

## CODE OF CONDUCT AND ETHICS

Hong Leong Manufacturing Group Sdn Bhd (the "Company") and its subsidiaries and/or associated companies (where applicable) (the "Group") is committed to a high standard of professionalism, ethics and integrity in the conduct of our business and professional activities as set out in this Code of Conduct and Ethics (the "Code").

The Code applies to all colleagues who work in the Group – including but not limited to permanent, part-time and temporary employees. The Code also applies to any other persons permitted to perform duties or functions within the Group – including but not limited to contractors, secondees, interns, industrial attachment and agency staff.

Each of the above-mentioned person (each a "Party") is responsible for fully understanding and complying with the Code. Each Party may be required to undertake training as may be necessary, and provide an affirmation that he has read, fully understood and will comply with the Code, annually.

The Code also forms part of the terms and conditions of employment/engagement. Any failure to comply with the Code, or any Company policies will be treated very seriously by the Company. Such failure shall constitute misconduct and may result in disciplinary action, up to and including termination of employment (for employees) or termination of relationship with the Company (for contractors and others).

### 1. Commitment

Each Party is required to observe and adhere to the following:

- a. To faithfully and diligently perform duties and accept responsibilities as may, from time to time, be assigned by the Company. Each Party is expected to promote and advance the interests of the Company at all times.
- b. To perform duties in respect of the Company as well as any other Company within the Group.

### 2. Compliance with Laws, Regulations, Internal Policies and Procedures

- a. The Parties shall always observe and ensure compliance with all applicable laws, rules and regulations to which they are bound to observe in the performance of their duties.
- b. The Parties shall always observe and comply with all policies, practices and procedures of the Group and Company, whether expressed or implied.

### **3. Confidential and Proprietary Information**

- a. Each Party shall keep and maintain the secrecy of all confidential and proprietary information, including those received pursuant to non-disclosure agreements with third parties ("the Confidential Information") which comes into his knowledge as a result of his employment/engagement by the Company. Such Confidential Information shall include any information relating to the Company's and Group's business, operations, processes, plans, intentions, product information, know-how, design rights, drawings, blueprints, charts, techniques, sources of supply, formulae, analyses, reports, methods of working, data and specifications, trade secrets, price lists, cost information, computer programmes, market opportunities, customer information, financial information, business and research plans and other commercially valuable information of any kind which the employee shall have access to while in the employment/engagement of the Company.
- b. The Party shall not copy, reproduce or reduce in writing any part of the Confidential Information thereof except as may be reasonably necessary for the purpose of performing his duties. Any copies, reproductions or reductions to writing shall be the property of the Company.
- c. The Party shall apply thereto no lesser security measures and degree of care to protect the confidentiality and secrecy of the Confidential Information, than those which he would apply to his own personal propriety information.
- d. The Party shall not at any time either during his employment/engagement or after he ceases to be in the employment/engagement of the Company, use for himself or disclose to other parties or cause to be published any part of the Confidential Information without the prior consent of the Company.
- e. The Party shall deliver to the Company, upon leaving his employment/engagement for any reason whatsoever and/or any time the Company may so request, all such Confidential Information and other property constituting or relating to the employee's work for the Company, including any handbooks or materials provided by the Group.
- f. If the Party is found to have divulged or have caused to divulge or to have failed to use his best endeavours to prevent the publication or disclosure of such Confidential Information, the Group or Company reserves the right to terminate the contract of employment/engagement forthwith without notice and/or to take the appropriate legal action against the defaulting Party.
- g. Any Party who receives a subpoena or other requests seeking disclosure of Group/Company information is to contact his immediate superior (for employees) or the Company (for contractors and others) for guidance.

### **4. Intellectual Property**

- a. Any invention, improvement, literary rights, copyrights, trademarks, patents and/or new discoveries ("the Intellectual Property") which originates from or is conceived by the employee, whether alone or with any person or persons while in the employment of the Company, which relates either directly or indirectly to the Company, shall belong to and be the absolute property of the Company.
- b. The employee shall promptly disclose to the Company all such Intellectual Property made by him alone or with any person or persons and shall hold them in trust for the Company.

- c. The employee shall assign and hereby agrees to assign to the Company any and all rights to the Intellectual Property, as and when directed by the Company and further agrees that the Company and its successors and/or assigns shall have the absolute right to use experimentally or commercially the Intellectual Property or any part thereof.
- d. The employee shall at the request and expense of the Company do all things necessary or desirable to substantiate the rights of the Company as mentioned here.
- e. This provision shall not apply to any invention for which no equipment, supplies, facilities, know-how or trade secret information of the Company was used and which was developed entirely on the employee's personal time and which does not relate to the business of the Company, directly or indirectly, or the Company's actual or demonstrated anticipated research and/or development, or which does not result from the work performed by the employee for the Company.

## **5. Usage of Company E-Mail Facility**

- a. The Company maintains and provides an electronic mail (e-mail) system ("Company E-Mail System") to assist in the conduct of business within the Company. The use of the Company E-Mail System is reserved solely for the conduct of business at the Company. It may not be used for personal business including but not limited to the soliciting or proselytizing of commercial ventures, religious or political causes, outside organisations or other non-job-related solicitations.
- b. All messages composed, sent, or received on the Company E-Mail System are and remain the property of the Company. The Company reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the Company E-Mail System for any purpose.
- c. Each Party must handle e-mail as private and direct communication between the sender and the recipient. Notwithstanding the Company's right to retrieve and read any e-mail messages, such messages should be treated as confidential by other Parties and accessed only by the intended recipient. Parties are not authorised to gain access, retrieve or read any e-mail messages not intended for them unless with the permission of the recipient.
- d. The Company E-Mail System shall not be used to send or forward any information on the Company's or the Group's customer, business, operations, policies, notifications or circular intended for internal use to any party outside the Company via e-mail without the prior approval from head of department (for employees) or the Company (for contractors and others).
- e. The Company E-Mail System must not be used to create any offensive or disruptive messages i.e. any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin or disability.
- f. Any Party who discovers a violation of the e-mail usage policy shall notify his or her superior (for employees) or the Company (for contractors and others) immediately.
- g. Illegal Software – Parties are prohibited to install, load or download any illegal software into the Company's personal computers.