



# YONG TAI

## 永大集团

### CODE OF CONDUCT & BUSINESS ETHICS (CoBE)

	Name	Signature	Date
<b>Prepared By</b>	Gin Koh Head, Internal Audit		
<b>Reviewed By</b>	Boo Kuang Loon Chief Executive Officer		
<b>Approved By</b>	Subramaniam A/L A.V.Sankar, Audit Committee Chairman		
	Dato' Indera Syed Norulzaman Bin Syed Kamarulzaman, Audit Committee Member		
	Anthony Ang Meng Huat, Audit Committee Member		

#### **For the attention of the User**

Users may give feedback or present comments and recommendations on any aspect of this Document and address them to Internal Audit Department.

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**YONG TAI BERHAD (YTB)  
CODE OF CONDUCT AND BUSINESS ETHICS  
RECEIPT AND ACKNOWLEDGEMENT**

I, \_\_\_\_\_,

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

I will abide by the requirements and provisions set out in the Policy, as required  
by my employment contract.

Signature:

Date:

\_\_\_\_\_

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# **PART I**

# **CORE VALUE & CULTURE**

## **1. Application**

- 1.1 This Code of Conduct and Business Ethics (the "CoBE") is intended to apply to every employee of YTB group companies. It is also intended to apply to every director (executive and non-executive). Joint venture companies in which YTB is a non-controlling co-venture and associated companies are encouraged to adopt these or similar principles and standards.
- 1.2 Although this CoBE is specifically written for YTB group employees and directors, YTB expects that contractors, subcontractors, consultants, agents, representatives and others performing work or services for or on behalf of YTB group companies will comply with it in relevant part when performing such 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 CoBE may result in the termination of the non-complying party's relationship with YTB and other adverse consequences.
- 1.3 Where this CoBE calls for a report to a YTB unit or official, contractors, sub-contractors, consultants, agents, representatives or other service providers may, in lieu of contacting such unit or official, instead contact the Human Resource Dept, the contact details for which are set out at the back of this CoBE. Where this CoBE calls for a report to a Head of Department or the head of an operating unit to be made by a director of a YTB company, the report may instead be made to the company secretary for the relevant company.
- 1.4 The provisions of this CoBE may be amended or waived by YTB from time-to-time in YTB' sole discretion. YTB expects that waivers would only be granted in exceptional circumstances and then only in keeping with applicable law and YTB' policies and procedures. In some jurisdictions, the CoBE may be implemented through a Staff Handbook or similar manual or document, which may address additional matters beyond the scope of the CoBE.
- 1.8 This CoBE does not identify or set out every law, policy or procedure that may apply to you in the performance of your role. You are responsible for informing yourself concerning laws and other YTB policies and procedures that apply to you as a result of your role with YTB.

## **2. Corporate Values and Culture**

- 2.1 YTB is committed to the highest standards of integrity, openness and accountability in the conduct of the group's business and operations. YTB seeks to conduct its affairs in an ethical, responsible and transparent manner.
- 2.2 As an employee in the YTB group, you have a duty to serve YTB with good faith, fidelity, diligence and integrity. You are required to act in the best interests of YTB and to refrain from engaging in conduct or activities which may adversely affect the best interests of YTB.

## **2. Corporate Values and Culture (continued)**

You are at all times required to: -

- conscientiously maintain the highest degree of integrity,
- always exercise proper care and judgment,
- avoid conflicts of interest, and
- refrain from taking advantage of your position or exercising your authority to further your own personal interest at the expense of YTB.

You may not conduct yourself in a manner that might undermine or that is likely to destroy or seriously damage YTB' confidence and trust in you. These duties are without limitation on duties imposed on you by law.

2.3 YTB expects that, throughout your time of service as a YTB employee, you will: -

- a) serve with honesty and integrity, goodwill and courtesy;
- b) uphold the duty of care for the interests and reputation of YTB;
- c) display a high sense of discipline, cooperativeness and diligence in carrying out your duties;
- d) act consistently to maintain YTB' confidence and trust in you;
- e) comply with applicable laws, regulations and YTB policies and procedures.

## **3. Definitions**

3.1 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.

