

## Malaysia Airports Vendor Code of Ethics

### 1. INTRODUCTION

Malaysia Airports is committed to uphold principles of integrity, accountability and fairness in its procurement activities. Similarly, Malaysia Airports expects its Vendors to embrace the commitment to these principles as set out in this Vendor Code of Ethics.

The Vendor Code of Ethics outlines Malaysia Airports' minimum expectations for Vendors to respect and adhere to when conducting business with or on behalf of Malaysia Airports. All Vendors of Malaysia Airports must comply with all applicable laws and regulations, the requirements set out in this Vendor Code of Ethics and its contractual obligations to Malaysia Airports.

This Vendor Code of Ethics is intended to complement Malaysia Airports Code of Ethics and Conduct, Procurement Policies, Procedures & Guidelines (3Ps), Procurement Code of Ethics and the Company's other policies.

### 2. SCOPE

The Vendor Code of Ethics applies to all Malaysia Airports' Vendors including its principals, employees, sub-contractors and agents.

### 3. DEFINITIONS

The following terms are used in this Vendor Code of Ethics and shall have the following meanings:

**Bribe** means an inducement or reward (financial or otherwise) offered, given or received, directly or indirectly in order to secure an undue or improper result, award, decision, benefit or advantage of any kind.

**Cartel** means an arrangement between Vendors to fix prices or to share the market between them.

**Conflict of interest** means a situation in which an individual has competing professional or personal interests that may interfere or potentially interfere with the individual's objectivity to fulfil his or her duties impartially.

**Employee** means all employees under the employment of the Company or Vendor including persons who are on contract, secondment, apprenticeship, attachment whether remunerated or otherwise. The term "Employee" or "Employees" shall have the same meaning and may be used interchangeably.

**Facilitation payments** means payments made to secure or expedite the performance by a person performing a routine or administrative duty or function.

**Family member** means the Employee's:

- i. Spouse(s);
- ii. Parents (including step and adopted parents);
- iii. Children (including step and adopted children);
- iv. Siblings (including step and adopted siblings);
- v. Grandparents;
- vi. Grandchildren;
- vii. In-laws (including step and adopted in-laws);
- viii. Sons and daughters-in-law;
- ix. Parents (including step and adopted parents) of sons and daughters-in-law;
- x. Siblings (including step and adopted siblings) of the Employee's spouse;
- xi. Uncles, aunts, nephews, nieces or first cousins; and
- xii. Any person who is a member of the Employee's household.

**Gifts** mean anything of value that an individual gives or receives either directly or in kind including but not limited to, goods or services, promotional products, entertainment, such as meals, travel or tickets to events, gratuities, discounts or personal favours that are intended to influence or reward an individual or entity.

**Kickback** means a portion of the value of the contract demanded as a bribe by a person for securing the contract.

**Malaysia Airports or the Company** means Malaysia Airports Holdings Berhad, and its subsidiaries or Group of Companies.

**Vendor** means any person or entity that supplies goods and/or services to Malaysia Airports, including those already appointed by Malaysia Airports and who intent to enter into or has a contract with Malaysia Airports. Vendor shall include contractors, service providers and consultants, their principals, employees, sub-contractors and agents.

#### 4. VENDOR'S RESPONSIBILITY

It is the Vendor's responsibility to:

- i. understand and comply with this Vendor Code of Ethics;
- ii. educate its employees, sub-contractors and agents on the requirements of the Vendor Code of Ethics;
- iii. monitor its compliance with the principles of the Vendor Code of Ethics; and
- iv. report any violation of the Vendor Code of Ethics to the Whistleblowing Independent Committee of Malaysia Airports.

## **5. PRINCIPLES OF THIS CODE**

### **5.1 Ethical Business Practices**

- 5.1.1 Vendors must abide by all applicable laws and regulations concerning bribery, corruption, fraud, money laundering and any other prohibited business practices.
- 5.1.2 Vendors must never offer, pay, solicit or accept any bribes, kickbacks, facilitation payments or other incentives either directly or through intermediaries in order to obtain an unfair or improper advantage or to obtain or retain a business for any business transaction with or involving Malaysia Airports.
- 5.1.3 Vendors must adhere to provisions in the Procurement Policies, Procedures & Guidelines (3Ps) and Procurement Code of Ethics.
- 5.1.4 Vendors are required to request its sub-contractors, sub-vendors and agents to sign and comply with Malaysia Airports' Integrity Pact to prevent corrupt practices in the supply chain.

