



SUPPLIER CODE OF CONDUCT

TNB Fuel Services Sdn. Bhd.



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<https://www.tnbfuel.com/>



<https://www.facebook.com/tnbfuel>

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Statement from our Managing Director

Dear fellow friends,

TNB Fuel Services Sdn. Bhd. (TNBF) upholds the principles of good governance such as integrity, accountability, and fairness in its procurement activities. Similarly, we value our suppliers, service providers, agents, brokers, vendors, and vendors' contractors and subcontractors, including bidders and companies seeking to sell goods and services to TNBF (collectively "Suppliers") to embrace the commitment to these principles as set out in this Supplier Code of Conduct.

This Supplier Code of Conduct states how our business should be conducted and sets out guidance on the standards of behavior expected of all our Suppliers. It helps to ensure that we are meeting all legal and ethical obligations. As such, it is served as an integral part of our company's overall compliance strategy.

In order to achieve the high standards established in the TNB's corporate Shared Values, guiding principles and its Procurement Code of Conduct, TNBF takes a zero-tolerance approach towards fraud, bribery and corruption and any form of dishonesty in its business dealings. We are also committed to ensuring that working conditions in its operations and supply chain are safe, that all Suppliers and workers are treated with respect and dignity, and that business operations are environmentally responsible and conducted ethically.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamal".

(JAMAL BIN YUSOFF)

Managing Director

TNB Fuel Services Sdn Bhd



Managing Director

Jamal bin Yusoff

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2nd Edition, August 2023



TNB FUEL

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BUSINESS ETHICS AND INTEGRITY

TNBF Suppliers are expected to conduct their business in an ethical manner and with integrity. Corruption, extortion and embezzlement are prohibited. Suppliers shall not pay or accept bribes or participate in other form of illegal inducements in business relationships with TNBF. The Suppliers shall comply with applicable laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices.



COMPLIANCE

TNBF Suppliers must follow all relevant and applicable national and local laws and regulations, including but not limited to those related to sanctions, labour, health and safety, and the environment. Suppliers are expected to inform TNBF should there be any significant breaches, allegations of non-compliance or investigation into non-compliance by authorities related to any goods or services that such Supplier provides to TNBF that may materially affect a Supplier's ability to provide goods or services to TNBF.



HUMAN RIGHTS, DISCRIMINATION AND LABOUR

TNBF suppliers are expected to protect the human rights of their employees and to treat them with dignity and respect. This includes but is not limited to the following aspects:

- i. Suppliers shall ensure that their employees meet the minimum requirements under the applicable local laws and regulations. This shall include (but not limited to) mandatory rest time, minimum working age and wage, payment of overtime, contribution to provident/ retirement fund, etc.
- ii. Suppliers shall ensure that no employee is forced to work and is given fair opportunity to work in an environment that is free from discrimination, harassment, or coercion.



NO-GIFT STATEMENT

TNBF practices No-gift Policy. Hence, Suppliers are prohibited from offering any gifts and entertainment or other hospitality invitations that could create the appearance of improper influence.

Integrity has always been the key value to TNBF in conducting its businesses. In line with this practice:

- i. TNBF staff **SHALL NOT ACCEPT OR GIVE** personal gifts from or to external parties with business interest or in the course of any official duties with TNBF.
- ii. TNBF Suppliers **ARE NOT ALLOWED TO OFFER OR GIVE** any gift to TNBF staff.



PRIVACY & INTELLECTUAL PROPERTY

TNBF suppliers shall comply with all relevant privacy laws and regulations with regards to the collection, disclosure, retention and/or processing of the personal data or information of customers or other individuals.

TNBF suppliers are reminded not to infringe any intellectual rights, copyrights, patents and trademarks. Where any intellectual property rights are developed as part of the contractual arrangement with TNBF, the ownership of such intellectual property right shall be as defined in the signed contract.



