

B E S H O M

Human Resource Online System

Employee Handbook (Updated DECEMBER 2024)

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Introduction

This employee handbook contains terms, conditions of employment and procedures to follow within Beshom Group. Employees are required to observe the terms and conditions and procedures stipulated in the handbook to ensure a harmonious and effective working environment.

1. The terms, conditions and procedures in this handbook supersede those published earlier.
2. The company reserves the right to review and change any terms, conditions or procedures contained in this handbook as it deems fit. Changes will be communicated to employees through normal company channels e.g. notice boards, e-mails and the handbook will be updated as and when necessary.
3. This handbook is the property of the Company and must be kept properly by the respective Department Head for staff reference purpose.
4. If you have any further questions or require clarification on any item, please contact the Human Resource Department.

Corporate Structure

Beshom Holdings Bhd

Wholesales Division	<ul style="list-style-type: none">☐ Hai-O Enterprise Bhd☐ Hai-O Medicine Sdn Bhd☐ Kinds Resource Sdn Bhd☐ Grand Brands (M) Sdn Bhd☐ Chop Aik Seng Sdn Bhd☐ Yan Ou Holdings (M) Sdn Bhd
Retail Division	<ul style="list-style-type: none">☐ Hai-O Raya Bhd☐ Peking Tongrentang (M) Sdn Bhd
Direct Selling Division	<ul style="list-style-type: none">☐ Sahajidah Hai-O Marketing Sdn Bhd☐ PT Hai-O Indonesia
Manufacturing & Lab Division	<ul style="list-style-type: none">☐ SG Global Biotech Sdn Bhd☐ QIS Research Laboratory Sdn Bhd
Others	<ul style="list-style-type: none">☐ Hai-O Credit & Leasing Sdn Bhd☐ Sri Pangkor Credit & Leasing Sdn Bhd☐ Hai-O Properties Sdn Bhd

- ☐ Subsidiary Company
- ☐ Joint Venture Company

Hai-O Foundation

Organization Chart



[Click here to enlarge](#)

Human Resource Philosophy

At Beshom, we recognize the human capital is our most important asset. Our human resource culture centered on 3 core values. Sense of Belonging, Teamwork and Equal Opportunity. We encourage our staff to excel and value their careers in Beshom as their own undertaking. In Beshom we all work together as a team and strive to inculcate a sense of ownership to our company. We provide equal opportunity to our staff to make contributions and in return to enjoy a rewarding career. With such philosophy in mind, Beshom is committed to bringing out the best in our staff and to building the success together.

In line with our HR values, our remuneration adhered to the relevant minimum wages laws and regulations and is competitive and fine-tuned to meet staff needs. We also have the following practices to offer and reward you:

- Best Employee Award, Best Salesperson Award, Best Company Award & long service award.
- Training and development programs to grow and enrich our staff talents and skills.
- Performance-based bonus, & sales commission.
- Extra incentives for achieving company KPIs. Local and Overseas Incentive Trips. Employee Share Options have been offered to staff to nurture a greater sense of ownership within the Beshom Group of companies.
- Hire & Purchase loan, and personal loan with discounted rate for staff.
- Group Personal Accident and Hospitalization & Surgical Insurance Scheme.
- Sport Club organizing sporting and social events to bond relationship between staff, family and community.

We strive to uphold ethical labour standards including avoiding and preventing all forms of child labour, forced labour and trafficked labour as well as excessive working hours. We do not discriminate against anyone based on race, religion, gender, age, disabilities and nationality. Employees are not governed by any restrictions to freedom of association and collective bargaining.

Motto

Brand Story

We believe in the importance of a good start, which underscores our motto of **The Best Starts From Home**. For over four decades, we have upheld our mission to enhance the well-being for all. What do we mean by wellness to all?

For Our People

Making wellness and healthcare products more accessible has and will always be our goal.

For Our Livelihood

A platform to enhance the quality of life by giving support and opportunities.

For Our Future

Improve the well-being of humankind through innovative healthcare and technology.

For Our Legacy

Building a world based on trust, values, integrity and sustainability for the future generations.

Vision & Mission

Vision

We aim to become the premier healthcare company in Malaysia and thereby bringing the greatest value and pride to our customers, business partners, employees & shareholders.

Mission

We are committed to promoting healthcare culture and improving human's well-being.

