



GENTING BERHAD

**Code of Business Conduct
for Third Parties**



Introduction

- 1.1 The Genting Group is committed to conducting its business professionally, ethically and with the highest standard of integrity. The Group practices a zero-tolerance approach against all forms of bribery and corruption, and upholds all applicable laws in relation to anti-bribery and corruption.

Scope of this Code

- 2.1 This Code of Business Conduct for Third Parties ("**Code**") shall apply to all suppliers, service providers, vendors, contractors, consultants and agents ("**Third Parties**") who provide work, products, goods, equipment, materials or services or act for or on behalf of Genting Berhad ("**Company**"), including but not limited to their employees, affiliates or any other third parties or sub-contractors that has been engaged by the Third Parties to perform services for, or provide products to, or act for or on behalf of the Company (collectively, "**Personnel**").
- 2.2 This Code shall also apply to all Third Parties and their Personnel who provide work, goods or services or act for or on behalf of subsidiaries of the Company (and with respect to each subsidiary, all references in this Code to the Company shall mean the subsidiary), except any listed subsidiaries that have their own code of conduct and ethics for third party suppliers and service providers, in which case such Third Party and their Personnel shall comply with the code of conduct and ethics implemented by the relevant listed subsidiary.
- 2.3 This Code is intended to supplement and should be read in line with any existing codes relevant to Third Parties.
- 2.4 Third Parties and their Personnel have a continuing obligation to familiarise themselves with applicable laws relating to their job responsibilities.

Company Assets

- 3.1 You must protect the Company assets provided to you by the Company from any loss, damage, misuse, illegal use or theft. Company assets will include with limitation the following: products and services, vehicles, access and/or security cards, equipment and facilities.
- 3.2 You must only use Company assets for official business purposes relating to the Company and to further the business interest of the Company. Usage for any other purposes must be approved by the Company.
- 3.3 You must not use the Company assets for personal reasons and must not remove any Company assets from the Company's premises, unless it is for business purposes relating to the Company and provided for under the Company's contract with you.
- 3.4 Any assets and property that have been removed from the Company's premises with prior authorization must be returned promptly.
- 3.5 You must only use software that is developed or owned by you or is licensed to you on Company assets.



- 3.6 You must not:
- (a) copy proprietary software belonging to the Company into other devices without the Company's written approval; and
 - (b) install unauthorised software or download non work-related materials on Company assets.

Company information

- 4.1 Company information refers to any and all information which is provided to you by or on behalf of the Company or is obtained by you pursuant to your relationship with the Company. For example, this will include without limitation any corporate, business, financial, marketing, operational, employees, customers, vendors, suppliers and customer information belonging to the Company and intellectual properties belonging to or controlled by the Company, such as copyright and moral right, trade mark and service mark, trade dress, industrial designs, patents, trade secret, know how, methodology, technology and software.
- 4.2 Company information is confidential information, regardless of its form and method of communication as well as whether or not such information is marked as "Confidential".
- 4.3 You must keep Company information secure and provide only limited access to the Company information to those who need to know Company information in order to execute their job functions.
- 4.4 You must use Company information strictly for business purposes with the Company, and in the best interest of the Company. You must not disclose Company information to any unauthorised third party without the Company's written consent unless disclosure is required by law, and not use the Company information for personal gain.
- 4.5 You must not remove storage device containing Company information or licensed or copyrighted software from any location without the express authorisation of the Company.
- 4.6 Your confidentiality obligation will continue notwithstanding the termination or expiry of your contract with the Company.
- 4.7 In the event of a conflict between the confidentiality obligations under any written agreement between the Company and yourself and the confidentiality obligations under this Code, the confidentiality obligations under the written agreement shall prevail.

Other information

- 5.1 All information provided by you to the Company must be true, accurate and complete. In particular, financial records and accounts must accurately reflect all transactions and payments made, and conform to proper internal controls and mandatory accounting principles.
- 5.2 You must process all documentation and records relating to your relationship with the Company in accordance with relevant document retention policies, applicable laws and all requirements imposed by the Company.



