

TITLE	SUPPLIER CODE OF CONDUCT
DATE OF REVISION	07TH APRIL 2021
VERSION NO.	2.0



GENTING MALAYSIA BERHAD
(198001004236)

SUPPLIER CODE OF CONDUCT

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Purpose and Scope of the Code

Genting Malaysia Berhad (GENM) is committed to the highest standards of ethical conduct, social and environmental responsibility. GENM requires its suppliers to operate in accordance with the principles in this Supplier Code of Conduct (“Code”) and in full compliance with all applicable laws and regulations.

This Code outlines GENM’s expectations for its suppliers conduct referencing to labour and human rights, health and safety, environmental protection, ethics and management practices. GENM practices zero tolerance approach against all forms of corruption and bribery, and uphold all applicable laws in relation to anti-corruption and anti-bribery. This Code applies to the supplier and their employees, contractors, agents and related entities (collectively, the “Supplier”) providing goods and/or services to GENM.

Any violations and/or non-compliance with this Code shall be taken seriously and may result in, among others, termination of your contract with the Company. Additionally, Suppliers are subject to loss of access privileges, unsatisfactory performance evaluation, sanction, accountability in a court of law including civil and/or criminal prosecution.

1. Ethic

The Supplier shall always be ethical in every aspects of its business.

1.1 Business Integrity

The Supplier shall not engage in any and all forms of bribery, corruption, extortion and embezzlement. All business dealings should be transparently performed and reflected in the Supplier’s books and records.

1.2 Disclosure of Information

The Supplier shall disclose information regarding its business activities, structure, financial situation and performance in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentations of conditions or practices in the supply chain are unacceptable.

1.3 Intellectual Property

The Supplier shall respect intellectual property rights and manage technology and knowhow in a manner that protects intellectual property rights.

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1.4 No Improper Advantage

The Supplier shall not offer or accept bribes or other means of undue or improper advantage. The Supplier shall observe local custom with respect to gifts, although the value of such offers should never be considered material enough to influence business decisions or to violate applicable regulations.

1.5 Community Engagement

The Supplier is encouraged to help foster social and economic development and contribute to the sustainability of the communities in which it operates.

1.6 Food Safety

The Supplier shall provide GENM with high quality products, ingredients and services that meet all applicable quality and food safety laws, standards and regulations. The Supplier must demonstrate that they have strong food-safety and quality management practices. The Supplier must immediately report to GENM any concerns about food safety.

2. Labour and Human Rights

The Supplier shall uphold the human rights of its workers and treat them with utmost dignity and respect. GENM adopts a zero tolerance towards human trafficking, slavery or child labour. This applies to all the Supplier's workers (including but not limited to employees, and temporary, migrant, student and contract workers). Specifically, the Supplier agrees:-

- (i) will not employ any worker younger than the local legal minimum age for employment or the age for completing compulsory education (and will in no event employ anyone under fifteen (15) years of age, even if legal to do so), provided that if any person younger than eighteen (18) years of age is employed in the manufacturing, production, packaging or distribution of any product, Supplier shall, and shall cause any manufacturer or other owner of any facility/factory used to produce the product or any component thereof to, comply with any Laws and Standards applicable to such person;
- (ii) will only employ persons whose presence is voluntary (i.e., no forced or involuntary labour, whether prison, bonded, indentured or otherwise, will be used, and no passport, driver's license, identity card or other document without which a worker may not be legally free or able to leave the premises, will be confiscated or otherwise physically held by Supplier or any manufacturer; all workers must at all times be legally free and able to leave the premises of such factory/facility);