Corporate Values



1. Terms & Conditions of Employment

1.1 PRE-EMPLOYMENT MEDICAL EXAMINATION

All new employees may at the request of the company to undergo a pre-employment medical examination at the Company's panel clinic. Their appointment is subject to being certified medically fit for employment.

1.2 PROBATION

All employees are to undergo probationary period commencing from the date of appointment as follows:

Grade	Probationary Period
1-11	Six (6) months
12-15	Three (3) months

The Company may at its sole discretion extend such probation for a further period not exceeding three (3) months. During the probationary period, both the employee and the Company may terminate employment by prior notice or pay in lieu of notice. All employees will be notified by writing on confirmation.

1.3 CONFIRMATION

During or at the end of the probationary period, the Company may offer in writing permanent employment to those employees who are, in the opinion of the Company, suitable for employment with the Company, or

The Company is entitled to not confirm those employees who, in the opinion of the Company are unsuitable without having to offer any reasons or details for such decision.

1.4 EMPLOYEE PASS (only applicable to Hai-O Raya Bhd's retail staff)

Each new employee will be issued an employee pass. This pass is to be displayed prominently on the person while in the company premises. Any employee pass lost or damaged must be reported immediately to the Hai-O Raya Bhd's Human Resource department. A replacement fee of RM10.00 will be imposed.

1.5 UNIFORM AND DRESS CODE

1.5.1 Dress Code

Employees should be neatly and properly dressed during office hours, jeans, t-shirts and slippers are not allowed in the office on weekdays.

For female employees, culottes, shorts, 'hot pants' or revealing dresses are also not to be worn in the office. The following dress code shall applies:

Male employees - shirt, tie and/or suit

Female employees - blouse, skirt and/or formal trouser suit.

1.5.2 Shoe Subsidy

Confirmed warehouse/ store employees are entitle to Safety Shoes annually.

1.5.3 Uniform

Below table specify the terms and conditions of uniform provision. A refundable deposit will be collected from employees who are provided with uniforms. Employees are required to keep their uniforms clean at all time at their own expense. In the event that the employee leaves the company after receiving the uniforms, the employee is required to return the uniforms to the company and the deposit will be refunded. Should the employee fail to do so, the deposit shall be forfeited deemed as compensation for the uniforms.

Classification (Confirmed Employees)	Uniform Provision	Dress Code Specification
Manager	1 set of pants suit, and 1 piece Hai-O T-shirt	To be worn on specified official function
Store & Production Office	3 pieces Hai-O T-shirt 1 piece of Hai-O T-shirt	To be worn on working days To be worn on specified occasion
Retail	3 pieces Hai-O Chain Store T-Shirt	To be worn on working days. Must match with black colour tailored long pants.

All retail employees must get prior approval if they wish to make any alteration to the uniform, and the alteration cost is to borne by employees.

1.6 SALARY

Employees' are required to open a bank account with below mentioned bank for salary to be credited into their account.

Office Employees	OCBC Bank (Malaysia) Berhad
Others	Public Bank Berhad

Salary is paid net of EPF and SOCSO contributions, EIS contributions, income tax deductions and any other authorized deduction.

1.7 PERFORMANCE APPRAISAL

Performance appraisal / appraisal interview shall be carried out for:

- Confirmation of a probationary employee
- Merit / Promotion appraisal
- Annual merit appraisal

Below are the different categories of appraisal forms & points allocation

Form Type	Appraised Group	Skills Appraisal	Training Requirements	Peer Appraisal	Customer Appraisal	Financial/ Sales Performance	Key Performance	Outlet Performance
A	Subsidiary / Sales Manager	10%				90%		
	Manager	10%					90%	
C	Executive (Grade 7-9)	35%	5%				60%	
D	Non Executive (Acct Dept) (Grade 12-15)	40%					60%	
	Supervisor (Grade 10 & 11)	40%					60%	
	Warehouse / Store Employee	40%					60%	
E	Sales Personnel	40%				60%		
F1	Outlet Incharge Person (Supervisor/ Assistant Supervisor/ Acting Person)	10%	10%			60%	20%	
F2	Herbs Master	10%	10%			60%	20%	
F3	Management Trainee	30%	10%			30%	30%	
G	Herbs Assistant, Cashier Cum Sales Assistant	70%	10%			20%		
H	Non Executive (Operations / Customer Service)	20%			20%		60%	
I	Mentee (Recommended Executive / Manager for Promotion)	100%						
J	Multi-level Marketing Branches' Employees	40%					60%	

1.8 TRANSFER

Transfer of employees shall be at the prerogative of the Management and shall not be disputed. Every employee is subject to transfer from one section or department or company or to any location where the Company has operations.

