



SWIFT CODE OF CONDUCT & BUSINESS ETHICS

Name of Policy: Swift Code of Conduct & Business Ethics

Prepared by:

Group Legal, Corporate Services & Strategic Communications

Address: Suite 8.02, Level 8, Intan Millennium Square 2,
No. 88, Jalan Batai Laut 4,
Taman Intan, Klang, 41300,
Selangor Darul Ehsan.

Tel: 03-3341 3388

Fax: 03-3343 338

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OVERVIEW

The **SWIFT Code of Conduct and Business Ethics** (“**CCBE**”) is implemented to the entire group wide encompassing its employees' Code of Conduct and the guidelines for Business Conduct, in line with the development of the local and international legislation while observing the Company's Shared Values i.e., Safety, Teamwork, Discipline, Commitment, Initiative, Integrity and Quality.

The SWIFT CCBE is a general reference for use in all offices which SWIFT conducts its operations and does not describe all applicable laws or SWIFT policies or provide full details on any particular law or policy. The SWIFT CCBE is not to be treated as an instrument constituting legal advice nor constitute or create a contract of employment. SWIFT reserves the right to modify, revise, cancel or waive any policy, procedure, or condition without notice and without revision of the CCBE. The provisions of the CCBE may be modified by SWIFT for adaption towards local laws and conditions.

The SWIFT CCBE is to provide clarity on the standards SWIFT's directors, employees and business partners are expected to follow and the behaviours to be adopted.

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GENERAL

It is our commitment to make SWIFT Haulage Berhad and its subsidiaries and associated companies (“SWIFT” or “The SWIFT Group”) the leading solution logistics service provider in South East Asia.

We strive to lead the logistics and supply chain management industry towards a better and a more sustainable future. Our goal is to continuously progress with gained experiences, and are committed to provide utmost dedication, innovative and sustainable logistics solutions through green logistics.

We are committed to contributing to sustainable development with balanced short-and long-term interests, and integrating economic, environmental, and social considerations in our business decisions.

The SWIFT Group of companies recognises five (5) areas of core responsibilities:

Shareholders

To protect our shareholders’ investment and enhance long-term shareholder value with competitive returns.

Employees

To respect the human rights of the SWIFT’s employees and to provide safe and good working conditions with competitive terms and conditions of employment. To promote the development and best use of talents, and to create an inclusive work environment. To encourage employees’ involvement in the planning and direction of their work, and to provide them with channels to report concerns.

Our commercial success depends on the full commitment of all employees.

Customers

To win and maintain customers by developing and providing services which offer value in terms of price, quality, safety and environmental impact with the requisite technological, environmental and commercial expertise.

Business Partners

We will seek mutually beneficial relationships with our counterparts, contractors, suppliers, financial institutions, and other entities with whom we do business.

Society & Communities

To conduct business as reasonable corporate members of society, to comply with applicable laws and regulations, to support fundamental human rights in line with the legitimate role of business, and to give proper regard to health, safety, security, and the environment.

INTRODUCTION

This SWIFT CCBE emphasises and advances the principles of discipline, good conduct, professionalism, loyalty, integrity, teamwork, and quality which are critical to the success and well-being of the SWIFT Group.

The SWIFT CCBE is to crystallise the basic rules, standards and behaviours necessary to achieve the above objectives. It provides requirements and guidance, expressed as clearly, concisely, and consistently as is possible, within a single, company-wide document for all SWIFT Group employees on a number of enterprise-wide risk areas.

The SWIFT CCBE will be the reference point for anyone who is unclear on what to expect of them in a specific situation; A definitive statement of SWIFT's response to many different issues and questions, a valuable toolkit to help every employee put SWIFT business principles into practice.

The SWIFT CCBE does not provide exhaustive information on every single SWIFT standard or policy. Every employee is responsible for understanding and complying with the details of policies relevant to your role and work area. Every employee is trusted to exercise his or her judgement in deciding if the SWIFT CCBE covers any issue in sufficient detail to help make the right decision.

All SWIFT Group employees have a responsibility to the SWIFT Group and to each other, to work with integrity and good judgement as well as within the law.

PART 1

APPLICATION, CORE VALUES AND WORK CULTURE

A. Application

The SWIFT Code of Conduct and Business Ethics ("the Code" or "SWIFT CCBE") is applicable to all employees of the SWIFT group company, its directors (executive and non-executive), except as otherwise stated in this Code. Joint venture companies, in which SWIFT is a non-controlling co-venturer and associated companies are encouraged to adopt these or similar principles and standards.