Customers

Integrity and professionalism

- 6.1 You must ensure that the content of any marketing or advertising materials relating to the Company or its affiliates are accurate and true and not misleading, false or omit important facts.
- 6.2 You must comply with all quality and safety requirements imposed by law, any regulatory bodies or the Company.
- 6.3 In any interaction and dealings with customer for or on behalf of the Company, you must maintain the highest ethical and business standard and you must conduct yourself with professionalism.

Media

- 7.1 If you receive any queries from the media or other third parties relating to the Company, you should contact the Company and obtain the Company's approval before providing any information to the media or such third party, which includes any financial analysts and shareholders.

Protecting the Company's Reputation

- 8.1 The Company will not engage in any work or relationship that will or likely will bring harm to its reputation.
- 8.2 In line with this, the Company will not do business with any party who intentionally or continuously breach any applicable laws, and the Company will not require you to perform any act which is prohibited by any applicable laws or this Code.

Conflict of Interest

- 9.1 Your business decisions and actions must be made with the Company's best interest in mind and must not be motivated by your personal considerations or relationships. You must declare to the Company any conflict of interest or potential conflict of interest.

Health, Safety and Environment ("HSE")

- 10.1 Safety is everyone's responsibility. You must ensure a safe and healthy environment for everyone including the public and comply with all related laws, the Company's policy, systems and processes that govern HSE.
- 10.2 In providing work, goods or services to the Company, you must:
 - (a) comply with all relevant Company policies and procedures relating to HSE; and
 - (b) attend any of the Company's HSE awareness briefing, if requested by the Company.



Anti-bribery and corruption

- 11.1 The Company is committed to conducting its business professionally, ethically and with the highest standard of integrity. The Company practices a zero-tolerance approach against all forms of bribery and corruption, and upholds all applicable laws in relation to anti-bribery and corruption.
- 11.2 In line with the Company's policy against bribery and corruption, the Company has put in place the Anti-Bribery and Corruption System ("**ABCS**") to consolidate and manage elements, policies, objectives and processes in relation to bribery and corruption risks in the Company. As the Company's supplier and/or service provider, you are expected to comply with the ABCS when providing such work, goods or services, or when you act for and/or on behalf of the Company.
- 11.3 You are required to undertake periodic assessment on corruption risk and to implement and maintain procedures which are compliant with Anti-Corruption Laws to address such risks.
- 11.4 When conducting business with, or for or on behalf of the Company, you are required to:
- (a) comply and ensure that your Personnel are aware of and will comply with all provisions set out in this Code and under any applicable anti-corruption laws ("**Anti-Corruption Laws**");
 - (b) behave and act transparently, professionally and ethically in accordance with this Code;
 - (c) conduct all necessary due diligence prior to engaging with any other third parties where services of such third parties are necessary to conduct business with, or for or on behalf of the Company; and
 - (d) maintain accurate books and records relating to the Company's business.
- 11.5 This Code specifically prohibits all Third Parties and their Personnel from engaging in any corrupt activity and directly or indirectly offering, promising, providing, or authorizing anyone to provide any Gratification to a Government Official or any private individual or entity for the purpose of obtaining or retaining any improper advantage. "Gratification" and "Government Official" are defined in Appendix 1.
- 11.6 You must ensure that:
- (a) all your dealings with Government Officials on behalf of the Company are compliant with all applicable laws and regulations;
 - (b) you cooperate with reasonable requests for information from government agencies and regulatory authorities, and to consult with the Company before responding to any request. All such information must be truthful and accurate; and
 - (c) you must not alter or destroy any documents or records in response to any investigation or other lawful request.
- 11.7 The Company will not authorize or tolerate any business practice that does not comply with this Code or any Anti-Corruption Laws. Therefore, all Third Parties are required to review their respective business practices on a regular basis and, if inconsistent with this Code, the ABCS



and/or any Anti-Corruption Laws in any way, bring it to the attention of the Company and make the appropriate practice adjustments to ensure compliance.

- 11.8 You must promptly report any real or suspected bribery or corruption to the Company's whistleblowing channel and the Company will conduct investigation and take further action as appropriate. You are discouraged from discussing or investigating the matter. You must also cooperate with any investigation and provide accurate and truthful information. All information relating to any such investigation are confidential and you must not disclose any information to any other person without the consent of the Company, unless if required by law.