3.2 References to "you" in this CoBE refer to any person to whom this CoBE applies. Where more specific references are used (such as "employee"), the more specific reference is intended.

3.3 For purposes of this CoBE, the term "family/ household" includes your spouse(s), children (including stepchildren and adopted children), parents, step-parents, siblings, stepsiblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins, as well as other persons who are members of your household.

3.4 For purposes of this CoBE, the term "employee" means any person who is in the employment of YTB including but not limited to executives, non-executives, secretaries, secondees and individuals on direct hire.



**PART II**  
**DUTIES OF GOOD FAITH,  
FIDELITY, DILIGENCE  
AND INTEGRITY**

## **Part II A: CONFLICT OF INTEREST**

### **1. Duty Regarding Avoidance of Conflict of Interest**

1.1 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 YTB for his or her personal benefit, including the benefit of his or her family and friends.

A conflict of interest can make it difficult for an individual to fulfil his or her duties impartially and correctly. A conflict of interest can exist even if it results in no unethical or improper acts. Even the appearance of improper influence in your decision-making may be an issue. 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 YTB. You must therefore avoid conflicts of interest between your personal dealings and your duties and responsibilities in the conduct of YTB' business. In particular, the use of YTB office position, confidential information, assets and other YTB resources for personal gain, or for the advantage of others with whom you are associated, is prohibited.

1.2 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 YTB;
- b) when you are in a position to influence decisions that are to be made by YTB 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 YTB.

1.3 In certain instances, a conflict of interest that has been fully disclosed to YTB may be tolerated by YTB (for example, because measures are taken to ensure that it poses no risks to YTB). Any conflict situations should be cleared with your Human Resource Department (or, in case of directors, with the relevant company secretary). A failure to disclose fully the nature and scope of the conflict of interest may result in disciplinary action against you.

### **2. Involvement in Business Where You or Your Family/ Household Have a Direct or Indirect Interest**

2.1 You, the members of your family/ household and your or their nominees and trustees, and any account or entity over which you or they have influence or control, must not promote the formation of any business, firm, corporation or company and/or own, either directly or indirectly, shares or other forms of beneficial interest (hereinafter referred to as "Equity") in: -

- a) privately held entities which derive any income or receive any payment from contractual or other business arrangements with YTB;



## **2. Involvement in Business Where You or Your Family/ Household Have a Direct or Indirect Interest (continued)**

- b) privately held entities listed in YTB's lists of registered contractors, even if the entities concerned do not derive any income or receive any payment from contractual or other business arrangements with YTB; or
  - c) publicly held entities in which you or a member of your family/ household holds a greater than 1% ownership interest and with respect to which you have the authority to make decisions in the course of your work at YTB.
- 2.2 Should a situation arise (for example as a result of inheritance or marriage) whereby you (or a member of your family/household) become, directly or indirectly, the owner of Equity in any entities identified above, you will be considered to be in a potential conflict of interest situation and you will be under a duty, as soon as you become aware of the situation, to inform your Head of Department or your Human Resource Department (or, in the case of directors, the relevant company secretary) in writing of the circumstances. You must then consult with YTB concerning the most appropriate way of preventing or overcoming the conflict of interest. Following such consultation, YTB may give such instructions to you as it deems appropriate, which may include requiring you or other persons to dispose of the Equity in such entities.

Your failure to inform YTB when a conflict of interest (or potential conflict of interest situation as described above) becomes known to you and/or failure to comply with the requirements of YTB will be deemed to be a conflict of interest for which appropriate disciplinary action may be taken against you. Conflicts of interest and potential conflicts of interest which have been fully disclosed and which are formally permitted by YTB will not constitute violations of this CoBE.

## **3. Disclosures Giving Undue Advantage to Third Parties**

You must not be involved with the commission or omission of any act which gives an undue advantage to an outside party in its dealings with YTB without prior approval from YTB, whether or not such act or omission results in you obtaining a personal gain, benefit or advantage in business transactions or dealings involving YTB. Such prior approvals should be obtained through your Human Resource Department (or, in the case of directors, the relevant full board of directors). Giving an outside party confidential YTB information without appropriate authorisation in order to assist that party in securing YTB business or for any other reason will be considered a violation of this restriction.