SWIFT's contractors, sub-contractors, consultants, agents, representatives, and others performing work or services for or on behalf of SWIFT group companies are expected to comply with the Code in relevant part/s when performing the work or services. Failure by a contractor, sub-contractor, consultant, agent, representative or other service provider to comply with the principles and standards set out in this Code may result in the termination of work or services or other adverse consequences for carrying out a non-compliant act or omission.

This Code is prepared in the English Language and may appear in other languages, however, the version in the English Language shall take precedence in the event of a conflict or interpretation.

A report may be submitted to compliance@swiftlogistics.com.my by an employee, contractors, sub-contractors, consultants, agents, representatives or other service providers may, in lieu of contacting the Group Human Resources & Administration Department ("GHRA"). Where this Code calls for a report by the director of the SWIFT Group company, the report may be made to the company secretary for the relevant company.

The law will always take precedent in events of conflict with the any rule or policy set out in this Code.

For any clarification on the SWIFT CCBE, please seek the advice from the Group Human Resources & Administration Department ("GHRA").

- 1.1 The Code may be amended or waived by SWIFT from time-to-time at SWIFT's sole discretion. Waivers may be granted in exceptional circumstances in keeping with applicable laws and SWIFT's policies and procedures. The provisions of the Code may be supplemented or modified to adopt developments in the legal and policy requirements.
- 1.2 The Code does not identify or set out every law, policy or procedure that may apply to you in the performance of your role and work area; and does not constitute legal advice. You are personally responsible for being well-informed of the laws and other SWIFT's policies and procedures that applies to you as a result of your role with the SWIFT Group.

B. Corporate Values and Culture

SWIFT seeks to conduct its business and operations in an ethical, responsible, and transparent manner with integrity, openness, and accountability.

All employees of the SWIFT Group have a duty to serve the SWIFT Group and to observe the corporate values to conscientiously maintain integrity, exercise proper care and judgment, avoid situations giving rise to conflicts of interest and absolutely refrain taking advantage of professional/official position/rank or exercising official authority to further personal interest at the expense of the SWIFT Group at all times.

All actions and decisions are to be made in SWIFT's best interests and to refrain from engaging in conduct or activities which may adversely affect the reputation and interests of the SWIFT Group.

These duties are without limitation on the duties imposed on each employee by the law.

DEFINITION REFERENCE:

- (1) Where the context or construction requires, all words applied in plural will be deemed to include the singular, and vice versa; the masculine will include the feminine and neuter, and vice versa; and the present tense will include the past and the future tense, and vice versa.
- (2) The term "family/household" includes shall include the employee's spouse(s), children (including stepchildren and adopted children), parents, step-parents, siblings, step-siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins, as well as other persons who are members of your household.
- (3) The term "employee", "we", "you" and/or "your/s" means any person who is in the employment of SWIFT including but not limited to executives, non-executives, secretaries, secondees and individuals on direct hire.
- (4) The term "SWIFT" means SWIFT HAULAGE BERHAD and its subsidiaries and associated companies.

PART 2

Workplace Culture and Environment

1. Conducive, Safe and Secure Workplace

SWIFT is committed to providing a safe, secure, and conducive workplace culture and environment together with you, where the values of mutual and reciprocal respect, trust and confidence are upheld and actively promoted.

2. Unlawful Discrimination and Equal Opportunity

2.1. SWIFT will not tolerate unlawful discrimination in the workplace or on the job.

2.2. You must comply with laws in your local jurisdiction that prohibit workplace discrimination.

2.3. All qualified individuals must be given a chance to develop their abilities and advance within the SWIFT Group without regard to race, ethnicity, national origin, gender, age, religion, disability, and any other legally protected status.

3. Sustainable Development

3.1. SWIFT is committed to sustainable development in order to help meet the world's growing energy needs through economical, environmental and socially responsible efforts.

3.2. All employees should aim to create lasting social benefits; safeguard the health and safety of other employees, contractors, and neighbours; minimise disruptions to the community; lower emissions; minimise impact on ecosystems and biodiversity; and use energy, water, and other resources more efficiently in our daily tasks.

4. Occupational Health, Safety and Environment

4.1. SWIFT is committed to providing a safe and healthy workplace for all employees, visitors, contractors, customers, and communities working at its facilities and minimising the impact of its operations on the environment.

4.2. Every SWIFT Group employee must conscientiously and diligently comply with all Health, Safety and Environmental (HSE) requirements, measures, work rules and standard operating procedures set out in manuals, handbooks and documents issued by the SWIFT Group as amended and updated from time-to-time and all applicable laws and regulations.

