

Code of Conduct and Ethics for Third Parties

THIS CODE APPLIES TO:

- MST Golf Group Berhad
(Registration No.: 199301009307 (264044-M))
- MST Golf Sdn Bhd
(Registration No.: 198901011987 (189294-P))
- MST Golf Management Sdn Bhd
(Registration No.: 200101013452 (549209-A))
- MST Golf Arena Sdn Bhd
(Registration No.: 199801015399 (471528-D))
- MST Golf (Singapore) Pte Ltd
(Registration No.: 200002124N)
- Unless otherwise specified, any other companies that may become subsidiaries of MST Golf Group Berhad after the effective date of this document.

ADOPTION & REVISION HISTORY:

Rev.	Effective Date	Description	Approved by
0	15 April 2023	Formal Adoption	Executive Directors
1	1 Sep 2023	a) Change "Vendor" to "Third Party" so the code can be used for third parties other than vendors e.g. business partners. b) Change document reference from "COCEV" to "COCETP".	Executive Directors

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1. INTRODUCTION

- 1.1. MST Golf Group Berhad ("Company") and its subsidiaries as listed in the cover page of this document (collectively including the Company, "Group") are committed to conducting their businesses in an environmentally, socially, and economically sustainable manner while practicing good governance to balance the interests of all stakeholders.
- 1.2. In line with the above commitment, the Group encourages ethical, professional and responsible business operations among its vendors and business partners ("Vendors" and "Partners" respectively; collectively "Third Parties"). To this end, the Group adopts this Code of Conduct and Ethics for Third Parties ("Code") to provide a framework to guide actions and behaviours of Third Parties towards good ethics and professionalism.
- 1.3. The Group understands, and indeed encourages, that Third Parties may have their own similar codes of conduct and ethics, in which case the Group is prepared to cooperate with such Third Parties to jointly observe each other's codes of conducts and ethics so long as they are bona fide codes for good ethics, professionalism and sustainability.
- 1.4. This Code shall not be taken as exhaustive. Third Parties must exercise judgment in applying this Code to any context and situation, including those that are not explicitly prescribed in this Code.
- 1.5. This Code should be read in conjunction with all relevant laws, regulations, and best practices.

2. DEFINITION OF VENDORS AND BUSINESS PARTNERS

- 2.1. For the purpose of this Code, "Vendors" shall mean any individual or organisation that are directly engaged by the Group to provide goods and/or services to the Group, regardless of whether they have signed any formal agreement with or have received any formal orders from the Group.
- 2.2. Vendors include (but are not limited to) the following:
 - 2.2.1. Brands and suppliers
 - 2.2.2. Contractors
 - 2.2.3. Consultants
 - 2.2.4. Agents
 - 2.2.5. Advisors
 - 2.2.6. Professional service providers
- 2.3. For the purpose of this Code, "Partners" shall mean any individual or organisation with whom the Group collaborates or forms an alliance on a business-to-business basis for a common purpose, regardless of whether they have signed any formal agreement with the Group.

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- 2.4. Where a Third Party is an organisation, this Code shall apply to all its shareholders, employees, agents, and any other such representatives that may act on behalf of the Third Party.

3. RESPONSIBILITIES

- 3.1. It is the responsibility of every Third Party to:
- 3.1.1. Observe the Code; and
 - 3.1.2. Report any actual, suspected, or potential violations of the Code to the Group via an appropriate channel such as the Group's whistleblowing channel provided under the Group's whistleblowing policy (see section titled "Whistleblowing" for more details).

4. COMPLIANCE

- 4.1. Third Parties, in the course of their engagement with the Group, shall comply with this Code and all applicable laws, rules and regulations, in addition to the terms and conditions set out in their contracts or agreement with the Group.
- 4.2. No employee of the Group has the authority to make exceptions or grant waivers to Third Parties with respect to this Code without prior and expressed approval from the Executive Directors of the Group ("Executive Directors").

5. CONFIDENTIALITY

- 5.1. Third Parties shall not, except as expressly authorized or required by the Group duties, reveal to any parties any trade secrets, confidential operations, processes of finance, transactions, or affairs of the Group, its customers, clients, and/or vendors, which they may obtain or possess during their engagement with the Group.
- 5.2. Third Parties shall not, without the consent from the Group, retain official documents or make copies of them for their personal use. This includes all official documents, e-mails, data, photos, drawings, and other published or printed information.
- 5.3. Third Parties shall keep with complete secrecy all confidential information entrusted to them and shall not use any such information in any manner which may harm or diminish the Group's interests either directly or indirectly.
- 5.4. Third Parties shall not allow any unauthorised access into the Group's systems, documents, data, information, or files, whether electronic or physical copies, without prior expressed consent from the relevant authority within the Group.