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- (iii) will treat each worker with dignity and respect and will not use threats of violence or corporal punishment (or other forms of physical, mental, sexual, psychological or verbal harassment or abuse), nor will any of the foregoing be condoned or permitted by any agent, contractor, employee or worker of Supplier or any manufacturer against any other agent, contractor, employee or worker of Supplier or any manufacturer;
- (iv) will not discriminate or provide special treatment in hiring and employment practices, including salary, benefits, advancement, discipline, termination, or retirement, on grounds of race, religion, age, nationality, social or ethnic origin, political opinion, sexual preference, disability or gender;
- (v) shall comply with laws and regulations governing minimum wages, maximum hours of work, piece rates and other elements of compensation, and overtime pay, shall provide legally mandated benefits, shall pay all compensation on time and, in any event, no more than one payroll cycle in arrears, and shall not deduct any amount from any worker's compensation except as statutorily provided (if local laws do not provide for overtime pay, Supplier or any manufacturer shall pay at least regular wages for overtime work; in addition, except with GENM's prior written consent, (a) Supplier or any manufacturer will not require workers to work more than the lesser of (1) 48 hours per week and 12 hours overtime or (2) the limits on regular and overtime hours allowed by local law, or, where local law does not limit the hours of work, the regular work week in such country plus 12 hours overtime, (b) workers will be entitled to at least one day off in every seven-day period, and (c) where local industry standards are higher than applicable legal requirements, Supplier will meet the higher standards);
- (vi) shall not require any worker to pay or reimburse Supplier or any manufacturer for any recruitment fees, and shall not deduct any recruitment fees from any worker's compensation, except as statutorily provided.

3. Health and Safety

3.1 The Supplier shall uphold a safe and healthy work environment. The Supplier shall comply with all laws, regulations and rules governing employee occupational health and safety in the jurisdiction where they operate.

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3.2 Occupational Health, Safety and Hazard Prevention

The Supplier shall identify, evaluate and manage occupational health and safety hazards through a prioritized process of hazard elimination, engineering controls and/or administrative controls. The Supplier shall provide workers with job-related, appropriately maintained personal protective equipment and instructions on its proper use.

3.2 Emergency preparedness

The Supplier shall ensure that potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

3.3 Physically Demanding Work

The Supplier shall ensure that worker exposure to the hazard of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

3.4 Working and Living Conditions

The Supplier shall provide workers with reasonably accessible and clean toilet facilities, portable water and sanitary food preparation, storage facilities and eating facilities. The Supplier shall ensure that all workers have clean and safe dormitories with reasonable living space.

3.5 Industrial Hygiene

The Supplier shall ensure that workers' exposure to chemical, biological and physical agents is to be identified, evaluated and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment.

4. Environment

The Supplier should adhere to environmental laws and practices including but not limited to waste disposal, pollution of all kinds, air emissions etc. The Supplier shall at all times be committed to be environmental friendly in their business practices.

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4.1 Environmental Permits and Reporting

The Supplier shall comply with the reporting requirements of applicable permits and regulations. All required environmental permits and current records shall be obtained, and kept in proper records.

4.2 Pollution Prevention and Resource Reduction

The Supplier shall ensure to conduct their operations in a way that reduces their impact on the environment, particularly in the areas of water use, energy use, greenhouse gas emissions and water disposal. Waste of all types including energy and water, raw and processed materials are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, conservation, material substitution, recycling materials.

4.3 Product Content Restrictions

The Supplier shall adhere to all applicable laws and regulations and customer requirements regarding prohibition or restriction of specific substances including labelling for recycling and disposal.

4.4 Air Emissions

The Supplier shall ensure air emissions of volatile organic chemicals, corrosives, aerosols, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge according to all applicable laws and regulations.

4.5 Wastewater and Solid Management

The Supplier shall ensure that wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be characterized, monitored, controlled and treated as required prior to discharge or disposal according to all applicable laws and regulations.

5 Anti-Corruption and Anti Bribery

The Supplier warrants that it has not made or ordered any payment, taken any action, or directed any person to make any payment or take any action, and/or that it will not make or order any payment, take any action, or direct any person to make any payment or take any action, that violates or could violate the United States of America Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, the Malaysian Anti-Corruption Commission Act 2009 or any laws in Malaysia or any other jurisdiction

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that prohibits bribery and corrupt practices, including but not limited to the unlawful direct or indirect payments to governments, government officials, public bodies, public officials, political organizations, or political officials.

