



mobile

**BUSINESS PARTNER  
CODE OF CONDUCT**

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### 1. Introduction

We are committed to ethical business practices and we expect our business partners to comply with the same standards. Toward this commitment, we have established company standards that include ethical business practices and regulatory compliance, including a zero-tolerance approach towards bribery and corruption. These standards apply to all our employees. Similarly, we expect our business partners to embrace this commitment to integrity by complying with this Code.

This Code applies to all our suppliers, contractors, consultants, distributors and dealers and their respective agents, representatives and sub-contractors. It also applies in our business activities and in all our dealings with external stakeholders such as our business partners. It serves as a guide to assist you to conform to the ethical business standards which we observe in all your business dealings with U Mobile Sdn Bhd and its subsidiaries (“**U Mobile**”). You must conduct yourself in a professional manner at all times and adhere to this Code while conducting business with us.

Questions with regards to this Code can be addressed to your primary contact in U Mobile.

While no code can anticipate every situation, this Code may be used as a source of practical guidance in your business dealings and activities with us.

This Code is in addition to and does not alter or reduce any obligations that may be set out in a written agreement between you and us or in any request for proposal or other tender document. This Code is not a contract or an offer to contract between you and us. If there is a conflict between this Code and any written agreement or any tender document, the applicable agreement or tender document will prevail.

U Mobile may amend this Code at any time without notice. You are encouraged to periodically review the Code on the relevant web portal to ensure you are in compliance.



### 2. Legal and Regulatory Compliance Practices

You are required to conduct your business activities in full compliance with all applicable laws and regulations. In no circumstances, are you allowed to disregard any applicable law or regulatory requirement while conducting business with us. You must: -

- comply with all applicable anti-corruption laws. Without limiting the generality, you may not make any direct or indirect payments or promises of payment to our employees or directors for the purpose of inducing the individual to use or misuse his/her position to obtain or retain business;
- comply with all applicable trade controls, as well as all applicable export, re-export, and import laws and regulations;
- comply with all applicable environmental laws and regulations;
- comply with all applicable occupational safety and health laws and regulations, including our health and safety requirements.

### 3. Employment Conditions

We expect you to conduct your employment practices in full compliance with all applicable laws and regulations, and must: -

- ensure that your employees are provided with all mandatory and adequate insurance coverage (public liability, all risk, workmen compensation) applicable to their nature of work;
- ensure that all foreign nationals employed have the necessary work permits and such other authorisations as may be required under applicable laws.

### 4. Safety and Health

You are expected to practise sound health and safety management in all aspects of business, and must:

- at all times take all possible care and precaution to ensure your employees' safety, as well as the safety of others around them and follow all established rules, procedures and guidelines laid down on safety matters. Whenever necessary, your employees are to be provided with, and instructed to use, appropriate personal protective equipment;
- ensure that your employees are provided with a healthy and safe working environment in accordance with internationally recognized standards;
- provide adequate and regular training to ensure that your employees are adequately educated on health and safety issues.



### 5. Environment

We recognize our social responsibility to protect the environment and expect that you to share your commitment in this aspect. As a part of this commitment, you must adhere to all relevant environmental laws, regulation, rules and practices and all recognised standards.

### 6. Business Practices and Ethics

#### 6.1 Conflict of Interest:

All business decisions and actions must be made with U Mobile's best interests in mind and must not be motivated by any personal considerations or relationships. As such, you must avoid the appearance of or actual improprieties or conflicts of interests. A conflict of interest arises when a person or organisation associated with you, is in a position to benefit directly or indirectly from your actions through an unfair or unintended imposition or loss on us or other party. A conflict of interest can also arise when your integrity, objectivity or fairness in conducting any business dealings with us is at risk due to a personal interest or conflicting business arrangements.

You must declare any actual, potential or perceived conflict of interest, including any actual, potential or perceived conflict of interest arising from your own employees or your own business partners. In particular during the purchasing or procurement process, any conflict of interest (or potential conflict) through relationships with people in other companies invited by U Mobile to tender for any project must be declared to U Mobile. This includes situations where you have relatives or friends working in the other companies.

