

**POH HUAT RESOURCES HOLDING BERHAD (“THE COMPANY”)
CODE OF BUSINESS ETHICS (EXTERNAL ASSOCIATED PERSONS)**

1. The Board of Directors of Poh Huat Resources Holdings Berhad (“Poh Huat” or the “Company”) is committed to inculcate good business ethics within the Company and its subsidiaries (collectively referred as the “Group”). The Board of Directors acknowledges that values and practices that support good corporate governance and corporate responsibility are fundamental to the sustainability of the Group.
2. With regards to the above, the Group requires its External Associated Persons (“EAP”), i.e. person or organisation who performs services for or on behalf of the Group, which includes agents, consultants, contractors, suppliers, service providers, business partners, etc., to operate their business in accordance to the same high standards. This Code of Business Ethics (External Associated Persons) (“Code”) has been prepared to provide a clear statement of the Group’s expectations from its EAP in all procurement dealings and business activities involving the Group, as well as their conduct referencing to labour and human rights, health and safety, environmental protection, ethics, and management practices.
3. This Code is formulated to enhance the standards of corporate governance and corporate behaviour with the intention of achieving the following aims in our group of companies:
 - 3.1. to uphold the public confidence and reputation of the Group;
 - 3.2. to uphold the integrity of Management and employees of the Group; and
 - 3.3. to uphold the spirit of social responsibility and accountability in line with the legislation, regulations and guidelines governing a company.

4. SCOPE

- 4.1. This Code is based on the principle that the Group intends to form a business relationship with its EAP which is built based on the mutually acceptable standards of business ethics, including openness, transparency, accountability, and a high value of integrity. “EAP” referred to in this Code includes, but not limited to, the Group’s suppliers, contractors, agents, service providers, consultants, business partners and any third parties performing business or service for or on behalf of the Group.
- 4.2. The Group expects its EAP to comply with all the specific provisions of this Code in relevant part when performing business or service for the Group.
- 4.3. EAPs’ acknowledgment of this Code is a pre-requisite in the Group’s contract for supply, service contract, letter of offer, appointment or engagement, or any official document formalising a business relationship with the Group. Through the acceptance of a Purchase Order and/ or signing of the contract, which makes reference to the Code, the EAP shall commit that its business operations are consistent with the provisions contained in this Code.
- 4.4. The Group reserves the right to take any action that the Group deems fit against its EAP for breaching the Code, including without limitation:
 - 4.4.1. Suspension or termination of contract;
 - 4.4.2. Deduction of any amount of money paid or promised to be paid;
 - 4.4.3. Requiring the EAP to substitute any representative who breached the Code or acting inconsistently with the Code; or
 - 4.4.4. Disqualify the EAP from participating in any tender or procurement exercise.
- 4.5. Furthermore, violations of this Code may also constitute violations of the law, some of which may require the Group to report the EAP to the authorities, and may result in civil or criminal penalties.

5. COMPLIANCE WITH LAWS

- 5.1. The Group conducts its business in accordance with all applicable laws and regulations. Compliance with the law does not comprise the Group or an EAP's entire ethical responsibility. Rather, it is a minimum, essential condition for the performance of the Group's and an EAP's duties.
- 5.2. EAP shall comply with all applicable laws and regulations in all locations and jurisdiction where they conduct business. An EAP is also expected to ensure it has obtained all necessary regulatory approvals to conduct its business in the relevant jurisdictions. This includes any licenses, permits, approvals, permission granted by local regulatory or federal authorities.

6. FAIR BUSINESS DEALINGS

- 6.1. The Group conducts business on the basis of fair business terms considering amongst others, the quality, pricing, reliability, and availability of the goods and services in the best interest of the Group's businesses. It expects EAP to conduct business with integrity, honesty, fairness, openness, and transparency.

7. ACCOUNTABILITY

- 7.1. The Group expects EAP to be fully accountable for the delivery of contractual obligations, including service rendered and goods provided, on a timely basis in accordance with specific agreements, contracts, or undertaking made with the Group.

8. CONFIDENTIALITY OF INFORMATION AND DATA PROTECTION

- 8.1. All information made available by the Group to EAP is for the specific business purpose in relation to the EAP. EAP shall undertake that all information (including personal data) disclosed, given access to, procured, gathered, collected, received, or handled by EAP are confidential and shall not be made available to any third party without any written consent of the Group.
- 8.2. EAP shall have in place the necessary systems, policies, and controls to safeguard data privacy and cyber-security to ensure the data and information provided by the Group are safe and protected against cyber threats and data loss.
- 8.3. EAP shall notify the Group immediately in the event of any suspected or actual breach of data privacy regulation.