4.3. Every SWIFT Group employee should always speak up and raise concerns if we:

- (a) are asked to do a task we consider unsafe;
- (b) are asked to do a job we think we are not properly trained to perform and that may result in harm to us or to others;
- (c) see someone performing a task that we think is unsafe or that the person is not adequately trained to do;
- (d) suspect that a vehicle or piece of equipment is not operating properly and may be unsafe; or
- (e) observe or are made aware of an unsafe condition or a potential danger to ourselves or others.

Safety is everyone's responsibility – we must insist that work is performed safely, regardless of our role.

5. Dress Code

All employees should be neatly, appropriately, and decently attired during office working hours. All employees should comply with the specific rules concerning attire as may be set out by the SWIFT Group for the workplace.

6. Harassment

6.1 SWIFT seeks to provide a work environment that is free from harassment of any kind and/or any other offensive or disrespectful conduct.

6.2 SWIFT CCBE prohibits harassment in the workplace and SWIFT complies with all local laws that prohibit harassment.

6.3 Harassment includes unwelcome verbal, visual, physical, sexual, or other conduct of any kind that creates an intimidating, offensive or hostile work environment. The following non-exhaustive list is unacceptable behaviour:

- Sexual harassment
- Offensive language or jokes
- Racial, ethnic, gender or religious slurs
- Degrading comments
- Intimidating or threatening behaviour
- Showing hostility towards others because of individual characteristics

We should never act in a harassing manner or otherwise cause our co-workers to feel uncomfortable in their work environment. It is important to remember that harassment, sexual or otherwise, is determined by our actions and how it impacts others, regardless of our intentions.

7. Non-Business Workplace Relationships

7.1. SWIFT prohibits relationships between employees which go beyond professional relationships and social friendships as it may create conflicts of interest as well as opportunities for exploitation, favouritism, biasness undermine core values, such as respect and trust amongst staffs, and impact upon the reputation and integrity of SWIFT.

7.2 These relationships are discouraged as it creates a real likelihood of disaffection, disharmony and significant difficulties for the parties concerned as well as for other co-employees of SWIFT. Your terms of employment may impose additional requirements with respect to workplace relationships.

7.3 There is a basic conflict of interest when you manage someone with whom you have a family, romantic or intimate relationship as it may be seen as influencing your judgment. Accordingly, as a SWIFT employee or director, you may not supervise, directly or indirectly, any employee with whom you have such a relationship without written permission from Group Human Resources & Administration Department ("GHRA") (or, in the case of directors, the relevant company secretary).

8. Substance Abuse

8.1. The unauthorised consumption, possession, distribution, purchase, or sale of any substance of misuse within its premises or while conducting its businesses or being under the influence of any such substance (as defined in 8.3) while working is prohibited which can impair performance at work and pose a threat to health, safety, and the environment. You are required to comply with the policies and procedures on substance misuse issued by SWIFT as amended and updated from time-to-time.

8.2. SWIFT may conduct unannounced testing and searches for substances of misuse in accordance with its policies and subject to the requirements of applicable laws. Any persons covered by this Code found to have unauthorised possession of any substance of misuse or who test positive for any substance of misuse are considered to have committed an act of SWIFT misconduct which render liable for disciplinary action, including termination.

- 8.3. "Substance of misuse" includes any illegal drugs, alcoholic beverages containing ethanol, legal psychoactive drugs obtained or used without legal prescription, and legally prescribed psychoactive drugs consumed beyond their therapeutic or prescribed uses.

9. Borrowing Money

SWIFT employees are prohibited under any circumstances to borrow money from your subordinate or from SWIFT contractors, subcontractors, consultants, or suppliers.