6 Compliance with Laws

- (i) The Supplier shall not directly or indirectly employ, engage and/or hire any persons below the age of 21 or any entities likely to employ, engage and/or hire any persons below the age of 21 to perform and deliver any of the Services for and/or on behalf of the Supplier if the Site is within the casino premises of the Resort. The Supplier acknowledges and agrees that Genting Malaysia Berhad and/or its holding, subsidiaries, related and associated companies (collectively “GENM”) will not issue and, if already issued, will recall any worker permit and/or visitor permit to any person below the age of 21 if such persons are to perform and deliver any works within the casino premises of the Genting Highlands Resort.
- (ii) The Supplier represents and warrants that it and its Employees are not of a notorious or unsavoury reputation and that none of the Employees which are performing and delivering the Services have been convicted of any criminal offences and/or are associated with or support subversive movements. The Supplier shall immediately notify GENM in the event of a breach or likely breach of the foregoing representations and warranties

7 Personal Data Protection

The Supplier will comply with all applicable privacy and personal data protection laws and regulations. The Supplier may be required to provide to GENM personal data (as defined in the Personal Data Protection Act 2010) of its directors, officers, employees, servants, staff, contractors, agents, representatives, contact persons and/or any third party(ies) (collectively referred to as the “3rd Parties”) prior to conclusion, during the Term or after the termination or expiration of the Supply Agreement for such purposes as the Supplier may deem fit in its absolute discretion. The Supplier confirms, represents and warrants that by providing the personal data of any 3rd Parties to GENM, the Supplier has already obtained the consent of the relevant 3rd Parties to the usage and processing of his or her personal data by GENM in accordance with the Notice attached as **APPENDIX A** and also GENM’s personal data processing statement (privacy policy); including but not limited to the 3rd Parties’ consent to allow the GENM to disclose their personal data to other third party(ies) for the purpose of performing or discharging the obligations, responsibilities or liabilities of GENM under this Supply Agreement, any other agreement(s) and/or in relation to the requirements of any law or legal proceedings.

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8 Whistleblowing

Genting Malaysia Group has put in place a Group-wide Whistleblower Policy to uphold the highest standards of professionalism, integrity and ethical behaviour in the conduct of its business and operations. The said policy can be found at the Company's corporate websites – www.gentingmalaysia.com

The policy sets out procedures which enables members of the public to raise genuine concerns regarding actual or suspected unethical, unlawful, illegal, wrongful or other improper conduct and also sets out the process for managing any action, intimidation or harassment against a whistleblower.

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APPENDIX A

PERSONAL DATA PROTECTION NOTICE **(for Vendors/Suppliers/Contractors)**

This Personal Data Protection Notice (“**Notice**”) describes how Genting Malaysia Berhad (the “**Company**”) and Group uses your Personal Data and/or the Personal Data of your Personnel.

In the event of any conflict between the English and other language versions of this Notice, the English version shall prevail. This Notice shall be available on the Company’s website [www.gentingmalaysia.com] (“**Website**”) whereby the Company shall have the right to modify, update or amend the terms of this Notice at any time by notifying you/placing the updated Notice on the Website. By continuing to communicate or engage with the Company upon receipt of this Notice (or following the modifications, updates or amendments to this Notice), such actions shall signify your acceptance of this Notice such modifications, updates or amendments (as the case may be).