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- 5.5. The above restrictions shall continue to apply after termination of the Third Party's contract or agreement with the Group, without limit in point of time but cease to apply when such information or knowledge has entered public domain.

6. CONFLICT OF INTEREST

- 6.1. Conflict of interest arise when a Third Party's personal interests or the interests of his/her/its associated persons, businesses, companies or other organisation, compete or conflict with the interests of the Group. A Third Party can be regarded as having a conflict of interest if the businesses, companies or other organisations, with which he/she/it is associated, derive or may derive any kind of benefits, financial or otherwise, from his/her/its association with the Group.
- 6.2. Third Parties shall not enter into a relationship that may result in conflict of interest, unless prior approval has been obtained from the Group, in which case, such Third Parties shall, if so directed by the Group, abstain from all decision making where the Third Party is no longer unbiased due to the relationship.
- 6.3. Third Parties shall promptly disclose to the Group any actual or potential, and direct or indirect, conflict of interest prior to their engagement with the Group and if they arise during their engagement with the Group.

7. ANTI-BRIBERY AND CORRUPTION

- 7.1. The Group strictly prohibits bribes and corrupt practices and has a zero-tolerance stance against all forms of bribery and corruption.
- 7.2. Third Parties shall comply with all relevant and latest laws and regulations against bribery and corruption, including but not limited to the Malaysian Anti-Corruption Commission Act 2009 and the Prevention of Corruption Act 1960 of Singapore.
- 7.3. In compliance with the Group's anti-bribery and corruption policy, the Third Parties:
- 7.3.1. Shall not commit or engage in any act of bribery or corruption, and agrees to report any actual, suspected or potential bribery or corruption involving the Group and its associated persons (as defined under The Malaysian Anti-Corruption Commission Act 2009 ("MACC Act").
 - 7.3.2. Should exercise caution in their personal relationships with customers, suppliers, competitors or businesses introduced or affiliated with a customer or supplier. This is to ensure there is no involvement of obligations that may prejudice or influence the business relationship or result in any conflict with their duties.
 - 7.3.3. Shall avoid any situation or activity that compromises, or may compromise, their judgement or ability to act in the best interest of the Group and to avoid being in a position where their personal interests are in conflict (or could be in conflict) with the interests or business of the Group.

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- 7.3.4. Should not accept gifts, entertainment, hospitality, and travel (“GEHT”) from or give GEHT to other parties if it is made with the intention of influencing decisions to obtain or retain business, or in exchange for gratifications. In addition, lavish or unreasonable GEHT should not be accepted nor given as such GEHT may be or be perceived as attempts to obtain gratifications. To avoid the perception of improper influence on the decision making of the recipient, the intention behind the GEHT should always be considered.
- 7.3.5. Shall not give or receive GEHT on behalf of the Group. Any GEHT given or received by the Third Parties shall not in any manner be deemed under the instruction or in favour of the Group.
- 7.4. The Group’s anti-bribery and corruption policy does not prohibit normal business hospitality, so long as it is reasonable, appropriate, modest and bona fide corporate hospitality. Some examples of acceptable gifts and/or benefits are as follows:
 - 7.4.1. Token gifts offered in business situations or to all participants and attendees for example, work related seminars, conferences, trade and business events;
 - 7.4.2. Gifts presented at work-related conferences, seminars and/or business events;
 - 7.4.3. Gifts given in gratitude for hosting business events, conferences and/or seminars;
 - 7.4.4. Refreshments or meals during meetings or as participants of work-related conferences and/or seminars; and
 - 7.4.5. Meals for business purposes.
- 7.5. If a Third Party has reasons to believe or suspect that an instance of bribery or corruption has occurred or will occur in the future, he/she/it must report it to MST Golf via an appropriate reporting channel such as the whistleblowing channel stipulated below.
- 7.6. For further details, refer to the Group’s Anti-Bribery & Corruption Policy.

8. PERSONAL DATA PROTECTION

- 8.1. In the course of their engagement with the Group, Third Parties may come into possession or access to various personal data of the Group’s stakeholders such as its employees, customers and other vendors. Third Parties shall treat all such personal data with prudence and in accordance with the relevant laws for the protection of personal data.
- 8.2. Third Parties shall ensure that the personal data in its possession or control remains or is otherwise accurate, not misleading, updated and complete in all aspects.
- 8.3. Third Parties shall ensure that where a third party is providing personal data for the Third Party’s use as part of its engagement with the Group, they have obtained the requisite consent from such third party to use or distribute the personal data to the Group.