### **5.2 Conflict of Interest**

- 5.2.1 Vendors must avoid conflict of interest and are expected to promptly report to Malaysia Airports any actual, potential or apparent conflict of interest situations.
- 5.2.2 Vendors shall disclose to Malaysia Airports if any Malaysia Airports' employee or family member has an interest of any kind in the Vendor's business or any kind of economic ties with the Vendor.
- 5.2.3 Vendors are prohibited from offering or providing gifts to Malaysia Airports employees and their family members that might appear to influence, compromise judgement or obligate the employee.
- 5.2.4 Vendors shall disclose in writing details of former employees of Malaysia Airports who joined them either prior to the award or in the performance of a contract which the former Malaysia Airports employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment with Malaysia Airports.

### **5.3 Fair Competition**

- 5.3.1 Vendors shall conduct their business in line with fair competition and in accordance with all applicable anti-competitive laws.

5.3.2 Vendors shall not conspire, collude or form cartel either directly or indirectly with other Vendors for the purpose of reducing or eliminating competition during the submission of tender or quotation to Malaysia Airports.

5.3.3 Vendors are expected to quote price that reflects the true value of their products, services and works.

#### **5.4 Compliance with Laws**

5.4.1 Vendors must comply with all applicable laws and regulations of the countries in which it operates including, but not limited to, any laws relating to employment, environment and health and safety.

5.4.2 Vendors are expected to keep abreast of developments and changes in the relevant laws and regulations to ensure continuous compliance.

#### **5.5 Honest Representation**

5.5.1 Vendors shall provide an honest disclosure of their organisation, its experiences, qualifications, capabilities and financial status.

5.5.2 Vendors shall submit genuine and impartial references on their previous engagements and work done.

#### **5.6 Commitment**

5.6.1 Vendors shall not submit quotations or tenders without firm commitment to proceed with the contract.

5.6.2 Vendors are expected to take full responsibility and accountability for services rendered or goods provided and honour their commitments in accordance with their obligations under the agreements or contracts with Malaysia Airports.

5.6.3 Vendors are encouraged to strive for continuous improvement and to apply best practices in order to enhance the quality of delivery of products, services and works to Malaysia Airports.

### **6. BREACH OF THE VENDOR CODE**

For violation of any provisions in this Vendor Code of Ethics, Malaysia Airports may take action depending on the nature and seriousness of the breach. The actions to be imposed on Vendors include:

- Written warnings – continued non-compliance will lead to more severe actions;

- Penalties or any contractual or legal remedies under the law;
- Immediate termination of contract, without recourse;
- Suspension from participating in any future procurement activities for a period of up to 12 months; and/or
- Blacklisting whereby Vendors are not allowed or disqualified from any future procurement activities for a minimum of two years.

## 7. RAISING CONCERNS

Vendors are obligated to promptly report questionable behaviour or any actual or suspected violations of laws, this Vendor Code of Ethics and/or any contractual obligations with Malaysia Airports. This includes violations by any employee or agent acting on behalf of either the Vendor or Malaysia Airports.

All such concerns can be reported confidentially using one of the available channels:

Hotline : 019-659 2263  
E-mail : [wic\\_secretariat@malaysiaairports.com.my](mailto:wic_secretariat@malaysiaairports.com.my)  
Mail : Chairman, Whistleblowing Independent Committee  
Malaysia Airports Holdings Berhad  
Malaysia Airports Corporate Office  
Persiaran Korporat KLIA  
64000 KLIA, Sepang  
Selangor  
(attention: WIC Secretariat, Corporate Integrity Unit)

Alternatively, the individual or Vendor may contact any member of the Whistleblowing Independent Committee (WIC) or the WIC Secretariat directly to raise their concern. The list of WIC members and WIC Secretariat together with their contact details is distributed separately.

Malaysia Airports will maintain confidentiality of the identity of the individual or Vendor who raise the concern to the extent possible.

Malaysia Airports will not tolerate any retribution or retaliation taken by its employees or Vendors against any individual or Vendor who has, in good faith, reported questionable behaviour or a possible violations of laws, this Vendor Code of Ethics and/or any contractual obligations with Malaysia Airports.