1. Definition

- 1.1 “**Group**” means Genting Malaysia Berhad (Company No. 198001004236) and / or its holding company, subsidiaries, related and associated companies and companies using or may be using the brands of “Genting” and / or “Resorts World”, regardless whether such company(ies) are incorporated in or outside of Malaysia.
- 1.2 “**Personal Data**” means information about you and/or the Personnel, whether provided in the past, present or future, from which you and/or the Personnel are identifiable, (including but not limited to your and/or the Personnel’s name, qualifications, certifications, identification card number, passport number, gender, marital status, contact number, fax number, address, email, emergency contact numbers, bank account information, information about their designation in your company, information of their relationship with you, financial information), any information about you and/or the Personnel which you and/or the Personnel have provided to the Company pursuant to any communications, interactions, dealings, engagements, correspondences or contractual relationship between you and/or the Personnel with the Company and/or any information about the Personnel that has been or may be directly or indirectly collected, stored, used and processed by the Company from time to time in whatever manners.
- 1.3 “**Personnel**” means, whenever applicable, your directors, officers, employees, staff, contact persons, contractors, representatives, agents, consultants, advisors and/or such other third parties whose Personal Data have been provided to the Company for whatever reasons and in whatever manners arising from or in connection to the communications, dealings, engagements, correspondences or contractual relationship between you and the Company

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2. Collection of Personal Data

In addition to the Personal Data provided by you and/or the Personnel to the Company directly, the Company may also collect the Personal Data of the Personnel from a variety of sources, including from application forms, registration forms, and/or other similar forms, credit reporting agencies, company searches, corporate documents that may contain the personal data of the Personnel or when the Personnel interact, deal, engage and communicate with the Company.

3. Applicability of the Notice

By signing the Suppliers Compliance Policy Letter and/or by continuing to communicate or engage with the Company upon receipt of this Notice (or following the modifications, updates or amendments to this Notice), you hereby warrant and represent to the Company that you are in compliance with the applicable privacy and personal data protection laws and regulations; including without limitation to the following (whichever is applicable):

- 3.1 that you and/or the Personnel have read and understood the contents of this Notice; and
- 3.2 the you consent and/or the Personnel has granted their consent for the Company to use and process your Personal Data and/or the Personal Data in the manner as identified in this Notice.

4. Purposes of Processing

4.1 Provision of your Personal Data and/or the Personal Data of the Personnel is mandatory for the Purposes outlined in Section 4 below. If you and/or the Personnel do not provide the Personnel's Personal Data to the Company, the Company will not be able to contract with you or engage you.

4.2 The Company may use and process the Personal Data of the Personnel for the purposes relating to the business and activities of the Company which shall include, without limitation the following (“**the Purposes**”):

- (a) for purposes of performing any contract between you and the Company,
- (b) for purposes of entering into a contract with the Company or in furtherance of you seeking to enter into a contract with the Company;
- (c) to process your application for credit facilities;
- (d) to facilitate or enable any credit evaluations and credit risk checks as may be conducted by the Company which may occur from time to time;
- (e) to facilitate the enforcement of your contractual obligations with us, amongst others, including but not limited to any default in payment of any outstanding monies owing to the Company and/or to ensure you maintain a good credit rating or standing with the Company;
- (f) to comply with applicable laws and to assist with any government agencies or bureaus or bodies including for the purposes of any investigation;
- (g) to register you as the Company's business partner;
- (h) to contact or to communicate with you and/or the Personnel;
- (i) to process your participation and/or the participation of the Personnel in any activities or events organised by the Company;

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- (j) to communicate with you and/or the Personnel for the purposes listed in this Notice by way of telephone, post and/or by email and to respond to questions, comments and feedback from you and/or the Personnel;
- (k) for internal operation and administrative purposes;
- (l) for internal and external investigations and legal proceedings (ether criminal or civil), within and outside of Malaysia;
- (m) in the event of any corporate restructuring of the Company including any mergers, acquisitions, takeovers;
- (n) to assist with any government agencies or bureaus or bodies including for the purposes of any investigation, whether within or outside of Malaysia;
- (o) for regulatory approvals and compliance;
- (p) for compliance with laws within and outside Malaysia and any amendments in force; and
- (q) for such other purposes as may be required or permitted by laws within and outside Malaysia, including laws relating to evidence.