9. CONFLICTS OF INTERESTS

- 9.1. EAP must be sensitive to activities, interests or relationships that may interfere with the fundamentals of the business relationship between the Group and the EAP. These activities, interests or relationships are considered “conflicts of interest”. Conflicts of interest situations may impair the independence or objectivity of the decision-making process in relation to business decisions between the Group and EAP or any judgment an EAP may need to make on the Group’s behalf.
- 9.2. Examples include but are not limited to the following:
- 9.2.1. direct or indirect relationships with a Director or an Employee of the Group that may compromise objective decision-making process within the Group; or
- 9.2.2. close relationships with a competitor of the Group that may place the EAP in an ethically compromised position such as access to sensitive business information.
- 9.3. If an EAP discovers that, as a result of changed circumstances or otherwise, he/ she has become involved in a conflict of interest in a manner that violates or may violate this Code, the EAP must report that conflict as provided above as soon as the matter comes to his/ her knowledge through the Conflict of Interest Declaration Form below.
- 9.4. As it is impossible to describe every potential conflict of interest, we necessarily rely on EAP to exercise good judgment, to seek advice when appropriate and to adhere to ethical standards in the conduct of an EAP’s professional and personal affairs.

10. INSIDER TRADING

- 10.1. No EAP shall use price sensitive non-public information or confidential business information, which can affect securities price of the company when it becomes publicly known (“Inside Information”), for personal benefit or the benefit of other persons. EAP are prohibited to trade in securities or to provide information to others, including but not limited to family, friends and EAP to trade in securities of entities relating to the Inside Information until the Inside Information is publicly released.

11. ANTI-BRIBERY AND CORRUPTION

- 11.1. Bribery and corruption acts involve the promising, offering, authorising, soliciting or accepting of a gratification (as defined in the Malaysian Anti-Corruption Commission Act 2009 and not confined to monetary form), as an inducement to gain or provide, or as a reward for having gained or provided, an undue advantage in which cases such acts could influence the intended recipient’s judgement, views or conduct.
- 11.2. EAP are strictly prohibited from attempting to, directly or indirectly, promise, offer, authorise, solicit, or accept any gratification, to or from anyone, as the case may be, that constitutes or could be reasonably perceived as constituting, unfair business inducements or that would violate laws or regulations or our other policies, when conducting business for or on behalf of of the Group. EAP shall not engage in any or all forms of bribery, corruption, extortion, fraud, and embezzlement. This includes the strict prohibition of the use of facilitation payment by EAP.
- 11.3. EAP are required to comply with the Anti-Bribery and Corruption (“ABC”) Policy established by the Group. Violations of provision of this Code or the Group’s ABC Policy may constitute violations of the law and may result in civil or criminal penalties.

12. ANTI MONEY LAUNDERING

- 12.1 The Group does not engage in any money laundering or terrorism financing activities and it does not associate itself with such criminal activities of others within its business operations or value chain. The Group will not hesitate to act in accordance with applicable laws and regulations to report any suspicious activity to the authorities, where required.
- 12.2 EAP performing business for or on behalf of the Group understand and agree that counterparty due diligence may be required to be performed on them for the Group to understand their business and background, including, but not limited to, details of directors and shareholders, and source of proceeds or funds.

13. CHILD, FORCED, AND INVOLUNTARY LABOUR

- 13.1 EAP are required to strictly adhere to all applicable legal requirements, laws, regulations, standards establishing a minimum age for employment in the countries in which it operates.
- 13.2 EAP shall not tolerate any form of forced or involuntary labour in any of their operations. These include bonded labour, slave labour, indentured labour, or human trafficking.
- 13.3 Employees shall be allowed to move around freely. They are free to leave the workplace when their working hours end. Employees who would like to leave employment are also free to leave the employment upon having served the notice period as stated in the employment contract.

14. WORKPLACE SECURITY, SAFETY AND HEALTH

- 14.1 EAP shall commit in maintaining a workplace that is free from any acts of physical coercion, violence or threats of violence, verbal, sexual or psychological harassment, bullying, intimidation, abuse or other harsh or inhuman treatment by either their superiors or fellow employees.
- 14.2 EAP shall commit to provide their employees with a safe, clean and healthy working environment in compliance with all applicable laws and regulations.

15. ACCOUNTABILITY FOR ADHERENCE WITH THIS CODE

- 15.1 The Board of Directors of the Group enforces this Code. If an alleged violation of this Code has been reported to it, the Board of Directors or its nominated persons, shall determine whether that violation has occurred and, if so, shall determine the next course of actions to be taken, which may include, but not limited to, a review or cessation of business relationship, or reporting to relevant authorities, as the case may be.

16. APPROVAL

- 16.1 The Code is approved by the Board of Director on 23 December 2020.