## **4. Personal Transactions with YTB' Clients, Suppliers, Contractors and Vendors**

- 4.1 You may not, directly or indirectly, enter into transactions or dealings for the purchase or sale of any moveable or immovable property or for the supply or purchase of any service from any of YTB' clients, suppliers, contractors or vendors (or with their agents or representatives) with whom you have or are likely to have official dealings on behalf of YTB, other than transactions or dealings on such terms as are freely available to the general public.

#### **4. Personal Transactions with YTB' Clients, Suppliers, Contractors and Vendors (continued)**

- 4.2 If you, despite efforts to avoid transactions or dealings as aforesaid, are constrained nevertheless to act contrary to this prohibition, you must seek through your Head of Department or the head of your operating unit express written permission of YTB management for the conduct of such transactions or dealings, and must not proceed with them until such permission is obtained.
- 4.3 The granting of the aforesaid permission will be subject to you satisfying YTB that such transactions or dealings are not inconsistent with the due and proper performance of your duties or the fulfilment of your obligation to YTB.

### **Part II B: FIGHTING CORRUPTION AND UNETHICAL PRATICES**

#### **5. Solicitation, Bribery and Corruption**

- 5.1 An act of corruption by you has the effect of compromising the due and proper performance of your duties and the exercise of your authority, thereby undermining the integrity of the decision-making process and the decisions of YTB concerning its business and affairs.
- 5.2 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 YTB' affairs or business, or for showing favour or forbearing to show disfavour to any party in relation to YTB' affairs or business.
- 5.3 You may not 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 YTB' affairs or business, or for showing favour or forbearing to show disfavour to YTB in relation to YTB affairs or business, whether in the form of a facilitation payment, kickback, donation, fee or any other form.
- 5.4 You should satisfy yourself concerning the status and probity of any contractor, subcontractor, agent, consultant, representative or other person who you engage to act for or on behalf of YTB or in relation to YTB' affairs or business, and confirm that the relevant party understands and accepts YTB 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 YTB group.
- 5.5 Even the appearance of conduct prohibited by this Section 5, or any other measure that is unethical or that will tarnish YTB reputation for honesty and integrity, must be avoided. If you are unsure whether an action is permitted, seek guidance before acting.

## **5. Solicitation, Bribery and Corruption (continued)**

5.6 If you receive a request for a bribe or if you are offered a bribe, you must report it to your Head of Department or the head of your operating unit.

5.7 In this part, 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 YTB deals.

## **6. Receiving Facilitation Payments**

6.1 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 CoBE.

6.2 In this part, the term "facilitation payments" generally means payments made to secure or expedite the performance by a person performing a routine or administrative duty or function.

## **7. Prohibition on Commissions, Discounts and Secret Profits**

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

## **8. Receiving Gifts, Entertainment and Hospitality**

8.1 You are required to comply with the policies and procedures of your Human Resource Department relating to the receipt of gifts, entertainment and hospitality.

8.2 In no event, however, may you or any of your family/ household members accept gifts or entertainment in exchange for an exercise or non-exercise of your YTB authority or otherwise to the detriment of YTB.

## **9. Providing Gifts, Entertainment and Hospitality**

9.1 You are required to comply with the policies and procedures of your Human Resource Department relating to the giving of gifts, entertainment and hospitality.

9.2 YTB prohibits the giving of entertainment or gifts using YTB resources that are illegal or unduly dangerous, or indecent, sexually oriented or inconsistent with YTB' commitment to mutual respect, or for the purpose of improperly influencing someone to take action in favour of YTB or to refrain from taking action adverse to YTB.

## **10. Public Officials**

- 10.1 You are prohibited from offering gifts or entertainment other than in accordance with the policies and procedures of your Human Resource Department relating to the giving of gifts, entertainment and hospitality.
- 10.2 You are prohibited from offering gifts, entertainment and hospitality, including travel related expenses, to government officials or their family/ household members without permission from your Head of Department or the head of your operating unit in consultation with your HRD.
- 10.3 You are prohibited from paying for non-business travel and hospitality for any government official or his/ her family/ household members without permission from your Head of Department or the head of your operating unit in consultation with your HRD.
- 10.4 You must comply with local laws concerning lobbying in any jurisdiction in which YTB engages in lobbying activity. Prior to engaging in lobbying activities, you should obtain guidance from your Head of Department or the head of your operating unit.
- 10.5 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 Department or the head of your operating unit in consultation with your HRD.
- 10.6 Any agent, contractor, or other representative dealing with government officials on YTB' behalf must be evaluated and must be informed of the provisions of this CoBE relating to restrictions on bribery and gifts to public officials.

