



CODE OF CONDUCT FOR BUSINESS PARTNERS

Name of Policy: Code of Conduct for Business Partners

Version: 1

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First published on 16 April 2024

1.0 Introduction

- 1.1 The Code of Conduct for Business Partners (CCBP) establishes a set of obligations on business and ethical practices, and professional conduct expected of all Business Partners engaging or working with Swift Haulage Berhad, its subsidiaries and/or associated companies (SWIFT).
- 1.2 The CCBP shall apply to all contractors, consultants or any person including their employees, agents, suppliers, and sub-contractors (representatives). SWIFT expects all Business Partners to comply with the CCBP when engaging with SWIFT and throughout its conduct of business with SWIFT.
- 1.3 All Business Partners are required to complete the **“Declaration of Interest” (Appendix 1)** which is the Business Partners’ declaration to SWIFT on any potential or actual conflict of interest at the beginning of the procurement exercise. Appointed Business Partners are subsequently required to complete the **“Declaration of Integrity” (Appendix 2)** which is the Business Partners’ declaration of its compliance to the CCBP, the relevant laws and regulations.
- 1.4 Any enquiries relating to this CCBP can be forwarded to compliance@swiftlogistics.com.my.

2.0 The Principles of the Code

- 2.1 **Integrity and Good Ethics**
Business Partners shall be honest in all representation and be committed to the highest standard of ethical conduct and integrity.
- 2.2 **Accountability**
Business Partners shall be accountable for services rendered and goods provided and honour its commitment efficiently and timely in accordance with the agreed terms and conditions.
- 2.3 **Protection of Asset and Information**
Business Partners shall not at any time disclose SWIFT’s confidential information or data to any unauthorised party.
- 2.4 **Workplace Practices and Culture**
Business Partners shall comply with all applicable laws and regulations relating to work practices and environment.

3.0 Ethical Business Practices

The Business Partners shall abide by all applicable laws and regulations and uphold the highest standard of integrity and ethical conduct in all business interactions and dealings with SWIFT and these include:

3.1 Conflict of Interest

- a) Business Partners shall avoid any act or omission which may give rise to a conflict of interest in the discharge of the Business Partners' work arising from the agreement entered into with SWIFT.
- b) Business Partners shall not gain any improper advantage or preferential treatment in its relationship or dealing with SWIFT's employees.
- c) Business Partners shall declare to SWIFT if any of SWIFT's employees or family member/s having interest of any kind in the Business Partners' business. Business Partners shall also declare to SWIFT if they have any family relationship with any of SWIFT's employees in the past or present.
- d) If at any point of time, should there be any situation of an actual or potential conflict of interest and/or improper advantage, Business Partners shall promptly report of such situation to compliance@swiftlogistics.com.my.

3.2 Anti-bribery/Corruption

Business Partners are prohibited from:

- a) Directly or indirectly soliciting or accepting any form of bribery.
- b) Being directly or indirectly involved in activities such as extortion or facilitating, requesting for or receiving kick-backs.
- c) Offering any gratification of any kind whatsoever to SWIFT's employees and/or their family members as an inducement or reward in to obtain any advantage before, during or after the procurement process. This includes gifts, entertainment, special invitations, or functions.

3.3 Gift, Entertainment, Corporate Hospitality, Charitable Donation and Political Contribution

Business Partners and its representative must not offer gifts, entertainment or other incentives to any of SWIFT's employees, directors, family members or agents acting on the Business Partner's behalf directly or indirectly.

3.4 Misrepresentation

The Business Partners are prohibited from making any misrepresentation including on its capabilities for the purpose of securing procurement with SWIFT and with other entities by misrepresenting its capabilities in the services rendered or goods delivered to SWIFT.

4. Accountability

Business Partners must be accountable and honour the commitments made in accordance with the agreed terms and conditions of the contract made between the Business Partner and

SWIFT.

5. Protection of Assets including Information and Intellectual Properties

5.1 Confidentiality Obligation and Data Protection

- a) Business Partners must keep confidential all information made available by SWIFT related to the business and affairs of SWIFT (confidential information).
- b) Business Partners must not disclose or share any of SWIFT's confidential information to any person without first obtaining SWIFT's prior consent in writing.
- c) Business Partners must not disclose SWIFT's confidential information for any purpose except to the extent necessary to exercise its rights and perform its obligations under the contract with SWIFT and must first obtain written consent from SWIFT prior to disclosure.
- d) Business Partners must undertake to put in place appropriate controls, policies, and procedures to protect SWIFT's confidential information and prevent any information leakage.
- e) Business Partners must apply its best endeavour to ensure that its representatives comply with the obligation of confidentiality by SWIFT.
- f) Business Partners' obligation of confidentiality shall survive even after the termination or expiration of the engagement period with SWIFT.