Employees concerned shall be required to hand over their duties formally to the successor prior to the official transfer or re-assignment.

1.9 TRAINING

The Company emphasizes on training as a continuous process on self-development of knowledge, skills and attitude to ensure effective job performance. As such, all employees are required to undergo training when directed.

New employees will undergo an orientation and induction program after commencement of employment conducted by the Training Department or an appointed branch staff who will help the new employees to adapt to the new environment and encouraging teamwork and belongings.

In-house training may be provided from time to time as Management deems fit. Employees may also be sent for external training programs or courses whenever necessary. These employees may be required to serve the Company under a bonding contract for a period that is to be determined by the Company.

Should the employees for whatsoever reason terminate their service with the company during the bonding period, they shall be liable to refund to the Company all training costs and allowances incurred.

Employees are advised to refer to the Training Department on training policies and procedures.

Employees categorized as below are required to fulfill the stated training hours for every financial year.

Category	Training Hours
Managers	16 Hours
Executives	8 Hours
Sales Personnels	8 Hours

1.10 TERMINATION OF EMPLOYMENT

Notice of termination of employment by either Company or Employee must be given in writing and the requisite period for such shall be:

Grade	During Probation	After Confirmation
1-7 (managerial level)	7 days to 14 days	2 months
7-11	7 days to 14 days	1 month to 2 months
12-15	24 hours to 14 days	1 month to 2 months

Note: Termination notice may vary according to the position or job requirement.

In the event of termination without notice, the terminating party must pay to the other party an equivalent salary in-lieu-of notice. In the case of dismissal for misconduct or contravention of the expressed or implied terms of service, no notice shall be required.

1.11 EXIT INTERVIEW

An employee leaving the Company will be required to attend an exit interview with the superior and also to complete an Exit Interview form. The purpose of this interview is to obtain the real reason of the resignation, any grievances and feedback on the Company's itself.

1.12 CLEARANCE STATEMENT

Employee who is resigning will be required to complete the clearance statement. The purpose of the statement is to ensure proper return of company assets under the possession of the employee during his employment with the company. The superior of the employee concerned will be responsible to ensure the completion of the hand-over, failing which the Company will deduct the cost from the employee's balance salary.

1.13 ANNUAL LEAVE UPON RESIGNATION

Upon tendering notice of resignation, any outstanding earned annual leave of the employees should be applied for and approved prior to it being used to offset the notice period.

The Company encourages the exhaustion of annual leaves during the notice period unless special circumstances require the services of the employee in which case he shall be paid a sum equivalent to his outstanding earned leave.

1.14 RETIREMENT

An employee shall retire upon attaining the age of 60.

The Company may, at its discretion, offer employment on a contractual basis to retired employees subject to being certified medically fit for employment by the Company's panel doctor if required, and subject to terms and conditions of service to be mutually agreed between both parties in writing.

1.15 RETRENCHMENT

The following provisions shall apply to those employees who come within the meaning of employee under the Employment Act and who are declared redundant i.e. whose services are surplus to the Company's requirements.

Retrenchment benefit will be made in accordance with the Employment (Termination and Lay-Off Benefits) Regulations 1980.

1.16 RE-JOINED CONDITION

Employees who left the company voluntarily or through no fault of their own and who make application for re-employment will be given consideration.

- Re-joined
 - break of service within 3 months is allowed continuation of service period and benefits.
 - with break of service more than 3 months, will be considered as new recruit.

Working Schedule

2.1 WORKING HOURS

The normal working hours and rest periods are as follows:

	Monday - Friday	Saturday	Rest Time
Klang Office	9.00am - 6.00pm	OFF	1.00pm - 2.00pm
Warehouse	8.30am – 5.30pm	8.30am – 1.30pm	12.00pm - 1.00pm
Value Herbs	8.30am – 5.30pm	8.30am – 1.30pm	12.00pm - 1.00pm
Production	8.30am – 5.30pm	8.30am – 1.30pm	12.00pm - 1.00pm
KL Office	9.00am - 6.00pm	OFF	1.00pm - 2.00pm

The above working hours may be varied at Management's absolute discretion.