PART 3

DUTIES TO THE SWIFT GROUP

(A) Conflict of Interest

10. Avoidance of Conflict of Interest

- 10.1 A conflict of interest arises in any situation in which an individual is in a position to take advantage of his or her role at SWIFT Group for his or her personal benefit, including the benefit of his or her family and friends and can exist even if it results in no unethical or improper acts. A conflict of interest will undermine the values of good faith, fidelity, diligence, and integrity in the performance of your duties and obligations as expected by the SWIFT Group. Every employee must avoid conflicts of interest between your personal dealings and your duties and responsibilities in the conduct of SWIFT Group's business which can make it difficult for an individual to fulfill his or her duties impartially and correctly. The use of SWIFT office position, confidential information, assets, and other SWIFT resources for personal gain, or for the advantage of others with whom you are associated, is absolutely prohibited.
- 10.2 The situations under which conflicts of interest may arise include, but are not limited to:
- (a) when you, in the exercise of your authority, give preference to your interests or the interests of your family/household members, associates or friends rather than to the interests of the SWIFT Group;
 - (b) when you are in a position to influence decisions that are to be made by SWIFT with respect to dealings with a business, enterprise or entity owned or partially owned by you, your family/household members, associates or friends; and
 - (c) when you compete with or against the SWIFT Group.
- 10.3 In certain instances, a conflict of interest that has been fully disclosed to SWIFT may be tolerated when measures are taken to ensure it poses no risks to the SWIFT Group. Situations giving rise to conflicts may be resolved by an open discussion and may require the acknowledgement of confidentiality obligations, reassignment of roles, or to abstain from certain business decisions. Any conflict situations should be disclosed and obtain its clearance with GHRA (or, in the case of directors, with the relevant company secretary). A conflict of interest may not necessarily result in a violation of the SWIFT CCBE but a failure to disclose fully the nature and scope of the conflict of interest may result in disciplinary action.
- 10.4 You have an obligation to act in the best interest of the SWIFT Group at all times. Conflicts of interest may arise when you, you family member or your friend:
- (a) Engage in activities that compete with, or appear to compete with the SWIFT Group's interests;
 - (b) Allowed the SWIFT Group's business decisions to be influenced, or appear to be influenced, by personal or family interests or friendships;
 - (c) Uses the SWIFT Group's property, information or resources for personal benefit or the benefit of others;
 - (d) Hire, supervise or have a direct or indirect line of reporting to a family member or someone with whom you have a relationship with;
 - (e) Have an outside employment and/or activities that negatively affects your job performance or interferes with your responsibilities to the SWIFT Group;
 - (f) Work for, provide services to have a financial interest in or receive any personal benefit from a supplier, customer, competitor, or a company that does business or seeks to do business with the SWIFT Group if such relationship or interest could influence, or appear to influence, your business decisions.

(B) Anti-Corruption and Unethical Practices

11. Anti-Bribery and Anti-Corruption

- 11.1 You are not to directly or indirectly offer, promise or give any bribe as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to the SWIFT Group's affairs or business, or for showing favour or forbearing to show disfavour to the SWIFT Group in relation to the SWIFT Group's affairs or business, whether in the form of a facilitation payment, kickback, donation, fee or any other form.
- 11.2 You are prohibited from, directly or indirectly, soliciting, accepting or obtaining or agreeing to accept or attempting to obtain, from any party for yourself or for any other party, any bribe or gratification as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to the SWIFT Group's affairs or business, or for showing favour or forbearing to show disfavor to any party in relation to the SWIFT Group's affairs or business.
- 11.3 You should satisfy yourself concerning the status and integrity of any contractor, subcontractor, agent, consultant, representative or other person who you engage to act for or on behalf of the SWIFT Group or in relation to the SWIFT Group's affairs or business and confirm that the relevant party understands and accepts SWIFT Group's policies prohibiting improper solicitation, bribery and corruption. Contractors, sub-contractors, consultants, agents, representatives, and others must comply with such policies when performing work or services for or on behalf of companies in the SWIFT group.
- 11.4 If you encounter a request for a bribe or if you are offered a bribe, you must report it to your Head of business unit or department.
- 11.5 A "bribe" or a "gratification" is any gift, payment, benefit, or other advantage, pecuniary or otherwise, offered, given, or received in order to secure an undue or improper result, award, decision, benefit or advantage of any kind. A bribe need not involve cash or another financial asset-it can be any kind of advantage, including the unpaid use of corporate services or property, loan guarantees or the provision of employment to the family or friends of people with whom the SWIFT Group deals.
- 11.6 An act of corruption has the effect of compromising the due and proper performance of your duties and the exercise of your authority. It will undermine the integrity of the decision-making process and the decisions of the SWIFT Group concerning its business and affairs. Any conduct or measures that is unethical or that will tarnish the SWIFT Group's reputation for honesty and integrity, must be avoided. If you are unsure whether an action is permitted, seek guidance before acting.

12. Commissions, Discounts, Gains and Secret Profit

- 12.1 You must not, directly or indirectly, receive or obtain, any discount, rebate, commission, service, interest, consideration of value or other benefit or payments of any kind (whether in cash or in kind) in respect of any goods or services sold or purchased or other business transacted (whether or not by you) by or on behalf of the SWIFT Group, which is not authorised by the SWIFT Group's rules, policies or guidelines.

13. Facilitation Payments

- 13.1 You are prohibited from, directly or indirectly, accepting or obtaining or attempting to accept or obtain facilitation payments from any person for yourself or for any other person subject to this Code. "Facilitation payments" generally means payments made to secure or expedite the performance by a person performing a routine or administrative duty or function.

