



FRASER & NEAVE HOLDINGS BHD

(Group No. 4205-V)

Version 1.1

CODE OF BUSINESS PRACTICES FOR THIRD PARTIES

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1. POLICY STATEMENT

- 1.1 Since its establishment in 1883, the practices of Fraser & Neave Holdings Berhad and all its subsidiaries (collectively, the "**Company**") have been governed by integrity, honesty, fair dealing and full compliance with all applicable laws. In line with the foregoing, the Company takes a zero-tolerance approach to all forms of bribery and corruption, and is committed to uphold all applicable laws in relation to anti-bribery and anti-corruption.
- 1.2 Any person associated to the Company, including but not limited to third party suppliers, service providers, vendors, contractors, consultants and agents ("**Business Associates**"), shall be guided by this Code of Business Practices for Third Parties ("**Code**") in all their business dealings and activities with and for the Company. The Company will not tolerate any practice that does not comply with this Code and/or any applicable laws and regulations.
- 1.3 Please note that this Code does not provide specific and detailed practices or policies to cover every possible scenarios that Business Associates may encounter. As such, this Code is not a substitute for the Business Associates own good judgment and proper business conduct.

2. SCOPE

- 2.1 This Code applies to all Business Associates who provide any form work, products, goods, equipment, materials or services or act for or on behalf of the Company, including but not limited to their employees, affiliates or any other third parties or sub-contractors that has been engaged by the Business Associate to perform services for, or provide products to, or act for or on behalf of the Company (collectively, "**Personnel**").
- 2.2 This Code is intended to supplement and should be read in line with the Company's Anti-Bribery and Anti-Corruption Policy.
- 2.3 For avoidance of doubt, this Code applies to all of subsidiaries of Fraser & Neave Holdings Berhad.

3. BRIBERY AND CORRUPTION

- 3.1 In line with the Company's commitments against bribery and corruption, the Company has put in place an anti-bribery and anti-corruption management system ("**ABCMS**") to consolidate and manage elements, policies, objectives and processes in relation to bribery and corruption risks in the Company. All Business Associates and its Personnel are required to comply with the ABCMS as well as any applicable laws in relation to anti-bribery and anti-corruption.
- 3.2 In line with the above, it is the duty of all Business Associates to undertake periodic reviews and assessments to understand bribery and corruption risks and to ensure that it has adequate procedures in place to address such risks and that the procedures are kept up to date and remain efficient and effective.
- 3.3 All Business Associates are required to immediately report any real and/or suspected bribery or corruption to the Company so that the Company is able to investigate and take appropriate action against the perpetrators. All Business Associates shall refrain from:
 - (a) disclosing the matter to any persons unless specifically directed or authorized to do so by a member of the investigations team; and
 - (b) investigating or determining the facts on their own.
- 3.4 Business Associates must cooperate with any investigation and provide accurate and truthful information. Business Associates must not disclose or discuss the fact that an investigation is being conducted or has been conducted and must not disclose the results of any investigation to anyone

except if required by law, by employees of the Company or law enforcement agencies who need to know in order to perform their duties.

4. GIFTS, ENTERTAINMENT, DONATIONS, SPONSORSHIP AND POLITICAL CONTRIBUTION

Gifts and Entertainment

- 4.1 As a general rule, the Company practices a "no gift policy". Save for the limited exception set out in the Company's Anti-Bribery and Anti-Corruption Policy, all of the Company's employees are prohibited from receiving and/or offering any tangible or intangible gratification in the form of gifts, services, cash, property, holiday packages and entertainment ("**Gratification**") whether directly or indirectly, and must immediately refuse and/or return such gifts.
- 4.2 While it is a common practice to provide modest Gratification to build and foster business relationships, all Gratification, if received, must be unsolicited and must not be perceived as a form of bribery.
- 4.3 Save for written instructions from the Company, Business Associates are prohibited from providing any Gratification for and on behalf of the Company.
- 4.4 All Gratification offered and accepted must not exceed RM 50.

Donations and Sponsorships

- 4.5 Save for written instructions from the Company, Business Associates are not permitted to make any donation or sponsorship to any third party on behalf of the Company.

Political Contribution

- 4.6 Business Associates are not permitted to make any political contribution on behalf of the Company.

5. FACILITATION PAYMENT AND DEALING WITH GOVERNMENT

Facilitation Payment

- 5.1 Under no circumstances shall the Business Associate be permitted to make any facilitation payment for and on behalf of the Company. "Facilitation payment", often referred to as "Duit Kopi" is an illegal or unofficial payment made in return for services which the payer is legally entitled to receive without making such payment.

Dealing with Public Officials

- 5.2 The Business Associate shall disclose any relationship, dealings or interactions that it has or may potentially have with public officials and/or is involved in a government project.
- 5.3 Where the Business Associate is required to deal or interact with public officials on the Company's behalf, the Business Associate shall be responsible for knowing and complying with all applicable laws and regulations.
- 5.4 Business Associates are expected to cooperate with reasonable requests for information from government agencies and regulators, and to consult with the relevant divisions in the Company before responding to any non-routine requests.
- 5.5 All information provided must be correct and accurate.
- 5.6 Business Associates must not alter or destroy any documents or records in response to an investigation or other lawful request.