The rest periods of employees may be staggered or changed to accommodate the company operations.

Retail Outlet

All retail outlets have respective individual set of working hours not exceeding forty-five (45) hours a week (excluding rest hour) as fixed according to the respective local circumstances. The rest day of retail employee shall be fixed on weekday. In principle, outlet staff is not allowed to take leave on Saturday and Sunday

The Company shall determine the working hours of an employee from time to time depending on the nature of the business and the local circumstances and practices of similar trade in the locality.

2.2 PUBLIC HOLIDAYS

All employees from the office and warehouse / store / production are entitled to gazetted public holidays totalling sixteen (16) days annually fixed by the Company. In event of a public holiday falling on a rest day (Sunday), the next day will be declared a holiday.

The employees from the retail shall be entitled to gazetted public holidays of thirteenth (13) days annually as fixed by the Company. All retail employees are required to resume work as usual on public holidays as fixed by the company and the company will reimburse accordingly.

2.3 OVERTIME / SPECIAL ASSIGNMENT

Overtime shall refer to work done in excess of normal hours of work per day, on a rest day or a public holiday.

Employees may be required to work overtime on normal working days, rest days or public holidays. Employees shall not refuse the Company's request to work overtime without justifiable and acceptable reason.

Employees who wish to undertake overtime work must obtain prior approval from their department manager or supervisor before overtime work is undertaken.

Overtime performed shall be calculated as per Section 60A of Employment Act 1955 for :

- a. Employees with salary up to RM4,000 and below
- b. Production & warehouse supervisor, executive and Manager with salary up to RM4,000 and below
- c. Production and warehouse manual worker with salary up to RM4,000 and below

Non-executive and executive employees with basic salary exceeding RM4,000/= per month and production & warehouse supervisor, executive and manager with salary exceeding RM4,000/=, if required to work overtime or special assignment will be paid at the rate specified below:

Normal Work Day/ Rest Day/ Public Holiday	Payment Rate
Minimum 1 hour	RM12/=
Subsequently every 0.5 hour after 1st hour of overtime clam	RM 6/=
10 hours and above	RM 120/=

All overtime reimbursement is subject to approval from their immediate superior.

All sales personnel, executive (grade 7) & managerial level employee are not entitled to overtime claims but replacement leave will be granted accordingly.

Employees attending training after working hours or on rest days or public holidays are not allowed to claim overtime as training is viewed as part of their career development.

3. Attendance

3.1 ATTENDANCE RECORDING

All employees are required to clock-in their attendance when reporting for work and clock-out when leaving the premises.

Clocking another employee's attendance card or allowing other employee to clock his attendance card will be construed as misconduct and subject to disciplinary action.

Employee with late attendance of three (3) days and above in a month, their names will be recorded.

If the said employee has late attendance for 2 months, he shall be issued with a warning letter.

If the said employee received 3 warning letters, his incentive, and bonus entitlement shall be freeze.

Should the said employee persistently repeat the same misconduct, the Management will impose severe disciplinary action including summarily dismissal.

3.2 ABSENTEEISM

An employee shall be deemed to have broken his contract of service if he has been continuously absent from work for more than two (2) consecutive working days without prior leave application unless he has a reasonable excuse for such absence and has informed or attempted to inform his superior of such excuse prior to or at the earliest possible opportunity during such absence.

An employee who absents himself from work for any one (1) day without prior leave from the Company or without reasonable excuse shall be given a written warning.

If the said employee absents himself for a second time, a second warning letter shall be given to him.

If the said employee absents himself for the third time, he shall be issued with a last and final warning letter.

Should the said employee ignore the above warnings, and persists to absent for the fourth time, the Company shall be entitled to terminate his services.

4. Leave & Holiday

4.1 ANNUAL LEAVE

New employees are entitled to annual leave only upon confirmation of appointment that will be calculated on a calendar year basis or proportionately for an incomplete year.

Employees shall be entitled to paid annual leave as follows:

Years of Service		Annual Leave Entitlement Per Annum	
More than or Equivalent to	Less than	Office/ Store/ Production	Retail
1	2	14 days	10 days
2	5	18 days	14 days
5	-	22 days	18 days

Note

Employees are allowed to carry forward their annual leave not more than 5 days to the following year.