## **11. Money Laundering and Counterparty Due Diligence**

- 11.1 You must conduct appropriate counterparty due diligence to understand the business and background of YTB' prospective business counterparties and to determine the origin and destination of money, property, and services. You must report to your Head of Department or the head of your operating unit suspicious transactions or suspected incidents of money laundering or bribery. You should not try to investigate a case of money laundering or bribery yourself. Your Head of Department or the head of your operating unit, in consultation with other groups within YTB, generally will be responsible for decisions in this regard.
- 11.2 In this part, "money laundering" is generally defined as occurring when the 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.
- 11.3 You may not knowingly deal with criminals or the proceeds of a crime.

## **11. Money Laundering and Counterparty Due Diligence (continued)**

- 11.4 The amount, nature, purpose, and provider or recipient of any payment or transfer to or from YTB group companies must be accurately reflected in the books and records of the group.
- 11.5 You may not establish bank, securities trading or similar accounts in the name of YTB companies or for the benefit of YTB without proper authorisation from the Finance Department.

## **Part II C: ASSETS of YTB**

### **12. Protect YTB's assets & intellectual property**

#### 12.1 Protect YTB's information & assets

The Group values and protects all proprietary and confidential information and is committed to protecting its assets and resources. Directors and employees are expected to exercise reasonable care to safeguard the Group's assets to avoid any loss, damage, misuse or theft. In addition, we must safeguard proprietary, confidential information, plus personally identifiable information at all time to prevent harm to YTB, our shareholders, and individuals or other third parties that have trusted us with their information.

#### 12.2 Confidential Information

All Directors and Employees must exercise caution and due care to safeguard any information of a confidential and sensitive nature relating to the Group which is acquired in the course of their employment, and are strictly prohibited to disclose to any party, unless the disclosure is duly authorized or legally mandated. In the event that a Director or an Employee know of material information affecting the Group which has not yet been publicly released, the material information must be held in the strictest confidence by the Director or Employee involved until it is publicly released.

#### 12.3 Records management & control

All books, records and accounts must be controlled and maintained so that they are prepared on timely basis and conform to generally accepted and applicable accounting principles and to all applicable laws and regulations.

## **Part II D: FINANCIAL INTEGRITY**

### **13. Internal Controls and Procedures**

- 13.1 You must comply with all policies and procedures established from time-to-time to safeguard and support the integrity and accuracy of YTB's books and records and financial reporting. In this regard, you must not, for example: -
- a) conceal, alter, destroy or otherwise modify YTB 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);

### **13. Internal Controls and Procedures (continued)**

- c) establish accounts, companies or arrangements to circumvent or frustrate YTB' controls, policies or procedures;
  - d) fail to cooperate fully and truthfully with internal and external audits authorised by YTB; or
  - e) engage in any scheme to defraud anyone of money, property or honest services.
- 13.2 You must also comply with all policies and procedures established from time-to-time concerning the preparation, maintenance and disposal of YTB financial books and records.