14. Gifts and Entertainment

- 14.1 You are required to comply with the SWIFT Group policies and procedures relating to the receipt and giving of gifts and entertainment.
- 14.2 It is strictly prohibited for you or any of your family/household members to accept gifts or entertainment in exchange for an exercise or non-exercise of your SWIFT Group authority or otherwise to the detriment of the SWIFT Group.

- 14.3 The SWIFT Group prohibits the giving of entertainment or gifts that are illegal or unduly dangerous, or indecent, sexually oriented, or inconsistent with the SWIFT Group's commitment to mutual respect using the SWIFT Group's resources, or for the purpose of improperly influencing someone to take action in favour of the SWIFT Group or to refrain from taking action adverse to SWIFT.
- 14.4 No gift of cash may be given.
- 14.5 You should not personally pay for entertainment, or gift in order to avoid having to seek pre-approval or to otherwise circumvent SWIFT policies.

15. Public Officials

- 15.1 For the purposes of this Code, "government official" includes, without limitation, candidates for public office, officials of any political party, and officials of state-owned enterprises other than the SWIFT Group.
- 15.2 You are prohibited from:
- (a) offering gifts and entertainment, including travel-related expenses, to government officials or their family/household members;
 - (b) paying for non-business travel and hospitality for any government official or his/her family/household members;
 - (c) other than in accordance with the policies and procedures of SWIFT Group relating to the giving of gifts and entertainment.
- 15.3 You may not offer or provide gifts or anything else of value to any person, such as an agent, consultant, or contractor, if you know or suspect that a government official or his/her family member will be the indirect beneficiary or recipient, other than as approved by your Head of business unit or department.
- 15.4 Any agent, contractor, or other representative dealing with government officials on SWIFT's behalf must be evaluated and must be informed of the provisions of this Code relating to restrictions on bribery and gifts to public officials.
- 15.5 You may not take action to circumvent the prohibitions in this Section 15. You must in every instance comply with the rules concerning solicitation, bribery and corruption set out in other sections of this Part 2, as well as with applicable laws concerning bribery and corruption.

16. Money Laundering

- 16.1 "Money laundering" is generally defined as occurrence of criminal origin or nature of money or assets is hidden in legitimate business dealings or when legitimate funds are used to support criminal activities, including the financing of terrorism. Offences covered by anti-money laundering legislation include prejudicing or obstructing an investigation and failing to report suspicious activity.
- 16.2 Appropriate counterparty due diligence should take place to understand the business and background of SWIFT Group's prospective business counterparties and to determine the origin and destination of money, property, and services. You must report to your Head of Business Unit or Department of suspicious transactions or suspected incidents of money laundering or bribery and should not try to investigate a case of money laundering or bribery yourself. Your Head of Business Unit or Department, in consultation with the Group Chief Executive Officer, will have the authority to make the decisions in this regard.
- 16.3 You may not establish a bank, securities trading, or similar accounts in the name of any of the SWIFT Group of companies or for the benefit of the SWIFT Group without proper authorisation from the Group Finance Department.
- 16.4 The amount, nature, purpose, and provider or recipient of any payment or transfer to or from SWIFT Group companies must be accurately reflected in the books and records of the group.

17. Political Activities

You will not channel or utilise the SWIFT Group's funds or resources or receive any reimbursement from the SWIFT Group, for personal political activities, including contributions to political candidates' parties.

18. Fraud

18.1 You commit fraud when you misuse the SWIFT Group's resources and intentionally conceal, alter, falsify, or omit information for your benefit or the benefit of others. Fraud may be motivated by the opportunity to gain something of value (such as obtaining a payment or meeting a performance goal) or to avoid negative consequences (such as discipline).

(C) SWIFT Group Assets

19. Company Resources

19.1 The SWIFT Group's resources must be use for legitimate business purposes, efficiently and honestly.

19.2 The SWIFT Group resources include physical property, such as facilities, supplies, equipment, machinery, spare parts, raw materials, finished products, vehicles and SWIFT Group's funds and include intangible assets, such as time, confidential information, intellectual property and information systems.

19.3 You have a duty to protect the SWIFT Group resources from theft, loss, damage, or misuse.

19.4 The obligation to protect the SWIFT Group's funds is particularly important when you have spending authority, the authority to approve travel and entertainment expenses, or manage budgets and accounts. You must always:

- (a) Ensure the funds are properly used for their established purpose;
- (b) Obtain required approval before incurring an expense;
- (c) Accurately record all expenditures; and
- (d) Verify that expenses submitted for reimbursement are business-related, properly documented and comply with the SWIFT Group policies.