All accumulated leaves must be consumed by 30 April. Carry forward leave not taken by 30 April will be automatically forfeited.

Annual leave cannot be carried forward to the following year without written consent from the Company. Annual leave earned but not taken for the year will be forfeited.

Newly joined employees are allowed to carry forward their earned leave for the current year to the following year only.

Employees are not allowed to consume leave from the following year's entitlement within the current year.

Applications for leave must be made online or using the prescribed form at least three (3) days before commencement of the leave.

An employee who is unable to report for work on grounds of emergency is required to inform his department manager or supervisor on the same day. Upon reporting to work, the employee is required to submit his leave application together with proof of the emergency. Such leave, if approved, shall be recorded as annual leave if

there is out-standing annual leave, or unpaid leave if annual leave entitlement is exhausted.

The Company reserves the right to approve or not approve any leave applications.

Employees on leave may be called back or have their leave cancelled by the Company if their services are required.

4.2 NO PAY LEAVE

An employee who has exhausted his annual leave entitlement or who is not entitled to any annual leave may apply for no pay leave via online or using the prescribed form at least three (3) days before commencement of such leave.

4.3 SICK LEAVE

Employees shall be entitled to paid sick leave as specified in the table below based on the following conditions:

In the case of illness or injury, where duly certified unfit to work by the Company's panel doctors.

Duly certified unfit to work by a dentist as defined in the Dental Act 1971.

Medical certificates issued by any other medical practitioners for sick leave will be accepted at the Company's discretion, depending on the circumstances of each case, i.e.:

- Emergency cases
- Availability of panel doctors e.g. on Sundays or public holidays, if Company's panel doctors are closed.
- Distance and reasonable travelling time involved.

Years of Service		Sick Leave Entitlement (No of days per calendar year)
More than or Equivalent to	Less than	
1	2	14 days
2	5	18 days
5	-	22 days

An employee must immediately inform his department manager or supervisor when a medical practitioner or dentist grants him sick leave. He must also forward the medical certificate to his department manager or supervisor within 48 hours of commencement of such sick leave. If he fails to notify or forward the medical certificate to his department manager or supervisor, he will be deemed to have breached his contract of employment.

Employees taking excessive sick leave may be required to undergo a thorough medical check-up. If the employee is found to be unfit, he may have his employment terminated on medical grounds. If the employee is found to be fit, counseling will be given. If the situation persists, disciplinary action will be taken against the employee.

An employee who reports to the Company panel doctor or a registered medical practitioner for purpose of treatment or otherwise, and who is subsequently not granted sick leave shall report for duty as soon as possible after completion of the visit, failing which shall be treated as absent from work. In such cases, the employee is required to submit the time slip (shows the time of the visit) issued by the company panel doctor or registered medical practitioner to his department manager.

4.4 HOSPITALIZATION LEAVE

Hospitalization leave is when:

- Employee is hospitalized or

- Employee is deemed ill enough to be hospitalized but is not, for any reason whatsoever as certified by a medical practitioner.

Employee shall be entitled to sixty (60) days paid leave per calendar year (including rest days and public holidays).

4.5 PROLONGED ILLNESS LEAVE

Employees who are inflicted with cancer, leukemia, tuberculosis or other diseases of a similar nature, at the discretion of the Company may be granted extended medical leave at no pay (after exhausting his hospitalization leave) for a further period of three (3) months.

The extended medical leave is granted on the conditions that, in the opinion of the panel doctor, the employee has ample chance or recovery. Such leave will be granted only once during the service of the employee.

An employee who is still not fit for employment after exhausting the prolonged illness leave that is granted to him shall be terminated on medical grounds.

The Company is not obligated to provide alternative employment to any employee who suffers disability due to an accident or illness arising during the course of employment. Subject to availability of suitable vacancies and provided that the employee is certified fit for employment by the panel doctor, if alternative employment is provided, the wages and other terms and conditions of service shall be in accordance with the grade of the alternative employment.

4.6 MATERNITY LEAVE

Female employees who have a minimum of ninety (90) days service, are entitled to ninety-eight (98) consecutive days of paid maternity leave, inclusive of rest days and public holidays. Such leave shall not commence earlier than 30 days preceding her confinement or later than the day immediately following her confinement.