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- 8.4. Third Parties shall protect the personal data in its control or possession by making sufficient and reasonable security arrangements to prevent:
- 8.4.1. any unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of personal data, or other similar risks; and
 - 8.4.2. the loss of any storage medium or device on which personal data is stored.
- 8.5. Third Parties are bound by and shall comply with confidentiality obligations and have access to personal data only on a need-to-know basis and to the extent necessary to carry out the applicable purpose and perform their tasks.
- 8.6. By signing the contract or agreement with the Group, the Third Parties shall be deemed to have expressly consented to the collection, processing, usage, retention and transfer of his/her/its personal data by the Group in accordance with the Group's Personal Data Protection Policy.
- 8.7. Third Parties shall refer to Group's Personal Data Protection Policy for further details including the following:
- 8.7.1. The type of personal data that the Group may collect;
 - 8.7.2. Why the personal data is collected;
 - 8.7.3. How the personal data is collected;
 - 8.7.4. The parties with whom the Group shares or discloses the personal data;
 - 8.7.5. Transfer of personal data outside of Malaysia or Singapore (as the case may be);
 - 8.7.6. The choices the Group offers its stakeholders with regards to personal data;
 - 8.7.7. Responsibilities regarding personal data; and
 - 8.7.8. Retention period of personal data.

9. INTELLECTUAL PROPERTY PROTECTION

- 9.1. Third Parties are responsible to protect the intellectual properties of the Group from infringement.
- 9.2. The term "intellectual properties" include trademarks, service marks, trade dresses, trade secrets, inventions, technologies (such as computer software, systems and knowhow), processes, business information, and all patented as well as copyrighted works.
- 9.3. Unless otherwise agreed expressly by the Group in writing, the ownership of all intellectual properties created by Third Parties as part of their engaged services to the Group shall automatically vest in the Group.

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- 9.4. The Group's intellectual properties shall only be disclosed or disseminated on a "need to know" basis to allow the recipients to perform specific duties or services that he/she/they are contracted to perform for the Group. Such disclosure or dissemination shall only take place after a confidentiality agreement has been entered into with the would-be recipient.
- 9.5. Third Parties shall respect and observe the intellectual property rights of others. Third Parties shall avoid infringing pre-existing patents, trademarks, or copyrights conduct while performing duties under his/her/its engagement with the Group.
- 9.6. For further details, refer to the Group's Intellectual Property Protection Policy.

10. LAWFUL EMPLOYMENT OF LABOUR

- 10.1. The Group aims to eliminate and prevent the use of illegal workers, illegal child labour and forced labour within its own organisations as well as its supply chain in line with the relevant laws and regulations governing labour employment, children and young persons' rights and employment as well as forced labour.
- 10.2. Illegal workers are workers that do not have the documents, approvals or permits as required by the relevant laws and regulations governing labour employment to carry out the work for which they are hired to do.
- 10.3. Child labour and forced labour include slavery and abduction, misuse of public and prison works, forced recruitment, debt bondage and domestic workers under forced labour situations, child labour and internal or international trafficking.
- 10.4. Third Parties shall ensure that they do not hire illegal workers, practice illegal child labour or forced labour, and comply with the local and international laws and regulations governing labour employment, children and young persons' rights and employment as well as forced labour.
- 10.5. In doing so, Third Parties shall ensure that all its employees work voluntarily, are not intimidated or threatened to forced employment, and retain their rights and privileges at all times from recruitment stage until terminated of employment.
- 10.6. Third Parties shall also ensure that if they use the labour of children and young persons, such labours are in strict compliance with the local and international laws and regulations governing children and young persons' rights and employment.
- 10.7. A violation of this Code provision is considered a serious breach of contract or agreement with the Group that shall subject such contract or agreement to immediate termination, unless the Third Party takes immediate remedial actions.

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11. EQUAL OPPORTUNITIES

- 11.1. The Group supports the principle of meritocracy, fairness and non-discrimination, and aims to treat individuals with dignity and respect, free from unlawful and unethical discrimination. In particular, it aims not to discriminate on gender, race or ethnic origin, disability, sexual orientation, age, or faith; but to build a global and able workforce that is based on meritocracy.
- 11.2. In the conduct of its business, Third Parties shall:
- 11.2.1. Comply with all legislations dealing with discrimination and promotion of equality, and other applicable requirements to which the Third Party may subscribe; and
 - 11.2.2. Establish and maintain a working environment, terms and conditions of employment, practices and procedures which ensure all existing and prospective employees are treated equally and fairly.

