

### THIS POLICY 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)



### ADOPTION & REVISION HISTORY:

Rev.	Effective Date	Description	Approved by
0	1 Feb 2023	Formal Adoption	Board of Directors

(SEE NEXT PAGE FOR POLICY)



#### 1. OBJECTIVE

- 1.1. MST Golf Group Berhad ("Company") and its subsidiaries listed in the cover page of this document (collectively including the Company, "Group") is committed to conducting business with due respect and observance to intellectual property rights of all parties.
- 1.2. The Group adopts this Intellectual Property Protection Policy ("Policy") to help preserve the Company's practice and reputation as a fair competitor, ensure the integrity of the competitive marketplace in intellectual property, and comply with the laws regulating intellectual property and industrial espionage.

#### 2. STRATEGIES

- 2.1. The following are strategies undertaken by the Group to achieve the abovementioned objective.
  - 2.1.1. Protect the Group's own intellectual properties.
  - 2.1.2. Respect and observe the intellectual property rights of others, such as the Group's suppliers, contractors, consultants, agents, clients, business partners, competitors, original equipment manufacturers and other independent service organizations.

#### 3. **DEFINITION OF INTELLECTUAL PROPERTIES**

3.1. 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.

### 4. PROTECT THE GROUP'S OWN INTELLECTUAL PROPERTIES

- 4.1. The Group is committed to protecting its own intellectual properties from infringement by others. The Group's intellectual properties are available at the Group's disposal because of significant investments of time and funds by the Group. If such intellectual properties are not properly protected, they become available to others who have not made similar investments. This would cause the Group to lose its competitive advantage and compromise its ability to provide unique services to its clients.
- 4.2. The Group's directors ("Directors") and employees ("Employees") are responsible to protect the Group's intellectual properties.
- 4.3. Directors shall inform the Group's board of directors ("Board"), and Employees shall inform their line manager (who shall then escalate the matter to the Group's corporate affairs department), if any work is likely to generate intellectual property rights that the Group may own or have an interest to pursue.



- 4.4. Parties providing services for or acting on behalf of the Group such as consultants, contractors, professionals, agents and other service providers may gain access to the Group's intellectual properties during or as a part of their appointment with the Group. Such parties shall not infringe the Group's intellectual property rights and take all necessary steps to prevent the Group's intellectual properties to which they have access from being exposed to infringement.
- 4.5. Unless otherwise agreed expressly by the Group in writing, the ownership of all intellectual properties created by Directors, Employees, consultants, professionals, service providers, contractors, and other agents of the Group during or as part of their services under their employment or appointment with the Group shall automatically vest in the Group, notwithstanding any rule of law or equity to the contrary.
- 4.6. 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, in which he/she/they expressly undertake(s) to abide by the Group's intellectual property rights.

#### 5. RESPECT AND OBSERVE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS

- 5.1. The Group is also committed to respecting and observing the intellectual property rights of others. Directors, Employees, and parties providing services for or acting on behalf of the Group shall conduct or engage an able party to conduct searches for pre-existing patents, trademarks, or copyrights to avoid infringing conduct.
- 5.2. While administering duties and obligations to the Group, Directors, Employees, and parties providing services for or acting on behalf of the Group shall use legal and ethical resources to prevent the tainting of the Group's reputation and operations with intellectual property infringement.

#### 6. **VIOLATION OF POLICY**

- 6.1. Parties found violating this Policy may be subject to one or more of the following actions, where relevant.
  - **6.1.1.** (For Directors and Employees) Disciplinary actions up to the termination of his/her appointment or employment.
  - 6.1.2. (For other parties providing products or services to the Group) Penalties up to termination of contract/agreement with the Group;
  - 6.1.3. (For all parties) Requirement to compensate for the resulting damages suffered by the Group, within the boundaries of laws regulating intellectual property rights; and
  - **6.1.4.** (For all parties) Legal actions in accordance with the laws regulating intellectual property rights.



### 7. EFFECTIVENESS AND REVIEW OF POLICY

- 7.1. The effectiveness of this policy is to be reviewed via internal audits.
- 7.2. This Policy is subject to periodic review and any amendment shall only be made with the approval of the Board.

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