20. Accurate Business Record

20.1 Business records, including our financial statements, contracts, and agreements, must always be accurate and reflect a forthright presentation of the facts, complete, properly recorded reflecting all components of transactions and events.

20.2 You are accountable for the accuracy of the business records that you handle in the normal course of business.

20.3 You should never:

- (a) Falsify, omit, misstate, alter, or conceal any information or otherwise misrepresent the facts on the SWIFT Group's records; and/or
- (b) Encourage or allow anyone else to compromise the accuracy and integrity of the SWIFT Group's records.

21. Records Management

21.1 The SWIFT Group business records must be maintained, retained, and destroyed in accordance with all legal and regulatory safekeeping requirements.

- 21.2 The SWIFT Group business recording should:
- (a) Comply with SWIFT's record management policies for documents, files, electronic records, and emails; and
 - (b) Follow the retention periods specified in internal and external requirements.
- 21.3 All policies and procedures established from time-to-time concerning the preparation, maintenance and disposal of SWIFT's books and records must be complied with at all times.

(D) Financial Integrity

22. Internal Controls and Procedures

- 22.1 You must comply with all policies and procedures established from time-to-time to safeguard and support the integrity and accuracy of SWIFT Group's books and records and financial reporting as well as the preparation, maintenance, and disposal. The following conduct and omission are strictly prohibited:
- (a) concealment, alteration, destroy or otherwise modification made to the SWIFT Group's records or documents other than in accordance with established, ordinary course procedures (and in no case impede or frustrate an investigation or audit or conceal or misstate information);
 - (b) intentionally make a false or misleading entry in a record, report, file or claim (including travel and entertainment expense reports);
 - (c) establish accounts, companies or arrangements to circumvent or frustrate SWIFT's controls, policies or procedures;
 - (d) fail to cooperate fully and truthfully with internal and external audits authorised by SWIFT; or
 - (e) engage in any scheme to defraud anyone of money, property, or honest services.
- 22.2 You must immediately contact the Group Legal, Corporate Services and Strategic Communications Department for assistance when you receive a request for documents or a request to meet with regulators or lawyers in connection with a legal proceeding or investigation.

(E) OBLIGATION FOR CONFIDENTIALITY AND INTELLECTUAL PROPERTY

23. Confidentiality Obligations

- 23.1 You should treat information acquired relating to SWIFT Group's customers, suppliers, business partners or other third parties as confidential, competitively sensitive and/or proprietary unless the owner of the information have publicly released the information.
- 23.2 You must always take reasonable care and necessary precautions to protect any confidential information relating to the SWIFT Group, or another party to which the SWIFT Group has access.
- 23.3 Confidential business information should not be disclosed to anyone not necessary within the SWIFT Group, anyone outside the SWIFT Group, family members unless the disclosure is:
- (a) Properly authorised;
 - (b) In connection with a clearly defined, legitimate business need;
 - (c) Subject to a written confidentiality agreement duly executed by the Group Chief Executive Officer.

24. Data Protection and Privacy

- 24.1 Compliance with SWIFT policies and applicable laws on the protection of personal privacy, including the protection of personal data is a mandatory requirement.
- 24.2 Personal data or information broadly refers to any information that identifies or relates to an identifiable person. You must:
- (a) Only access, collect and use personal information that you need and are authorised to see for legitimate business reasons;
 - (b) Disclose personal information only to authorised persons who have a legitimate business reason to know the information and who are obliged to protect it;
 - (c) Securely store, transmit and destroy personal information in accordance with applicable policies and laws; and
 - (d) Promptly report any actual or suspected violations of SWIFT Group policies or other risks to personal information to compliance@swiftlogistics.com.my.

25. Insider Dealing, Trading and Transactions

- 25.1 You may in the course of performing your job function, be acquainted with certain confidential information that qualifies as "material non-public information" about SWIFT Group, its customers, suppliers or business partners or any other third party. Information is "material non-public information" when it:
- (a) has not been widely disseminated to the public, and
 - (b) is information that a reasonable investor would consider important in making a decision to buy or sell a particular security.
- 25.2 You are required to observe the confidentiality obligation by not disclosing material non-public information to anyone outside of the SWIFT Group, including family members and friends. Confidential "material non-public information," includes SWIFT Group's financial records and business strategies.
- 25.3 You should not transact SWIFT's securities, or the securities of another company involved with the SWIFT Group based on material, non-public information you have obtained about SWIFT or that company. This prohibition on trading applies to all transactions in SWIFT's securities, including purchasing or selling SWIFT's securities, exercising options, and increasing or decreasing your investment in SWIFT.
- 25.4 You must protect the confidential business information of the SWIFT Group and its counterparties, and never use it for your own benefit or the benefit of other persons-especially not to trade in shares or other securities or to recommend or cause a third-party to do so.
- 25.5 You are also required to abide by all applicable laws on securities market abuse, which involves spreading false information or engaging in activities designed to manipulate the market for publicly traded securities.