A copy of the declaration form is attached as **Appendix A**.

#### 6.2 Corruption and other Prohibited Business Practices

In line with U Mobile's commitment to ethical business practices and zero tolerance approach toward bribery and corruption, we have put in place the U Mobile Anti-Corruption System ("**ACS**") to consolidate and manage elements, policies, objectives and processes in relation to bribery and corruption risks in U Mobile. You and your employees, affiliates or any other third parties or sub-contractors that has been engaged to perform services for, or provide products to, or act for or on behalf of U Mobile are required to comply with the ACS as well as any applicable laws in relation to anti-bribery and corruption.

In line with the above, it is the duty of all business partners to undertake periodic reviews and assessments to understand bribery and corruption risks of their respective company 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.

In conducting your business activities, you shall:

- comply with applicable laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices. A violation can be a serious criminal offense for all involved. A violation can result in fines and penalties for companies, and fines, penalties, and imprisonment for individuals. Accordingly, you must ensure that payments made to or on behalf of us are made only for legitimate business purposes;
- not offer, promise or give any undue advantage, favor or incentive to U Mobile's employees or directors. This applies, regardless of whether the undue advantage is offered directly or through intermediaries;
- ensure all business dealings are transparently performed and accurately reflected in your records. You are responsible for the accuracy of any information you report, data you enter, or document you generate for or regarding us. Intentionally entering or providing any false, misleading or inaccurate data in any form is prohibited. Monitoring and enforcement procedures may be implemented to ensure compliance with law.

You are required to immediately report any real or suspected bribery or corruption to U Mobile so that we are able to investigate and take appropriate action against the perpetrators. This may be done via our Whistleblowing channels, as set out in Paragraph 7 below.

Where a report is made, you must 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 your own.

You are expected to cooperate with any investigation and provide accurate and truthful information. You 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 U Mobile or law enforcement agencies who need to know in order to perform their duties.

### 6.3 Gifts, Entertainment and Expenses (Business Courtesies)

As a general rule, U Mobile practices a "**No Gift Policy**" when dealing with gifts and entertainment. As such, you are discouraged from extending gifts, entertainment or business courtesies to our employees.



However, we recognize that in certain situations, there may be a requirement to meet up for work discussions over a meal. Any gifts or entertainment extended to U Mobile employees require prior internal approval from U Mobile.

In no circumstance should any gifts or entertainment must be excessive or extravagant, and such gifts and entertainment must comply with applicable laws and must not violate the giver's and recipient's policies on the matter. It is our policy that our employees declare internally on any gifts and entertainment received.

You must ensure that you never influence, or be seen to influence our employee or any member of our employee's family by offering anything of value to obtain or retain a benefit or advantage. For example, you should not give gifts or hospitality during a tender process or when signing a new deal.

#### 6.4 Sponsorships, Donations and Political Contributions

##### Sponsorships and Donations

Save for written instructions from U Mobile, you are not permitted to make any donation or sponsorship to any third party for or on behalf of U Mobile.

##### Political Contributions

It is U Mobile's policy to not make any political contributions. You are not permitted to make any political contributions for or on behalf of U Mobile.

#### 6.5 Facilitation Payments and Dealing with Governmental Bodies

##### Facilitation Payment

You are **strictly prohibited** from making any facilitation payments for or on behalf of U Mobile. Under no circumstances shall U Mobile request its business partners to make any facilitation payment for and on behalf of U Mobile.

***"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 Governmental Bodies

All business partners are required to disclose any relationship, dealings or interactions that it has or may potentially have with any Governmental Bodies or public officials or any



involvement in a government project.

Where you are required to deal with or interact with a Governmental Body or public official on behalf of U Mobile, you are responsible for knowing and complying with all applicable laws and regulations. You are also expected to cooperate with reasonable requests for information from the Governmental Body, and to consult with the relevant divisions in U Mobile before responding to any non-routine requests.

All information provided must be correct and accurate and you must not alter or destroy any documents or records in response to an investigation or other lawful request.

For purposes of this Code, the term "**Governmental Body**" includes any department, agency, ministry, or instrumentality of a government.