Gifts, Hospitality, Entertainment, Donation and Sponsorship, and Political Contributions

12.1 Gifts

No gift can be offered and/or received in return for any business advantage or disguised as a bribe.

12.2 Hospitality and Entertainment

The Company also recognises that it is a common practice to provide modest hospitality and entertainment to build and foster business relationships. However, all hospitality and/or entertainment, if received, must be unsolicited and must not be perceived as a form of bribery.

12.3 Donations and Sponsorships

The Company recognises that providing donations and sponsorships can pose a bribery risk as it involves payments to a third party without tangible return. You are not permitted to make any donation or sponsorship to any third party on behalf of the Company.

12.4 Political Contribution

You are not permitted to make any political contribution on behalf of the Company.

Facilitation Payment and/or Extortion Payment

- 13.1 The Company strictly prohibits accepting or giving, whether directly or indirectly, any facilitation payments or extortion payments.

- 13.2 "Facilitation payment" is an illegal or unofficial payment made in return for services which the payer is legally entitled to receive without making such payment.

- 13.3 Extortion is the demanding of a gratification, whether or not coupled with a threat if the demand is refused.

Fraud

- 14.1 You have the responsibility to recognise and report any fraud, falsification of records or other irregularities.



- 14.2 Examples of irregularities include forgery or improper alteration to any documents; misappropriation, destruction or disappearance of funds, inventory, supplies or such other assets (tangible or otherwise); and improper handling or reporting of financial transactions; or false or misleading reports.
- 14.3 You must promptly report any real or suspect irregularity or fraud to the Company's whistleblowing channel and the Company will conduct investigation and take further action as appropriate. You are discouraged from discussing or investigating the matter. You must also cooperate with any investigation and provide accurate and truthful information. All information relating to any such investigation are confidential and you must not disclose any information to any other person without the consent of the Company, unless if required by law.

Whistleblower

- 15.1 The Company has put in place a Whistleblower Policy, which can be found at the Company's corporate website, www.genting.com.
- 15.2 The policy sets out procedures which enables Third Parties to raise genuine concerns regarding actual or suspected unethical, unlawful, illegal, wrongful or other improper conduct and also sets out the process for managing any action, intimidation or harassment against a whistleblower.

Non-Compliance with this Code

- 16.1 Any violations and/or non-compliance with this Code shall be taken seriously and may result in, among others, termination of the Company's contract with the Third Parties. Additionally, Third Parties are subject to loss of access privileges, unsatisfactory performance evaluation, sanction, accountability in a court of law, civil, and criminal prosecution.
- 16.2 In the event of termination for violation and/or non-compliance with this Code or any Anti-Corruption Laws, you shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and you shall be liable for damages or remedies as provided by law and/or under any contract.

Effective Date : 1 June 2020



APPENDIX 1: GLOSSARY

- "Gratification"** : includes but is not limited to:
- (a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;
 - (b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
 - (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
 - (d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
 - (e) any forbearance to demand any money or money's worth or valuable thing;
 - (f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; or
 - (g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f);
- "Government Officials"** : means:
- (a) Any officer or employee, appointed or elected, of a local, state, regional, federal, or multi-national government or any department, agency, or ministry of a government;
 - (b) Any individual who, although temporarily or without payment, holds a public position, employment or function;
 - (c) Any individual acting in an official capacity for or on behalf of a government agency, department, ministry, or public international organization;
 - (d) A political party, political party official, or any candidate for political office;
 - (e) Any officer or employee of a state-owned or state-controlled entity,



as well as entities that perform a government function (such as air or seaport, utility, energy, water, or power); or

- (f) Any member of a royal family (note that such individuals may lack formal authority but may otherwise be influential in advancing the Company's business interests either through partially owning or managing state-owned or state-controlled companies).

Note: Family members of any of the individuals listed above may also qualify as Government Officials if the Third-Party or their Personnel's interactions with them are intended or have the effect of conferring Gratification on a Government Official.