26. Intellectual Property

- 26.1 The SWIFT Group's intellectual property is an invaluable asset and must be protect at all times. Intellectual property includes SWIFT's trademarks, brands, package designs, logos, copyrights, inventions, patents, and trade secrets. We should never allow a third party to use our trademarks or other intellectual property without proper authorisation or a license agreement that has been approved or executed by the Group Chief Executive Officer. We should always protect SWIFT's trademarks from being used in a degrading, defamatory or otherwise offensive manner.
- 26.2 SWIFT intellectual property includes employees' work product. Any work you create, in whole or in part, in connection with your duties, and/or using SWIFT's time, resources or information, belongs to the SWIF Group. For example, inventions, ideas, discoveries, improvements, artwork, processes, designs, software, or any other materials you may help to create or author in connection with your work for SWIFT belongs to the SWIFT Group.

You should promptly disclose any inventions related to the SWIFT Group business, so that it may receive the same protection as other intellectual property of the SWIF Group.

27. Third Party's Intellectual Property

- 27.1 You must comply with all laws, regulations, and contractual obligations regarding the valid intellectual property rights of other parties, including patents, copyrights, trade secrets and other proprietary information. You may not knowingly infringe on the protected intellectual property rights of other parties.

(F) PUBLIC COMMUNICATIONS

28. Public Disclosures

- 28.1 It is a legal obligation to provide accurate reporting on SWIFT's business, earnings, and financial condition. The disclosures in our public communications, regulatory disclosures and reports submitted to Bursa Malaysia Securities, to the Securities Commission Malaysia and to other governmental agencies must always be complete, fair, accurate and timely.
- 28.2 The preparation of the SWIFT Group financial statements, relied upon certifications must always be based on SWIFT Group's financial policies, SWIF Group's internal controls and generally accepted accounting principles.

29. Public Statements

- 29.1 You are not authorised to speak for or on behalf of the SWIFT Group whether in your personal or official capacity, either orally or in writing or in any form (including on social media websites) make or circulate any public statement on the policies or decisions of the SWIFT Group or discuss publicly any measure taken by the SWIFT Group or any official matter taken or carried out by you, unless you are duly appointed or authorised to make such statement on behalf of the SWIFT Group.
- 29.2 "Public statement" or "discuss publicly" includes making of any statement or comment to the press, magazines, periodicals or the public or in the course of any lecture or speech or the broadcasting thereof by sound, vision, video or electronic means. This is also applicable to every kind of correspondence including mail, electronic documents, instant messages, websites, social media tools, blogs, paper documents, facsimile, voice and voicemail recordings.

30. Publication of Materials

- 30.1 You will not publish or write any books or other works which are based on the SWIFT Group's assets and confidential information as described in Section (C) and (E) respectively, without written permission from the Group Chief Executive Officer.
- 30.2 The granting of permission will always be subjected to the following:
- (a) The proposed publication will not state or imply that it has received official support from the SWIFT Group; and
 - (b) the proposed publication will not bear the words "SWIFT approved publication" or to similar effect, which may be construed that the publication has been agreed to or approved by the SWIFT Group.

31. Information Technology, Information System and Social Media

- 31.1 The SWIFT Group information technology systems are a key component of the SWIFT business operation and are provided for authorised business purposes.

- 31.2 The use of the systems must comply with the SWIFT Group Information Technology Policy.
- 31.3 You may engage in reasonable incidental personal use of phone, email, and the internet as long as such usage does not:
- (a) Consume a large amount of time or resources;
 - (b) Interfere with your work performance or that of others;
 - (c) Involve illegal, sexually explicit, discriminatory or otherwise inappropriate material;
 - (d) Relate to outside business interests; and/or
 - (e) Violate the SWIFT CCBE or any SWIFT Group policy.
- 31.4 The SWIFT Group management reserves the rights to monitor, record, disclose, audit, and delete without prior notice the nature and content of an employee's activity using SWIFT Group's email, phone, voicemail, internet, and other system, to the extent permitted by the law.

PART 4

Antitrust and Competition Law

32. Competition Law and Fair Business Practices

- 32.1 You must ensure that your actions towards business partners (e.g., customers and suppliers), competitors and governmental authorities at all times reflect fair and proper business practices and are in compliance with the laws and regulations governing free and fair competition and monopolies.
- 32.2 An employee whose behaviour suggests an illegal anti-competitive activity against the SWIFT Group policy or is found participating in the violation of competition rules will be treated as misconduct and should expect to face disciplinary action.