5. Marketing and promotional purposes

- 5.1 The Company may also use and process your Personal Data and/or the Personal Data of the Personnel for marketing and advertising purposes such as to send the Personnel communications regarding the benefits, promotions products, facilities and services that are or may be offered by the Company, the Group or their business partners (“**Marketing Purpose**”)
- 5.2 By signing the Suppliers Compliance Policy Letter and/or by continuing to communicate or engage with the Company upon receipt of this Notice (or following the modifications, updates or amendments to this Notice), you and/or the Personnel is deemed to have granted their consent for the Company, the Group or their business partners unless you and/or the Personnel otherwise notify the Company by using the contact details stated in below.

6. Disclosure to Third Parties

- 6.1 The Personal Data may be transferred to, accessed by or disclosed to third parties for the Purposes or for Marketing Purposes. Further, the Company may engage other companies, contractors, advisors, agents, service providers or individuals (collectively referred to as the “**Third Parties**”) to perform functions on the Company’s behalf, and consequently may provide access or disclose the Personal Data of the Personnel to such Third Parties. The Third Parties referred to in this section include (without limitation):-
- (a) Consultants or service providers such as our maintenance contractors, IT service providers, data entry providers and courier service providers;
 - (b) The associated and related companies and companies under the Group;
 - (c) Marketing and advertising agencies;
 - (d) The Company’s professional advisors, including our legal advisors, auditors, accountants and consultants;
 - (e) Debt collection agencies if you default on your credit obligations; and
 - (f) Regulatory and governmental authorities in order to comply with statutory and government requirements.

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6.2 Your Personal Data and/or the Personal Data of the Personnel may also be shared in connection with a corporate transaction, such as a sale of a division, merger, consolidation, or asset sale, or in the unlikely event of winding-up.

7. Transfer of Personal Data

Your Personal Data and/or the Personal Data of the Personnel may be transferred to, stored, used and processed in a jurisdiction other than Malaysia for the Purposes and Marketing Purposes and/or may be transferred to, stored, used and processed in jurisdictions where the Company's other related entities, business units, holding and/or subsidiaries under the Group which are located outside of Malaysia for administrative purposes or as may be required by the laws of that jurisdiction, or where the Company's servers are located outside Malaysia. The Personnel understand and consent to the transfer of the Personal Data out of Malaysia as described herein.

8. Access & Correction Requests and Inquiries

8.1 Subject to any exceptions under applicable laws, you may request for access to and/or request correction of your Personal Data, request to limit the processing of your Personal Data for Marketing Purposes and/or make any inquiries regarding your Personal Data by writing to:-

Head of Department
 Regulatory Compliance Department, Genting Malaysia Berhad
 Address: Genting Highlands Resort, 69000 Genting Highlands, Pahang Darul Makmur, Malaysia
 Tel. No. :03-61059439
 Email: pdp@rwgenting.com

8.2 PLEASE NOTE THAT once you withdraw your consent and/or any of the Personnel withdraw their consent for the Company to process the Personal Data for the Purposes, the Company may consequently not be able to continue transacting, engaging or contracting with you.

8.3 In respect of your and/or the Personnel's right to access and/or correct their Personal Data, the Company has the right to refuse such requests to access and/or make any correction to the Personal Data for the reasons permitted under law, such as where the Company's expense of providing access to you and/or the Personnel is disproportionate to the risks to your, the Personnel's and/or another person's privacy. The Company reserves the right to impose a fee for access of your Personal Data and/or the Personal Data of the Personnel in the amounts as permitted under law.

9. Links to Third-Party Websites

The Website may contain links to third parties' websites. Please note that the Company is not responsible for the collection, use, maintenance, sharing, or disclosure of data and information by such third parties. If you provide information directly to such sites, the privacy policy and terms of service on those sites are applicable and the Company is not responsible for the information processing practices or privacy policies of such sites.

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10. Personal Information Other Individuals

In some circumstances you and/or the Personnel may have provided personal data relating to other individuals (such as your colleagues) and in such circumstances you represent and warrant that you are authorised to provide their personal data to the Company and you have obtained their consent for their personal data be processed and used in the manner as set forth in this NOTICE.