Paid maternity leave is granted up to a maximum of five (5) surviving natural children, that is, the employee is not entitled to the paid leave from the 6th child onwards.

Application for maternity leave must be submitted thirty (30) days before expected confinement. The employee is required to provide the Company with a letter/certificate from the Company's panel doctor or a registered medical practitioner stating the expected week of delivery. Failure to give notice will result in the maternity allowance being suspended until notice is given.

Miscarriage and abortion shall be considered as normal sick leave.

A female employee who is not entitled to maternity allowance during her maternity leave may return to work with the consent of the Company and the certification of the Company's panel doctor or a registered medical practitioner that she is medically fit to return to work.

4.7 PUBLIC HOLIDAYS

The Company observes paid public holidays as follows:

Office, Warehouse, Production	16 days per year
Retail	13 days per year
Part Time Promoters	7 days per year
Full Time Promoters	11 days per year

The list of the public holidays shall be put up on the Company's notice boards before the beginning of each year and available in Human Resource Online System.

The Company also observes any extra public holiday declared by the Federal Government. Should the day declared by the Federal Government as a public holiday be deemed unsuitable by the Company, the Company has the discretion to replace it with any other deemed suitable or alternatively, an extra day is added to the employee's annual leave.

If a paid holiday falls on a rest day, the following day immediately will be a paid holiday in substitution.

Employee who absent themselves from work on the working day immediately preceding or succeeding any paid public holiday(s) or any days substituted thereof without prior consent from the Company or without acceptable reasons shall not be entitled to the pay for such holiday(s) or consecutive holiday(s).

4.8 PAID LEAVE POLICY

Company do not have policy on **Paid Leave** for annual leave or replacement leave. Management will not entertain any request on extension of deadline for annual leave or replacement leave.

4.9 ANNUAL LEAVES CARRY FORWARD - RESIGNATION

Carry forward annual leaves cannot be used for early release on resignation:

Resignation in January - April	Any balance annual leave carry forward will be forfeited effective from resignation notice date.
Resignation in May - December	Manager/ Management has sole discretion to grant early release.

5. Benefits

5.1 EMPLOYEE PROVIDENT FUND (EPF)

Contributions will be made to the Employees Provident Fund by both the Company and employee according to the standard table of contributions provided by the EPF Board.

5.2 SOCIAL SECURITY ORGANISATION (SOCSO)

Contributions will be made to the Social Security Organization (SOCSO) by both the Company and Employees based on monthly earning of employees up to ceiling limit of RM6,000 and according to the standard rate provided by SOCSO.

5.3 EMPLOYMENT INSURANCE SYSTEM (EIS)

Contribution will be made to the Employment Insurance System (EIS) by both the company and employee from age 18 to 60 years old. The contribution rate is according to the rate provided by PERKESO.

5.4 INSURANCE

5.4.1 Group Personal Accident Insurance (GPA)

The Company provides free Group Personal Accident Insurance cover for the benefit of all full time employees excluding contract promoters who suffer death or permanent disablement through accident while in the employment of the Company.

The insurance coverage will be on a 24-hour basis. The categories of insurance coverage and amounts insured are according to individual job grade as follow:

Job Grade	Amount Insured (RM)
1	500,000
2 - 3	300,000
4 - 5	250,000
6 - 7 (managerial level)	180,000
7 - 9	150,000
10	120,000
11 - 12	80,000 or 120,000*
13 - 15	50,000 , 80,000 or 120,000*

(*staff whose job involved frequent travelling will be insured on the maximum limit)

The Company's responsibility is limited to payment of premium for the insurance policy. In event of an accident resulting in injury for which benefits may be payable, the Company will assist the employee concerned or his

legal representatives to make a claim under the policy. The benefits are only available if the same are payable under the policy, and the Company is not liable to pay any benefits not paid by the insurers due to whatever reasons.

If the Company has to incur expenses such as medical, funeral and repatriation expenses, as a result of the accident, the Company is entitled to deduct such expenses from the benefits received from the insurance company.

5.4.2 Group Hospital & Surgical Insurance (GHS)

The Company provides free Group Hospital & Surgical Expenses Insurance (GHS) cover for the benefit of confirmed employees that are admitted to hospital and/or require surgery.

Group Hospital & Surgical Insurance comes with medical card. Company will distribute the medical card to all confirmed staff.