### 6.6 Confidentiality

You must respect our intellectual property, trade secrets and other confidential, proprietary or sensitive information and may not use or disclose any such information except in accordance with your written agreement with us and for our benefit. Any information or data regarding our operations shall be treated by you as confidential at all times unless that information enters the public domain through no fault of yours. Your obligations with respect to our confidential or proprietary information include:

- not to disclose this information to other people within your organization except on a strict "need to know" or "need to use" basis;
- not to disclose this information to persons outside your organization;
- not to use this information for your own benefit or the benefit of any other person.

When your relationship with us has ended, all documents, records or files containing, relating to, or derived from confidential information must be returned to us or destroyed upon our request. You must maintain the confidentiality of information even after your relationship with us ends.

### 6.7 Protection and Proper Use of U Mobile Assets

You must protect, preserve and return upon request, all material, supplies, equipment and intellectual property and technology provided to you in connection with your work with us. All such assets, including drawings, material and know-how shall be used only for the purposes specified in your written agreement with us.

Any document, any concept and any information that we communicate to you remains





our intellectual property and shall not be copied or handed over to a third party unless we have given our prior written consent.

### 6.8 Privacy

You are required to comply with privacy and information security laws and regulatory requirements such as the Personal Data Protection Act 2010, when personal information is collected, stored, processed, transmitted, and shared. Your obligations include:-

- ensuring that neither you or your employees disclose any personal information to any third party without the authorisation of the owner of the personal information;
- deploying technical and organizational measures to ensure compliance with all applicable privacy laws and regulations and to inform us if any of the measures are breached;
- conducting yourself in such manner so as not to cause us to breach such laws and regulatory requirements;
- returning all personal information when our written agreement with you expires or is terminated;
- allowing us to conduct an audit of your technical and organizational measures if we so require;
- not transferring any personal information outside of Malaysia without our prior written consent.

### 7. Reporting

If you become aware of any infringement of laws, regulations or this Code, you shall report via our Whistleblowing channels as follows: -

**1. By Mail:**

U Mobile Sdn Bhd  
Internal Audit Department  
Lot 11.01, Level 11, East,  
Berjaya Times Square,  
1, Jalan Imbi,  
55100 Kuala Lumpur,  
Malaysia

**2. By E-mail:** [whistleblower\\_um@u.com.my](mailto:whistleblower_um@u.com.my)

**3. On-line submission through the form at U Mobile's corporate website**



## BUSINESS PARTNER CODE OF CONDUCT

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Reports may be made anonymously. Reported infringement or suspected infringement will be handled confidentially to the extent legally permissible. U Mobile does not allow reprisals of any kind against those who, in good faith, report an infringement or suspicion of an infringement of this Code. Further details may be found in our Whistleblower Policy at U Mobile's corporate website.

We may take all action we consider appropriate to investigate any reported infringement or suspected infringement. If an infringement has occurred after due investigation and inquiry, we may (in addition to all other legal and contractual rights) take such corrective or preventive actions as we deem appropriate including terminating any relationship with you and precluding you or your directors from tendering for any work for a specified period or permanently without any liability to you.

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**Appendix A  
Declaration of Conflict of Interest**

To : [     ]

**Declaration of Interest**

I, an authorized representative of the business partner named below understand that a conflict of interest arises when a business partner, or a person or organisation associated with the business partner, is in a position to benefit directly or indirectly from actions of the business partner through an unfair or unintended imposition or loss on U Mobile or other party

I would like to declare the following existing/potential/perceived conflict of interest situation arising from the discharge of my/business partner responsibilities as U Mobile’s business partner:-

(a) Any relationship, affiliation or dealings with any Governmental Bodies:

\_\_\_\_\_  
\_\_\_\_\_

(b) Persons/companies with whom/which I/business partner have official dealings and/or private interests :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Brief description of my/business partner’s duties which involved the persons/companies mentioned in item (a) and (b) above

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....  
Signature of authorized representative of business partner  
Name :  
NRIC No.:  
Position:



## BUSINESS PARTNER CODE OF CONDUCT

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Date:

Vendor Name:

Vendor Company Stamp :