SAFETY AND HEALTH

TNBF suppliers must prioritize the health and safety of their employees, contractors, and visitors by ensuring the following elements:

- i. Compliance with all relevant environment, health and safety laws and regulations.
- ii. Conduct risk assessments to identify potential hazards and risks.
- iii. Implementation of appropriate control measures to mitigate operational and transactional risks.
- iv. Promote employee health and wellness by providing access to healthcare services, promoting work-life balance, and offering programs that support physical and mental well-being.
- v. Strive for continuous improvement in their safety and health performance



BIODIVERSITY

TNBF suppliers are encouraged to make their best effort to maintain and generate positive impact on biodiversity. They shall take responsibility for the protection of biodiversity in the fields in which they currently operate and will carry on doing so in any future operations.



ANTI-BRIBERY

Any form of fraud, corruption, extortion or other behavior involving improper benefits shall be strictly prohibited. Suppliers shall not offer or accept bribes or other unlawful/improper benefits/advantages from their business partners. Suppliers shall not offer any form of benefits or gratification to TNBF employees to obtain an unfair business advantage.



PERSONAL DATA PROTECTION

TNBF suppliers are required to handle personal data and confidential information responsibly and in compliance with applicable laws and contractual agreements.

- i. Suppliers must comply with all applicable data protection laws and regulations, including the PDPA or any other relevant data privacy legislation in the respective jurisdiction.
- ii. Suppliers should understand and acknowledge their obligations regarding the protection of confidential information.
- iii. Suppliers should maintain strict confidentiality and security measures to protect personal data and confidential information.
- iv. Suppliers should respect and comply with any non-disclosure agreements (NDA) or confidentiality agreements they have entered with TNBF.
- v. Suppliers should implement appropriate measures to protect confidential information from unauthorized access, use, or disclosure.
- vi. Suppliers should not disclose or share confidential information with any third party without prior written consent from TNBF.



DISCLOSURE OF INFORMATION

TNBF suppliers shall disclose information including any changes thereafter regarding its business activities, structure, financial situation and performance as and when required to TNBF in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentations of conditions or practices in the supply chain are unacceptable.



CONFLICT OF INTEREST

TNBF suppliers must avoid having, or having the appearance of, any conflict of interest in any undertaking or dealings with TNBF.

Suppliers must disclose if a potential or actual conflict of interest exists. Failure to do so may indicate an attempt to unduly influence TNBF, or the tender evaluation process, and may lead to disqualification and potential exclusion from future tenders or termination of a Supplier's service/contract.



FAIR COMPETITION

TNBF suppliers are responsible to fulfil the following elements:

- i. Compliance to the applicable Competition Law: Suppliers shall adopt fair practices and ensure its business practices are in line with all applicable antitrust or competition laws.
- ii. Non-Exclusivity: No exclusivity clauses that restrict TNBF from purchasing products or services from their competitors.
- iii. Anti-Collusion: Supplier shall not conspire, collude or form cartel either directly or indirectly with other Suppliers for the purpose of reducing or eliminating competition during the submission of tender or quotation to TNBF such as price-fixing, bid rigging, market allocation or sharing of sensitive business information that could lead to reduced competition.
- iv. Fair Pricing: Suppliers should independently set their prices based on market conditions and competition and are expected to quote price that reflect the true value of their products and services.



WHISTLE BLOWING

TNBF adopts the TNB's Whistle Blowing Policy to encourage and enable persons to report in good faith or on the basis of a reasonable belief, attempted, suspected and actual bribery, or any violation of or weaknesses in the anti-bribery management system, to the anti-bribery compliance function or to appropriate personnel.

Suppliers may report any concerns, known and/or suspected fraud / wrongdoing at the following reporting channels:

- i. Online Whistle Blowing Information System (WBIS)
- <https://wbis.tnb.com.my/>
- ii. Toll free number: 1-800-888-862

TNBF shall observe the following principles with regards to any such concerns/ issues raised in good faith:

- i. Confidentiality: - All reports made and the identities of the whistleblowers will be kept strictly confidential, to the extent allowed by law and the needs of the investigation.
- ii. Retaliation: - TNBF does not tolerate any form of retaliation, reprisals or harassment against whistleblowers.



BREACH OF CODE

Suppliers who have committed a breach of the Code shall be subjected to the following action:

- i. Penalties or any contractual or legal remedies under the law;
- ii. Immediate termination of contract;
- iii. Disclosure of nature of breach to TNBF;
- iv. Blacklisted by TNBF and shall be precluded from tendering for any work in the supply chain for the specified period. The directors of the Company may also be blacklisted.