PART 5

Duty to Serve Diligently

33. Outside Employment or Business Activities

- 33.1 As an employee of the SWIFT Group, you should devote your time and attention to the fulfillment of your employment obligations to the SWIFT Group. You should not be involved in another employment or gainful activity (full-time or part-time) or in business activities in whatever capacity without the express written permission from the Group Chief Executive Officer or the GHRA.
- 33.2 If you are already engaged in any other gainful activity either directly or indirectly, in the management or business activities of any other company or companies, firms, corporations or other business activities, you should disclose your activity to the SWIFT Group management or GHRA.
- 33.3 Permission granted:
- (a) May be subjected to satisfying SWIFT that such activity will not interfere with or compromise the proper performance of your duties or the fulfillment of your obligations to SWIFT.

- (b) May be withdrawn at any time at the sole discretion of the SWIFT Group without the need for assigning any reason thereof. You will fully indemnify SWIFT Group and will not hold SWIFT Group liable for any repercussion arising from such decision to withdraw the permission previously granted.

34. Public Service and Activities Outside of the SWIFT Group

- 34.1 An Employee is not allowed to be a member of government, quasi-government and statutory bodies, or an office bearer or member of councils or committees of trade or other associations, unless written permission from the GHRA is obtained and upon satisfaction of certain criteria.

35. Participation in the Media

- 35.1 As an employee of the SWIFT Group, you should not participate in any form of advertisement or broadcasting whether in the newspapers, magazines, radio or television or any other media, without prior written consent from GHRA.

36. Literary Contribution

- 36.1 As an employee of the SWIF Group, you may be allowed to contribute literary or academic articles to any publications (for example newspapers, magazines, or journals), provided that prior written permission from GHRA is obtained.

PART 6

Duty to Disclose

37. Duty to Report Breaches and Violations

- 37.1 All report on findings or suspected finding of another person subject to this CCBE may have committed or may be about to commit any breach of any of his/her terms and conditions of service, of his/her engagement, or of this CCBE, or to violate other SWIFT Group policies or procedures or applicable law, whether deliberately or through inadvertence should be made by way of the SWIFT disclosure form and submitted to compliance@swiftlogistics.com.my as provided in the SWIFT Whistle Blowing Policy.
- 37.2 A report or disclosure made in good faith, belief, without malicious intent, that a breach or violation as aforesaid may have occurred or may be about to occur, will not penalise the disclosing personnel/whistleblower or be subjected to any form of victimisation or retaliatory action notwithstanding that, after investigation, it is shown that disclosing personnel/whistleblower was mistaken. Any form of reprisal including blatant actions, such as firing, transferring, demoting or publicly attacking someone, and more subtle retaliation, such as avoiding someone, leaving him or her out of professional or social activities, and so on by a person subject to this CCBE against another person who in good faith and without malicious intent is forbidden and will itself be regarded as serious misconduct rendering the person engaged in the reprisal liable for disciplinary action.

PART 7

Disciplinary Process and Sanctions

38. Good Conduct and Disciplinary Process

- 38.1 All employees are expected to adopt discipline, good conduct, and decorum amongst the employees of the SWIFT Group.
- 38.2 The term "SWIFT misconduct" means improper behaviour or an act or conduct in relation to duties or work which is inconsistent with the expected performance of obligations to the SWIFT Group and includes a breach of discipline or violation of this CCBE or the rules and regulations as set out in any handbooks, policies, or procedure statements or in any documentation of the SWIFT Group.
- 38.3 A person covered by this CCBE should: -
- (a) observe all statutory laws and regulations applicable to the SWIFT Group; and
 - (b) comply with but will not be limited to the SWIFT Group's established limits of authority, rules, and procedures.
- 38.4 Disciplinary action may be taken against any person covered by this CCBE for any misconduct or for non-compliance with the required laws, regulations, rules, and procedures.

SWIFT HAULAGE BERHAD

*Suite 8.02, Level 8, Intan Millennium Square 2,
No. 88, Jalan Batai Laut 4,
Taman Intan, 41300 Klang,
Selangor Daru Ehsan.*

www.swiftlogistics.com.my

RECEIPT AND ACKNOWLEDGEMENT

I, Staff No.
(if applicable), hereby confirm receipt of a copy of the SWIFT Code of Conduct and Business Ethics ("CCBE"), which I acknowledge I am required to read and follow.

Signature:

Date: