

GUIDANCE NOTES

Disclosure

The Company wishes to ensure the protection of its legitimate interests whilst imposing minimum limitation on the freedom of action of its employees. However, where a situation exists which involves or appears to involve a conflict of interest, it must be clarified. Accordingly, such disclosure must be made on the Declaration Form.

For this Declaration Form, the following definitions shall apply.

- i) **Pecuniary Interest:** Anything of monetary value, including but not limited to:
 - Salary or payment for services (for example: consulting fees);
 - Equity interests (for example: shares, share options and other ownership interests);
 - Gifts;
 - Allowances, forgiveness of debts, interests in real estate, or personal property, dividends, rents, capital gains; and
 - Intellectual property rights (for example: patents, copyrights and royalties from these rights).
- ii) **Personal Interest:** A staff or a Board member has a personal interest in a matter if his or her spouse or partner, or other person in his or her family, or person with whom there is a close relationship, could be advantaged by any decision that he or she either can make, does make, or can influence. This includes, but is not limited to, initiation or participation directly or indirectly in decisions that provided a direct benefit (e.g. hiring, merit increases, work assignments, performance appraisals, etc.) to persons related to the staff or Board member by blood, marriage, or civil union, or members of the same household of his/hers.
- iii) **Business Interest:** A staff or a Board member will have a business interest in an enterprise seeking to do business with the Company or any other companies within UEM Group Berhad if he or she:
 - Is a director of the enterprise;
 - Is an owner of, or partner in the enterprise;
 - Has a close personal or familial relationship with a person who is an owner or partner, or a shareholder in the enterprise.
- iv) **Actual conflict of interest:** a real conflict of interest that exists currently.
- v) **Apparent conflict of interest:** a conflict that could be perceived by a reasonable observer to exist, whether or not it is the case.

- vi) **Potential conflict of interest:** a conflict that could reasonably be foreseen to exist in the future.
- vii) **Spouse:** An employee's or a Board member's legal wife or husband.
- viii) **Children:** An employee's or a Board member's children - natural, legally adopted or stepchildren - of any age. Details of the children must be notified to the Company.
- ix) **Siblings:** One of two or more individuals having one or both parents in common. This includes brothers, sisters, stepbrothers and stepsisters.
- x) **Immediate Family Members:** An employee's or a Board member's parents, spouse, siblings and children. For a male employee or a Board member who has more than one (1) legal wife, all his legal wives will be included.
- xi) **Close Family Members:** Immediate Family Members together with parents-in-law, brothers-in-law, sisters-in-law and grandparents.

An employee would be acting in conflict of interest if;

- (i) he/she were to accept employment in any other company, firm or organization whether as employee, executive director, active or sleeping partner, adviser, agent, manager, consultant, or in any capacity whatsoever either on a part-time or full-time basis whilst still in the current employ of the Company.
- (ii) the employee or his/her immediate or close family member were to accept non-executive directorships or become silent partners in entities which are either listed on the Company's lists of authorised contractors or which have contractual or supply or other business arrangements with the Company or any of its affiliate/subsidiary/associate companies.
- (iii) the employee or his/her immediate or close family member were to have an interest in any other company, firm or organisation which has, or is seeking to have business dealings whatsoever with the Company or any of its affiliate/subsidiary/associate Company where there is an opportunity for preferential treatment to be given or received.
- (iv) the employee or his/her immediate or close family member were to hold substantial shares and stocks in Companies (as defined in the S.69D of Companies Act 2016) that are listed or otherwise hold directorships in the same Companies which may result in a conflict of interest.
- (v) he/she were to have interests in any venture, business or dealing either by himself or herself or in partnership with other person(s) which may result in a conflict of interest.

Insider Dealing and Confidentiality of Information

An insider includes:

- (i) all directors and employees who, because of their employment have price-sensitive information available to them.
- (ii) immediate or close family members.
- (iii) beneficial trusts of such employee or his/her immediate or close members of the family.
- (iv) other persons acting on behalf of, or in conjunction with, such employee or his/her immediate or close family members.

Price-sensitive information is strictly confidential to the employee concerned alone and may not be discussed or divulged to another person except in an official capacity.

In this context, any information is classified as price-sensitive which, if known to an outsider, is likely to affect the price of a Company's securities. This includes information on profitability, dividends, cash flow, mergers, acquisitions, major capital outlay, contracts, joint-venture agreements, negotiation with Government or other corporations.

An employee is prohibited to give or release to any party unless required in furtherance of his official duties or compelled to do so by law, any data or information of a confidential nature concerning the Company or any of its affiliate/subsidiary/associate Companies such as that relating to decisions, plans earnings, financial or business forecasts, proprietary rights of the Company in any intellectual property invention, patent or competitive bids or otherwise use such information which is not generally known to the public for personal advantage and or which use is not in the best interest of the Company.

Updating of Disclosure

All employees are required to notify the Company within **5 days business days** of any change/s to the facts disclosed in the Declaration Form so that the records can be appropriately updated.

Breach

The Company shall institute an inquiry where there is suspected breach of any of the guidelines on Conflict of Interest to establish the facts and once established, severe disciplinary action including the immediate termination of service and/or legal action, may be taken.