## **PART II E: CONFIDENTIALITY**

### **14. Confidentiality Obligations**

- 14.1 The business affairs and records of YTB comprising business, technical, financial, legal, personnel and contractual records and documents comprising telegrams, e-mails, letters, maps, reports, drawings, calculations, specifications, forms, licenses, agreements or other documents or computer software or files of whatever nature and information as to formulae, processes and construction methods are all confidential information belonging to YTB. Such confidential information is strictly private and confidential and may not be utilised, discussed with, disclosed to persons inside or outside YTB, except by persons authorised to do so. All necessary precautions are to be taken by you with respect to the confidentiality of such confidential information.
- 14.2 You may not, either during or after your employment or engagement, disclose, or utilise without appropriate authorisation any such confidential information which may have come to your knowledge during your employment or engagement under any previous contract of service with YTB and you must, both during and after your employment or engagement, take all reasonable precautions to keep all such confidential information secret.
- 14.3 Except so far as may be necessary for the purpose of performing your duties you may not, without the consent of YTB, retain or make originals or copies of such confidential information or notices thereof, nor retain samples of specimens in which YTB may be or may have been interested and which have come into your possession by reason of your employment or engagement. If on termination of your employment or engagement you are in possession of any confidential information or any such samples or specimens as aforesaid, you will deliver forthwith the same on or before the date of cessation of your employment/ engagement to YTB without being asked, except insofar as consent to retain them has been given to you by YTB.
- 14.4 In the course of your relationship with YTB, you may have established contacts and relationships with YTB vendors, suppliers, contractors, principals and other business partners. You will not at any time during your relationship with YTB, or for a period of

#### **14. Confidentiality Obligations (continued)**

two years after the cessation of your relationship with YTB, whether by resignation or otherwise, make use of business opportunities arising from your relationship with YTB or cause or attempt to cause the diversion of such business opportunity from being exploited by YTB or cause or attempt to cause the termination of contracts, agencies or other business relationships of YTB without first obtaining the prior consent of YTB.

- 14.5 You will not at any time, after the cessation of your tenure with YTB, whether by resignation or otherwise, use YTB' confidential information in breach of your post-tenure obligations to maintain the confidence of such confidential information.
- 14.6 While YTB may hire persons, who have knowledge and experience in various technical areas, you must not on behalf or for the benefit of YTB employ people as a means of gaining access to the trade secrets and other sensitive proprietary information of others.

#### **15. Data Protection**

You must comply with YTB policies and applicable laws concerning the protection of personal privacy, including the protection of personal data.

#### **16. Insider Dealing**

- 16.1 You must protect the confidential business information of YTB 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.
- 16.2 You are required to abide by all applicable laws on insider dealing, which generally is when you trade in shares or other securities while in possession of material non-public information or when you share such information with someone else who then trades in those shares or other securities.

In particular, you must not deal in the securities of YTB group companies (or in other speculative dealings with regard to those securities) while in the possession of material non-public information. We expect all directors, employees, their respective families/ households and others whose relationships with YTB give them access to such information to comply with these principles, along with other laws, regulations and policies concerning the handling of confidential information. "Material non-public Info" is generally non-public information that a reasonable investor would consider important when deciding to buy or sell securities. The restrictions described here also apply to "price sensitive information" or other similar types of information in jurisdictions where the applicable insider trading laws make reference to those types of information.

- 16.3 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.

## **17. Third Party Intellectual Property**

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.

## **18. Publication of Materials**

18.1 Except with the written permission of YTB, you will not publish or write any books or other works which are based on YTB' confidential information as described in Section 14.1.

18.2 If permission is granted, it will be subject to the following conditions:

- a) the proposed publication will not be published in such a way as to state or imply that it has received official support or backing or sponsorship from YTB; and
- b) the proposed publication will not, under any circumstances, bear the words "YTB approved publication" or words to that effect, however phrased, that could be construed to suggest that the publication has been agreed to or approved by YTB.





**PART III**  
**WORKPLACE CULTURE AND**  
**ENVIRONMENT**

## **1. Working with one another**

### **1.1 Health & safety**

The Group strives to provide a safe, secure and conducive workplace environment. Every employee must diligently observe and comply with all Occupational Safety and Health laws and regulations of any country and the Group's environmental safety rules and regulations.

### **1.2 Sexual harassment & violence**

We will not tolerate and condone any form of harassment and violence. Any employee who believes that he/ she has been subjected to harassment can lodge a report to Group Human Resource who will be responsible to review the case and consider the appropriate course of action where applicable. Please refer to Group Human Resource for existing policy in this matter for appropriate guidance and compliance.

### **1.3 Respect, equal and non-discrimination**

Each of us will be treated with respect and dignity. The Group endeavour to provide equal opportunity to ensure that employment decisions are based on merits and performance without regard to race, religion, gender, age, nationality or disability, and shall not create any form of discrimination or prejudice in the workplace.