12. SEXUAL HARASSMENT

- 12.1. "Sexual harassment" shall mean (as per Malaysia' Anti-Sexual Harassment Act 2021) any unwanted conduct of a sexual nature, in any form, whether verbal, non-verbal, visual, gestural or physical, directed at a person which is reasonably offensive or humiliating or is a threat to his/her well-being.
- 12.2. The Group aims to provide and promote a work environment that is free of sexual harassment, where the Group's stakeholders (including Third Parties) are prohibited from committing any form of sexual harassment, including but not limited verbal harassment, gestural harassment, visual harassment, psychological harassment, and physical harassment.
- 12.3. A Third Party is considered to have violated this Code if he/she commits an act of sexual harassment, regardless of;
- 12.3.1. The time, place and manner in which it occurred;
 - 12.3.2. The sex and gender of the victim and offender (i.e. a victim can be of any sex and gender, and can lodge a report against an offender of any sex and gender); and
 - 12.3.3. The organisational positions of the victim and offender (e.g. an employee can lodge a report against his/her superior and vice versa).

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13. WORKPLACE SECURITY, SAFETY AND HEALTH

- 13.1. The Group makes every effort to provide secure, safe and healthy working environment, and the Group requires the full cooperation of all Third Parties in this regard. Should a Third Party identify or notice anything that could be a source of danger within the Group's premises, or witnessed unsafe behaviours of the Group's personnel, he/she/it should inform the Group's management immediately.
- 13.2. Where the Group provides access cards to Third Parties, Third Parties are required to wear such access cards at all times within the Group's premises, and keep such access cards safe and secure. Any loss of access cards must be reported to the Group immediately. All such access cards are properties of the Group and shall be returned to the Group upon completion of services or termination of contract / agreement.
- 13.3. The Group's security guards or any authorised persons may at any time conduct checks on any Third Party's parcel, container or personal belongings that he/she/it carries into or out of the Group's premises (including work sites, offices and outlets).
- 13.4. Safety is everyone's responsibility. Third Parties can help prevent accidents by practicing safe, healthy and ergonomic habits, including adhering strictly with the safety and health rules at the workplace.

14. ENVIRONMENTAL, SOCIAL AND ECONOMICAL SUSTAINABILITY

- 14.1. The Group encourages Third Parties to join the Group's commitment to become sustainable organisations that balance the needs of the environment, people, and business.
- 14.2. The Group's sustainability objectives are embodied in the Group's sustainability taglines as follows:
- 14.2.1. **Better Business**
The Group aims to provide balanced value to its stakeholders, to operate with accountability, fairness and integrity, and to provide assurance as such to the stakeholders.
- 14.2.2. **Better Environment**
The Group aims to eliminate or minimise the environmental impact of its operations and promote environmental awareness and initiatives among stakeholders.
- 14.2.3. **Better People**
The Group aims to give back to its community and help to improve the livelihood and wellbeing of its stakeholders.

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- 14.3. To achieve the above objectives, the Group may invite Third Parties to participate in certain environmental, social and other sustainability initiatives from time to time. Indeed, the endorsement of this Code constitutes a significant step towards sustainable business for both the Third Party and the Group.

15. WHISTLEBLOWING

- 15.1. The Group encourages all Third Parties to raise genuine concerns via appropriate methods about suspected or possible violations of the Code, improprieties in matters of financial reporting, non-compliance with laws and regulations, non-compliance with the Group's policies and procedures and any other improper conduct or malpractices within the Group.
- 15.2. One appropriate method to raise such concerns is via the Group's whistleblowing channel. Third Parties who wish to report concerns via the whistleblowing channel may do the following:
- 15.2.1. Clearly write or type the complete details of the concern, or properly fill in the Whistleblower Form provided in the Group's whistleblowing policy.
 - 15.2.2. Attach supporting documents with the write up or Whistleblower form.
 - 15.2.3. Email the write-up or Whistleblower form and supporting documents to whistleblowing@mstgolf.com.
- 15.3. Whistleblowers may choose to remain anonymous. However, whistleblowers are encouraged to disclose their identity to ease further investigation. Whistleblowers' identities will not be disclosed without prior consent, unless required by law. The Group undertakes to treat all allegations in a confidential and sensitive manner and to protect the identity of the Whistleblower.
- 15.4. The Group assures that the Whistleblower shall be protected against reprisals or retaliation, provided that the report is made in good faith and the Whistleblower has reasonable grounds and does not provide false or misleading information knowingly, negligently or recklessly in the report.
- 15.5. For more details, refer to the Group's Whistleblowing Policy.

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