5.2 Data Protection

Business Partners must comply with the relevant laws and SWIFT's policies in relation to the protection of personal privacy, including personal data.

5.3 Protection of Intellectual Property

- a) Business Partners must respect all intellectual property (IP) rights. Any transfer of technology and know-hows must be carried out in a manner that protects the intellectual property rights.
- b) Business Partners must only use software and technology which have been legitimately acquired and licensed, in accordance with its respective terms of use or license.
- c) Business Partners must comply with the IP rights belonging to SWIFT and all other relevant third parties. SWIFT views infringement of its IP rights as a grave matter and will take necessary legal action to protect its IP rights.

5.4 Restriction on Making Public Statement and Providing Reference

Business Partners are prohibited from making or circulating any public statement on content related to the business or affairs of SWIFT including making reference to SWIFT's name for marketing purposes.

6. Workplace Practices and Culture

Business Partners must comply with all applicable laws, regulations and SWIFT's policies relating to work practices and environment including the following:

6.1 Professional Workplace Environment and Employment Practices

- a) Business Partners must behave and dress in a professional manner and reflects SWIFT's professional image at all times in the course of performing its duties pursuant to the contract with SWIFT.
- b) SWIFT does not tolerate harsh, inhumane treatment on any of SWIFT or the Business Partners' employees, child labour, any form of discrimination and any substance abuse on SWIFT's premises or during the performance of the Business Partners' contractual obligation.
- c) Business Partners must use SWIFT's infrastructures and facilities responsibly at all times.

6.2 Safety and Health

- a) Business Partners will be responsible for the safety of all persons who may be affected by all activities during the performance of its work and/or services which must comply with SWIFT's safety regulations and procedures.
- b) Business Partners must ensure all works and/or services carried out are in compliance with all safety, health and environmental regulations and guidelines of Malaysia at all times.
- c) Business Partners must comply with all applicable Local Authority's requirements and regulations. All required permits and records must be obtained, kept and properly recorded.
- d) Business Partners are encouraged to supply less environmentally and socially damaging products taking into account all phases of the products' lifecycle i.e. production, transportation, maintenance and disposal.

6.3 Security and Access

- a) Business Partners must ensure compliance with SWIFT's security policies and procedures while operating on SWIFT's premises.
- b) Business Partners must provide sufficient information to SWIFT for the purpose of security vetting of its representative and will comply with all reasonable

requests for further documents or information.

- c) Business Partners must display SWIFT's security passes at all times while on SWIFT's premises.
- d) Business Partners and its representatives are only permitted to access areas for which they have been authorised to access and necessary for the performance of their work or services.

7. Environmental Practices

Business Partners are to comply with all existing legislation and regulations relating to environmental protection. SWIFT encourages and supports Business Partners who implement effective and innovative environmental policies such as:

- i. Minimisation of waste;
- ii. Recycling practices both at Business Partners' premises as well as at client location;
- iii. Proper disposal of hazardous materials;
- iv. Use of non-toxic chemicals;
- v. Responsible use of natural resource; and
- vi. Sustainable practices.

8. Whistleblowing or Reporting of Potential Breach

Any party or Business Partners with knowledge of a potential or questionable breach of this CCBP should raise those concerns in confidence via email to compliance@swiftlogistics.com.my

APPENDIX 1

DECLARATION OF INTEREST BY BUSINESS PARTNERS TO SWIFT HAULAGE BERHAD, ITS SUBSIDIARIES AND/OR ASSOCIATED COMPANIES

1. This declaration of interest is made to Swift Haulage Berhad, its subsidiaries and/or associated companies (SWIFT) pursuant to

<Type of Contracts/ Services being Procured>

2. I/We _____
<individual name/company name> (Business Partners)

<NRIC/Company Registration No.>

declare and confirm the following:

- (a) ☐ Our shareholders/directors/personnel holding key management function and their close family members (refers to spouse, children and their spouses, parents, siblings, in-laws and siblings, spouse and their children) do not have any relationship with any employees of SWIFT;

or

- (b) ☐ The following shareholders/directors/personnel holding key management function has a relationship with an employee of SWIFT or members of the Board of Commission, by virtue of their close family members position. Details are provided below:

| No | Name | Relationship with Business Partners | Relationship with SWIFT |
|----|------|-------------------------------------|-------------------------|
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- (c) I/We, including our shareholders/directors/personnel holding key management functions and their close family members do not have any interest that could be in conflict with my/our work with SWIFT;
 - (d) For the duration of the engagement that I/we enter with SWIFT, I/we shall not do any act or commit any omission which may give rise to a conflict of interest in the discharge of my/our work in relation to the engagement entered into with SWIFT;
 - (e) I/We agree to be bound by SWIFT's Business Partners Code of Conduct and warrants that no conflict of interest exists or likely to arise in the performance of its obligations under the engagement;
 - (f) I/We declare and affirm that the contents of this declaration are true and correct.
3. In the event that a situation of an actual or potential conflict of interest arises after the date of this declaration, I/we shall immediately disclose to SWIFT. Upon such disclosure, I/we agree that SWIFT may take any action as it deems fit with regard to the Business Partners' existing or potential dealings, arrangements or agreements with SWIFT.
4. I/We acknowledge that the obligations in this declaration shall commence from the procurement exercise and survive throughout the engagement, including the termination and expiration of the engagement.

Acknowledgment of acceptance to the Declaration of Interest by:

Signature:

Witness signature:

Name of Company's
representative:

Name of Witness:

Designation:

NRIC/Passport:

Date:

Date:

APPENDIX 2

DECLARATION OF INTEGRITY TO SWIFT HAULAGE BERHAD, ITS SUBSIDIARIES AND ASSOCIATED COMPANIES (SWIFT)

1. This Declaration of Integrity is made to Swift Haulage Berhad, its subsidiaries and associated companies (SWIFT) pursuant to:

the _____ (Agreement) signed between

[Name of Business Partners] (Business Partners)

[Company No.] (Company) and SWIFT on

[Date of Agreement].

2. Business Partners hereby declare that it has read and fully understood the contents of SWIFT's Code of Conduct for Business Partners (CCBP) and acknowledge that:
 - (a) The CCBP forms part of the Agreement/Contract and is binding on the Company and/or its representatives; and
 - (b) The CCBP may be amended by SWIFT from time to time as may be notified to the Company by SWIFT.
3. In line with the Agreement and the CCBP, the Business Partners hereby declares that it shall, including its representatives:
 - (a) Comply with relevant laws, rules and regulations as well as SWIFT's policies, internal procedures before, during and after the duration of the Agreement;
 - (b) Exercise reasonable care and due diligence to avoid any situations of potential and/ or actual conflicts of interests;
 - (c) Promptly inform SWIFT in writing of an actual or potential conflict of interest situation;
 - (d) Not gain improper advantage or preferential treatment in their relationship with SWIFT's employees;
 - (e) Inform SWIFT of the Business Partners' relationship with SWIFT's employees, upon having knowledge of existence of any relationship, which may influence the objectivity of the Business Partners' business conduct with SWIFT;
 - (f) Not make any misrepresentation of its capabilities in order to gain SWIFT's procurement or during its delivery of goods and services to SWIFT;
 - (g) Operate in a professional manner in the course of its dealings with SWIFT and while on SWIFT's premise; and
 - (h) Comply with SWIFT's security policies and procedures while providing services at SWIFT's premises.
4. Business Partners shall promptly inform SWIFT of any breach or alleged or suspected breach of the Agreement, including the CCBP and cooperate with SWIFT in any investigation of such breach involving the Business Partners' representatives or SWIFT's employees.

5. Business Partners acknowledges that SWIFT has the right to take any action as it deems fit if the Company and/or its representative is found to have breached any requirements in the Agreement, CCBP or any other terms and conditions imposed pursuant to the Agreement. Such actions include:
 - (a) Suspension or termination of contract;
 - (b) Deduction of any amount of money paid or promised to be paid;
 - (c) Requiring the Business Partners to substitute any representative who breaches the CCBP or acting inconsistent with the CCBP; or
 - (d) Disqualify the Business Partners from participating in any tender or procurement exercise.
6. If there are any individuals, including any employee of SWIFT who solicit, receive or agree to receive any gratification of any kind whatsoever for himself, herself or for other persons on the account of those individuals doing or forbearing to do anything in respect of any matter related to the procurement, the Business Partners shall raise this matter via email to compliance@swiftlogistics.com.my
7. The Business Partners acknowledges that the obligations in this declaration shall commence from the procurement exercise and survive throughout the Agreement/contract, including the termination and expiration of the Agreement.

Acknowledgment of acceptance to the Declaration of Integrity by:

**Authorised
Signature:
Name of Company's
Designation:
NRIC:
Date:**

**Witness signature:

Name of Witness:
Designation:
NRIC:
Date:**