibited from making any misrepresentation including misrepresentation on its capabilities in the services rendered or goods delivered to Awantec, for the purpose of securing procurement with Awantec.

## **4. HEALTH, SAFETY AND LABOUR STANDARDS**

### **4.1 Labour Rights**

Vendors shall ensure fair labour conditions and all immigration regulations in Malaysia are adhered to with respect to the employment and work permits of their employees.

### **4.2 Safety**

Vendors shall provide their employees with a safe and healthy workplace in compliance with all applicable laws and regulations.

#### **4.3 Workplace Practices and Culture**

Vendors should aim to provide an environment free of discrimination and harassment, where all individuals are treated with respect and dignity, can contribute fully, and have equal opportunities.

#### **4.4 Modern slavery and Child labour**

Vendors shall not engage in any form of labour practices that uses child labour or amount to modern slavery.

### **5. ENVIRONMENT**

Vendors shall operate in a manner that is protective of the environment. Vendors shall endeavour to use materials which are environmentally friendly in their services or production of goods.

At a minimum, Vendors shall comply with all applicable environmental laws, regulations and standards. Vendors shall also comply with any additional environmental requirements specific to the products or services being provided to Awantec. Vendors should strive to implement management systems to meet these requirements.

### **6. DATA PRIVACY AND CYBER SECURITY**

#### **6.1 Protection of Assets and Maintenance of Records**

Vendors will handle and process data, including Awantec's personal data, only for the purposes for which it was collected or otherwise made available. Vendors shall demonstrate appropriate industry standard and best practices data security controls to ensure that all Awantec and/or its business associates data and information is protected and secure from loss and unauthorised use.

Awantec expects Vendors to: -

- process the data in accordance to Awantec's instructions, and its contractual obligations and at all times according to the local data protection laws and regulations;
- implement appropriate governance, physical, technical and organizational measures to ensure a level of security in line with the risk that the processing represents;
- be vigilant on risks and work within the limits of authority of the engagement without exposing Awantec to undue risks and ensure that its employees and

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subcontractors receive appropriate training and have committed themselves to an obligation of data privacy and cyber security.

- ensure any Awantec and/or its business associates assets and systems they have been granted access to are protected from abuse and malware and to ensure and maintain a high level of confidentiality, integrity and availability;
- promptly notify Awantec on all weaknesses in cybersecurity discovered;
- shall not by action or inaction allow the systems and applications in Awantec be made vulnerable.

## **6.2 Confidentiality**

In the course of the carrying out contractual duties, Vendors may come into possession of confidential or sensitive information and in particular, confidential and sensitive information relating to Awantec and/or its business associates (confidential information). Vendors must keep confidential all information made available by Awantec for purposes of the transaction.

## **7. BREACH OF THE VENDOR CODE**

Depending on the nature and seriousness of the breach of any provisions in this Code, Awantec may take the following action: -

- Issue written warnings – where continued non-compliance will lead to more severe actions;
- Penalties or any contractual or legal remedies under the law;
- Immediate termination of contract, without recourse;
- Suspension from participating in any future procurement activities for a period of up to 12 months; and/or
- Blacklisting whereby Vendors are not allowed or disqualified from any future procurement activities for a minimum of two (2) years.

## **8. RAISING CONCERNS**

As part of good corporate governance, Awantec has established a whistle blowing policy that sets out avenues for legitimate concerns to be objectively investigated and addressed.

Vendors will be able to raise concerns about illegal, unethical or questionable practices (especially in relation to the expectations set out in this Code) in confidence and without the risk of reprisal via email to [whistleblowing@awantec.my](mailto:whistleblowing@awantec.my).



## Vendor Related Party Transaction Declaration Form

### Notification of Potential or Existing Related Party Transaction of AwanBiru Technology Bhd

I/We, ....., (NRIC No. / Company Registration No. ....) as the vendor of **AwanBiru Technology Bhd** and/or its subsidiaries ("Awantec"), hereby give notification to Awantec of the following potential or existing related party transaction ("RPT"), pursuant to Awantec Related Party Transaction Policies and Procedures.

For the purposes of this declaration, a RPT is a transaction entered into between Awantec or its subsidiaries and a person connected. "Person connected" has the meaning as stated in Chapter 1 of the Bursa Main Market Listing Requirements (Please refer to page 3 of this Form for the definition of "person connected" under the Main Market Listing Requirements). Please disclose the relevant information in the table below.

Description of dealing or transaction in which RPT may arise	
Nature of Relationship with Party giving rise to RPT	
Name of Related Party	
Amount/Value of RPT transaction	
Date RPT will arise	
Is transaction one off or ongoing?	
Any other material information	

AND I/We MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true and in the event of any false declaration made herein, Awantec shall be entitled to terminate and withdraw the transaction/contract/award made in favour of the Vendor and to further exercise all or any of its rights and remedies under the law.

Signed by:

Date:



Under **Chapter 1 of the Main Market Listing Requirements**, “person connected” is defined as follows:-

in relation to any person (referred to as “said Person”) means such person who falls under any one of the following categories:

- (a) a family member of the said Person;
- (b) a trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the said Person, or a family member of the said Person, is the sole beneficiary;
- (c) a partner of the said Person;
- (d) a person, or where the person is a body corporate, the body corporate or its directors, who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the said Person;
- (e) a person, or where the person is a body corporate, the body corporate or its directors, in accordance with whose directions, instructions or wishes the said Person is accustomed or is under an obligation, whether formal or informal, to act;
- (f) a body corporate in which the said Person, or persons connected with the said Person are entitled to exercise, or control the exercise of, not less than 20% of the votes attached to voting shares in the body corporate; or
- (g) a body corporate which is a related corporation of the said Person.

Note:

“family members” would include the spouse, parent, child, including adopted child and stepchild, brother, sister and the spouse of the person’s child, brother or sister.