6. CONFLICT OF INTEREST

- 6.1 All business decisions and actions by the Business Associate must be made with the Company's best interest in mind and must not be motivated by its personal considerations or relationships.
- 6.2 All Business Associates are required to declare to the Company if there is any actual, potential or perceived conflict of interest, including any actual, potential or perceived conflict of interest arising from the Business Associate's Personnel. A conflict of interest situation may arise when:
- (a) a person or organisation associated with the Business Associate, is in a position to benefit directly or indirectly from the Business Associate's actions through an unfair or unintended imposition, damage or loss to the Company; or
 - (b) the Business Associates' integrity, objectivity or fairness in conducting any business dealings with the Company is at risk due to a personal interest or conflicting business arrangements.
- 6.3 In particular during the purchasing or procurement process, any conflict of interest (or potential conflict) through relationships or friendships with people in other companies invited by the Company to tender for any project must be declared to the Company. This includes situations where the Business Associate, or its Personnel, have relatives or friends working in the other companies.
- 6.4 All declarations of any conflict of interest shall be made in the form specified under Appendix 1.
- 6.5 Where there is evidence or even suspicion of improper behavior during the tender process or after its award, it must be reported to the Company either directly or through the whistleblowing channel, for appropriate action to be taken. Any report made in this regard will be treated with the utmost confidentiality unless required to be declared in law.

7. COMMUNICATIONS

- 7.1 In its dealings with the Company, the Business Associate must provide accurate and truthful information. The Business Associate must avoid exaggeration, guesswork, legal conclusions, opinions and derogatory remarks or characterizations of any persons or companies. This applies to communications of all kinds, including e-mails, "informal" notes or memos. Records should always be retained and destroyed according to and in compliance with the record retention policies and all legal requirements of the Company.

8. COMPETITORS

- 8.1 The Company does not tolerate anyone who steals, procures, obtains or possesses any of its competitors' proprietary or trade secrets info. Where the Business Associate have obtained such info by mistake, the Business Associate shall immediately consult the Legal Department.
- 8.2 As much as the Company desires to gain competitive advantage against our competitors, the Company will never use illegal or unethical methods to achieve such goal.

9. CONFIDENTIAL INFORMATION

- 9.1 The Business Associate acknowledges that it may come into possession of the Company's confidential information in the course of its dealings with the Company. Confidential information refers to any proprietary or confidential information, whether marked "CONFIDENTIAL" or otherwise, that is competitively sensitive material or otherwise of value to the Company and not generally known to the public, including trade secrets, scientific or technical information, design, invention, process, procedure, formula, improvements, product planning information, terms and conditions of the agreement, marketing strategies, financial information, information regarding operations, consumer and/or customer relationships, consumer and/or customer identities and profiles, sales estimates,

business plans, and internal performance results relating to the past, present or future business activities of the Company and the consumers, customers and suppliers of any of the foregoing.

9.2 In line with the above, the Business Associate undertakes to:

- (a) not disclose any confidential information to any unauthorized recipients or use the Confidential Information in any circumstances without prior written consent from the Company; and
- (b) safeguard all confidential information, keep it secure and provide only limited access to those who have a need to know the confidential information in order to execute their job functions.

9.3 The obligation to preserve the confidential information shall continue notwithstanding the termination or cessation of any the Business Associate's contract. In the event of a conflict between the confidentiality obligations under any written agreement between the Company and the Business Associate and the confidentiality obligations under this Code, the confidentiality obligations under the written agreement shall prevail.

10. WHISTLEBLOWING

10.1 To further enhance efforts by the Company towards better corporate governance, the Company has also established a secure and confidential channel for all its Business Associates to report any conduct including any fraudulent activities, misconduct of employees, bribery, breach of ethics, breach of confidentiality or any practices that may be construed as a violation of any policies set out in this Code and/or which is not in accordance with general standards and business ethics.

10.2 The Company gives anyone who makes a report, complaint or disclosure about any real and/or suspected bribery or corruption the protection of confidentiality to the extent reasonable, and protection against detrimental action for making the report. This is provided that the report, complaint or disclosure is made in good faith.

10.3 Any actual or suspected bribery or corruption can be reported through:

Chairman of the Audit Committee

Contact No. : 603-9235 2232
Address : C/O Board Chairman
Fraser & Neave Holdings Bhd
No. 1, Jalan Bukit Belimbing 26/38,
Persiaran Kuala Selangor,
Section 26, 40400 Shah Alam,
Selangor Darul Ehsan, Malaysia.
Email : whistleblowing@fn.com.my

10.4 Further details are set out in the Company's Whistleblowing Policy. This Code together with Whistleblowing Policy and Fraud Control Policy are available on Company's public website at www.fn.com.my/investors/#corporate-governance.