### **1.4 Dress Code**

All employees should be neatly, appropriately and decently attired during office working hours. All employees should comply with the rules established by YTB for the workplace.



**PART IV**  
**DISCIPLINE,**  
**CoBE ADMINISTRATION**

## **1. Importance of Good Conduct and Discipline**

- 1.1 The maintenance of discipline, good conduct and decorum amongst the employees of YTB is critical to the smooth running of its business or enterprise and is for the common good of YTB and its employees.
- 1.2 The term "misconduct" means improper behaviour or an act or conduct in relation to duties or work which is inconsistent with the due performance of obligations to YTB and includes a breach of discipline or violation of this CoBE or the rules and regulations as set out in any handbooks, policies or procedure statements or in any documentation of YTB.
- 1.3 The following acts may be treated as misconduct for which a person covered by this CoBE may be liable for disciplinary action, subject to the requirements of applicable law:
  - i. tardiness;
  - ii. absenteeism;
  - iii. insubordination;
  - iv. violent behaviour or threats of violent behaviour (includes assaults and fighting, whether with employees, clients, contractors, or visitors to YTB premises);
  - v. theft, fraud, misappropriation;
  - vi. being dishonest or conducting oneself in such a manner as to lay oneself open to suspicion of dishonesty;
  - vii. encouraging or assisting anyone to steal YTB's property;
  - viii. negligence, neglect or dereliction of duty;
  - ix. sleeping while on duty;
  - x. leaving the workplace during working hours without appropriate permission;
  - xi. sexual impropriety at the workplace;
  - xii. drug or alcohol abuse on the job or that affects your performance;
  - xiii. signing in or signing out attendance for other employees;
  - xiv. sexual harassment;
  - xv. obstructing other employees from performing their duties;
  - xvi. gambling within the premise of YTB;
  - xvii. non-observance of safety precautions or rules, or interfering or tampering with any safety devices installed in or about the premises of YTB;
  - xviii. engaging in any illegal or unethical practices such as taking or giving bribes or receiving any illegal gratification whether in monetary terms or otherwise;
  - xix. misuse of YTB's computer and telecommunications systems (e.g., excessive accessing of non-work-related internet sites (such as social networking websites), accessing of pornographic sites and deliberate tampering with or unauthorised use of computer hardware or software);
  - xx. breaching any policies or prohibitions set out within this CoBE;
- 1.4 The above list of types of misconduct is not to be taken as exhaustive and, for the avoidance of doubt, the said list does not detract from the meaning of misconduct as set out in Section 1.2 of Part IV above.

## **2. CoBE Administration**

### **2.1 Reporting of violations of the CoBE**

Seek advice when you are unsure of an appropriate legal or ethical course of action. You are encouraged to report concerns of violation of the CoBE through the Group's existing Policy & Procedure of Whistleblowing. No individual will be discriminated or suffer any act of retaliation for reporting in good faith.

### **2.2 Compliance**

It is each employee's responsibility to ensure full compliance with all the provisions in this CoBE and to seek guidance where necessary from their Division Head or from the Human Resource Department. To "do the right thing" and to ensure the highest standards of integrity shall be each YTB employee's personal responsibility that cannot be delegated. When in doubt, all employees should always be guided by the basic principles stated herein. Failure to comply with this Code may result in disciplinary action, including the possibility of dismissal and, if warranted, legal proceedings or criminal sanctions.

The CoBE can also be downloaded from YTB's Intranet to enable employees' easy access to information contained herein. The Code shall form an integral part of the terms and conditions of employment within YTB Group and shall be binding. The management of YTB Group reserves the right to amend, alter, or suspend all or any part of this Code at any time and for any reason whatsoever, subject to the application of the local laws.

### **2.3 Review of the CoBE**

The Board will monitor compliance with the CoBE and review the Code regularly to ensure it remains relevant and appropriate.

## **3. Continuous Improvement**

YTB endeavours to impact the business environment where it operates. This includes extending its integrity programme to non-controlled business associates such as suppliers and contractors, seeking to work with companies who have a similar commitment and supporting initiatives in the private and public sectors which are likely to improve the integrity of its operating environment.