



# **THIRD-PARTY CODE OF CONDUCT**

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## **1.0 OBJECTIVE OF THIRD-PARTY CODE OF CONDUCT**

**1.1** Hup Seng Industries Berhad and its subsidiaries namely Hup Seng Perusahaan Makanan (M) Sdn. Bhd., Hup Seng Hoon Yong Brothers Sdn. Bhd. and In-Comix Food Industries Sdn. Bhd. (collectively, "HSIB Group") practice a high ethical standard, integrity culture and committed against all forms of improper conduct, fraud, corruptions, briberies, and money laundering.

**1.2** The Third Party Code of Conduct ("COC") establishes a set of standards on business & ethical practices and professional conduct expected on all Third Party. Third Party includes all customers, contractors, vendors, suppliers, solicitors, agents, consultants, partners and to any person(s) appointed by them in any capacity to deliver the goods or perform any part of the services to HSIB GROUP.

## **2.0 COMMITMENT TO PROFESSIONALISM, HIGH ETHICAL STANDARDS AND INTEGRITY**

The Third Party must uphold professionalism in conducting its business and avoid any non-transparent relationship with HSIB GROUP. Corruption and unethical business practices are not tolerated.

To maintain the highest ethical standards and be responsible to make ethical decisions and comply with all rules, regulations and laws under this COC.

Conduct in a manner that do not cause any disrepute, embarrassment or discredit to HSIB GROUP.

## **3.0 COMPLIANCE TO THIS COC**

**3.0** It is the responsibility of the Third Party to ensure that its representative(s) complies with this COC.

**3.1** HSIB GROUP reserves the right to take action on the Third Party if HSIB GROUP believes that there is a breach of the COC.

#### **4.0 CONFLICTS OF INTEREST**

4.0 HSIB GROUP prohibits the Third Party from gaining improper advantage or preferential treatment in their relationship with HSIB GROUP. The Third Party is considered to be in conflict of interest when a situation arises placing itself in a position being able to exploit in a professional or official capacity for self and family member's benefit.

4.1 The Third Party must exercise reasonable care to avoid situations that could result in actual or potential conflict of interest.

#### **5.0 CONFIDENTIALITY & SECRECY**

5.0 All information relating to HSIB GROUP shall be treated as confidential unless stated otherwise. Hence, Third Party must exercise vigilant in handling information/ data obtained in the course of their duties with HSIB GROUP and refrain from using HSIB GROUP's name, directly or indirectly, for whatsoever purposes unless being authorised by HSIB GROUP.

5.1 Third party may have access to material non-public information (MNPI) about HSIB GROUP and other companies conducting business with HSIB GROUP. In this regard, the Third Party must consider all information as MNPI unless it has been publicly announced.

#### **6.0 BANKRUPTCY**

6.1 The Third Party who had been wound-up or being declared bankrupt by a court of competent jurisdiction or receives winding-up petition/ bankruptcy notice shall immediately notify HSIB GROUP.

#### **7.0 CIRCUMVENTION OF FRAUDULENT PRACTICES**

7.1 All Third Party must avoid from committing fraudulent practices which include any acts of omission or false representation with the intention to

mislead HSIB GROUP, obtain financial gain (or other benefit) or to avoid an obligation.

## **8.0 NO-GIFT POLICY**

### **8.1 Gifts**

8.1.1 All Third Party must not offer any gifts to HSIB GROUP staff regardless whether the Third Party has direct or indirect business interest with HSIB GROUP.

8.1.2 Any gift of cash or cash value (e.g. vouchers, coupons, shares, commissions, etc.) to HSIB GROUP staff is prohibited.

### **8.2 Corporate Hospitality & Entertainment**

8.2.1 HSIB GROUP prohibits the Third Party to offer or provide corporate hospitality and entertainment to HSIB GROUP staffs.

## **9.0 BREACH OF COC**

**9.1** All Third Party is governed by the COC as part of the terms and conditions of their appointment between them and HSIB GROUP.

**9.2** Appropriate actions will be taken against any Third Party who contravenes the COC. The severity of punishment will commensurate with the misconducts such as reporting by HSIB GROUP to the police or Malaysian Anti-Corruption Commission, litigation action, termination of contracts, disqualify the Third Party from tendering for future jobs etc.

**9.3** HSIB GROUP expects all Third Party to render full cooperation in the event of an investigation, inquiry, audit or litigation relating to or involving HSIB GROUP.

## **10.0 WHISTLEBLOWING**

**10.1** All Third Party must inform HSIB GROUP as soon as they have a reasonable suspicion of an improper conducts/ breach of COC involving HSIB GROUP staff or any parties related to HSIB GROUP.

**10.2** All concerns raised will be treated fairly and properly. HSIB GROUP will ensure that no whistleblower will be at risk of suffering any form of retribution as a result of raising a concern as long as the same is reported in good faith. The whistleblower will also be protected even if the concern raised proves to be incorrect or unsubstantiated.

**10.3** All concerns/ reports by the Third Party in regards to the improper conducts or breach of COC must be emailed to [whistleblowing@hupseng.com](mailto:whistleblowing@hupseng.com)

## **11.0 THIRD PARTY DECLARATION**

**11.1** Third Party must sign the declaration form (refer to Appendix A).

This Policy was approved by the Board on 18 November 2020.

**Appendix A- THIRD PARTY DECLARATION FORM**



**THIRD PARTY DECLARATION FORM**

1. We are the contractors/ vendors/ suppliers/ solicitors/ agents/ consultants/ partners/ introducers/ government intermediaries of Hup Seng Industries Berhad and its subsidiaries namely Hup Seng Perusahaan Makanan (M) Sdn. Bhd., Hup Seng Hoon Yong Brothers Sdn. Bhd. and In-Comix Food Industries Sdn. Bhd. (collectively, "HSIB Group").
2. We hereby declare that we will comply with:
  - (i) All applicable laws and regulations relating to HSIB GROUP's Third Party Code of Conduct, Anti-Bribery and Anti-Corruption Policy, and Whistleblowing Policy.
  - (ii) The following principles:
    - a) Committing to promote values of integrity, transparency, accountability and good corporate governance.
    - b) Prevention of corruption and fighting any form of corrupt practice.
    - c) Supporting anti-corruption initiatives led by the government and the authorities.

*(hereinafter collectively referred to as "the requirements")*

3. We have not been convicted nor are we subject to any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach and will report any actual or suspected breach as soon as reasonably practicable and to the extent permitted by the law, to HSIBGROUP.
4. We undertake to promptly inform HSIB GROUP of any breach and/ or alleged/ suspected breach of the requirements via email to [whistleblowing@hupseng.com](mailto:whistleblowing@hupseng.com) and cooperate with HSIB GROUP in any investigation of such breach involving HSIB GROUP's staff.
5. We acknowledge that the provisions set out in this declaration form shall form part of the terms and conditions of our appointment and/ or contract of service.
6. We further acknowledge that HSIB GROUP has the right to suspend or terminate the contract/ agreement/ job and disqualify us from tendering for future contracts/ jobs if we were found to have breached the requirements or any other terms and conditions implemented by HSIB GROUP pursuant to the contract/ agreement/ job.

Signature of Authorised Person: \_\_\_\_\_

Name of Company's Authorised Person: \_\_\_\_\_

Company's Name: \_\_\_\_\_

Company's Stamp: \_\_\_\_\_

Date: \_\_\_\_\_