11. INTERACTION WITH CUSTOMERS AND THE MEDIA

- 11.1 The Company has incurred a substantial amount of time and resources to build a long-term relationship with its customers. To this end, all Business Associates must at all times:
- (a) practice the highest standards of professionalism, honesty and integrity when interacting with the Company's customers, including ensuring that all marketing materials are accurate, truthful and lawful;
 - (b) ensure that their products or services does not damage the Company's reputation; and
 - (c) ensure professional and consistent responses when required to deal with the media, any requests from the media should be forwarded to the Company's Communications and Corporate Affairs Department;
 - (d) obtain the written consent of the Company prior to divulging any information to the media or outsiders.

12. NON-COMPLIANCE AND INVESTIGATION

- 12.1 Without prejudice to the other rights and remedies available to the Company, any non-compliance with or violation of this Code or any applicable laws may result in the suspension or termination of the relationship and contract with the Business Associate. Additionally, such Business Associate may also be subject to loss of access privileges, unsatisfactory performance evaluation, sanction, accountability in a court of law, civil, and criminal prosecution.

13. REVIEW AND AMENDMENTS

- 13.1 This Code shall be maintained and reviewed by the Risk Management Department and shall be reviewed from time to time. Any queries relating to this Code should be directed to the Risk Management Department of the Company.
- 13.2 This Code shall be reviewed by the Sustainability and Risk Management Committee ("**SRMC**") and approved by the Board Directors of the Company as and when required.
- 13.3 The Company reserves the right to amend, update or replace this Code or any part of it from time to time based on legislative requirements and other circumstances. Such amendments or replacement shall be binding on all Business Associates and its Personnel, where applicable.

APPENDIX 1

Third Party Integrity Pledge & Conflict of Interest Declaration

INTEGRITY PLEDGE & CONFLICT OF INTEREST DECLARATION

Section A: Integrity Pledge

We/I have read and agree to be bound by the provisions of the Anti-Bribery and Anti-Corruption Policy and Code of Business Practices for Third Parties of Fraser & Neave Holdings Bhd group (the "**Company**").

We/I hereby declare and undertake as follows:

1. We/I have received and shall comply with the Company's Anti-Bribery and Anti-Corruption Policy and Code of Business Practices for Third Parties of and shall communicate all relevant requirements to my employees and all persons acting on our/my behalf in connection with work for the Company, including agents or subcontractors (if any);
2. We/I shall complete the Declaration of Conflict of Interest Form in the Company's Code of Business Practices for Third Parties where there is any actual, potential or perceived conflict of interest, including any actual, potential or perceived conflict of interest arising in connection with our/my work for the Company;
3. We/I shall not commit any acts of bribery or corruption in all business activities under our/my control and will comply with all applicable anti-bribery and anti-corruption laws, including the Malaysian Anti-Corruption Commission Act 2009 and the Penal Code;
4. We/I have implemented or shall implement anti-corruption policies, procedures and control measures which complies with all applicable anti-bribery and anti-corruption laws;
5. We/I have been informed about the Company's whistleblowing channel, and shall report any acts of bribery or corruption in all business activities and business relationships in relation to the Company that comes to our/my knowledge either through:

Chairman of the Audit Committee

Contact No. : 603-9235 2232
Address : C/O Board Chairman
Fraser & Neave Holdings Bhd
No. 1, Jalan Bukit Belimbing 26/38,
Persiaran Kuala Selangor,
Section 26, 40400 Shah Alam,
Selangor Darul Ehsan, Malaysia.
Email : whistleblowing@fn.com.my

We/I further reiterate our agreement that we/I shall not hold the Company responsible for any loss or damage whatsoever that we/I, our/my subcontractors or suppliers or agents may suffer arising out of, in connection with and/or relating to a termination of our relationship with the Company resulting from our/my violation of the Company's Anti-Bribery and Anti-Corruption Policy, the Code of Business Practices for Third Parties and/or any applicable anti-bribery and anti-corruption laws.

Section B: Conflict of Interest Declaration

We/I hereby declare that we/I do not have any conflict of interest with any of the businesses within the F&N Group, either directly or indirectly, including but not limited to contracts of supply of goods and services to the Group, and contracts of sale of goods and services thereto, in relation to the Group's commercial activities wherever they operate.

In the event that we/I, or any of our/my affiliates or family members, intend to or will be involved with the business of the Group, or have any financial interest, it will be our/my responsibility to declare as follows:

Company Name	Nature of Business	Contact Person	Contact Number	Relationship	Nature of Conflict
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

We/I hereby also agree for the Company to use the above information for further inquiries wherever they see fit.

In the event that any conflict of interest may arise at a later date, we/I undertake to declare this information to the Risk Management Department of the Company.

(signature)

Name : _____
 Designation : _____
 Date : _____
 For and : _____
 behalf of _____

Note:

<i>Please affix your Company stamp</i>	<i>Please affix your business name card</i>
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