Any loss of medical card must be reported to the Human Resource Department immediately. The employee is required to bear the administrative cost of RM10/=.

Employee is required to return their medical card to the Human Resource Department upon leaving the Company, such as resign, retire or leave the Company in any circumstances.

The insurance coverage and insured categories are as follows:

Job Grade	Insured Category (Room & Board)
1 - 3	A1 (RM350)
4 - 6	B1 (RM250)
7(managerial level)	C1 (RM220)
7 - 9	D1 (RM200)
10 - 11	E1 (RM150)
12 - 15	F1 (RM100)

The Company also extends the GHS cover for the benefit of the employees' dependents. It is the responsibility of the employee to provide details to the Company of the dependents if they wish to be included in the GHS and notify the Company of any changes. The employee is to bear the full premium incurred for the GHS coverage of their dependants.

5.5 MEDICAL BENEFITS

5.5.1 Company Panel Doctors

Free medical treatment is provided by the Company's appointed panel doctors. The list of Company's panel doctors is provided in Appendix. Employees must get approval from their department manager or Human Resource Department for the Company Medical Chit and the authorised medical chit must be presented to the Company's panel doctor.

In the absence of the Company's authorised medical chit, employees are required to pay the medical fees. Reimbursement is at the absolute discretion of the Company.

5.5.2 Non-Company Doctors

Reimbursement of medical fees for visit to non-Company doctors will be at the discretion of the company and based on the following circumstances:

- Emergency cases
- Availability of Company's panel doctors e.g. on Sunday or public holiday, if the company's panel of doctors are closed
- Distance and reasonable travelling time involved

Reimbursement fees for visits to non-Company doctors also extended as follow:

- TCM Practitioner of Hai-O Raya Chain Store and Peking Tongrentang only.
- General dental treatment (limited to four (4) claims a year)
- Health screening (limited to one (1) claim a year and must support with medical report)

Reimbursement of medical fees shall be limited to the below amount. It restricted to one receipt per day and not more than two (2) claims per month. All reimbursement must be accompanied by original receipts.

Job Grade	Maximum Limit
Grade 1 - 3	RM 140/= (includes immediate family*)
Grade 4 - 5#	RM 140/=
Grade 6 - 8	RM 120/=
Grade 9 - 15	RM 100/=

Medical claim for immediate family is also applicable to General Manager, Assistant General Manager and head of company.

* immediate family members refers to spouse & children of age 18 years and below.

5.5.3 Medical Treatment

Medical benefits include treatment for common ailments e.g. influenza, cough, fever, sore throat, general dental treatment (limited to 4 claims a year) and others but exclude treatment for or related to:

- Use or influence of drugs, alcohol and any other intoxicating substances
- Sexually transmitted diseases, AIDS and related illnesses or conditions
- Medical expenses incurred in maternity, confinement or miscarriage or abortion
- Surgical, dental treatment (orthodontic, related treatment for beauty purpose)
- Beauty treatment and plastic surgery
- Circumcision
- Mental cases
- Self-inflicted injury, injury / illness due to fighting, illegal / immoral activities, dangerous sports / activities, indulgence and intemperate behavior, lack of reasonable care and self-discipline.
- Conditions, illness and diseases existing at the time of joining the Company

5.5.4 Medical Check-up

Employee of managerial level (Grade 1-7) is entitled for a medical check-up once every alternate year.

All reimbursement must be submitted to HR Department and supported with original receipt and medical report. Reimbursement limit is as below:

Grade 1-5	Grade 6-7
RM500/= per check-up	RM400/= per check-up

5.6 HOSPITALIZATION GIFT

Company will give out the following gift as appreciation to confirmed staff who is hospitalized other than child delivery or related reasons of miscarriage.

- Flower bouquet/ fruit basket cost not more than RM150/= during staff visitation period.
- Company products value not more than RM120/=

5.6.1 Confinement Gift

Company health care products with cost not more than RM150 will be given to confirmed female staff as a token of appreciation in welcoming the new born baby.

5.7 COMPASSIONATE LEAVE

On application, confirmed employees may be granted a maximum of three (3) consecutive working days paid compassionate leave on each occasion of death of natural parents, grandparents, parents in law, siblings, spouse or legal children.

Applications must be substantiated with proof document and the employee must, on the day he is unable to report to work, inform his department manager or superior.

In The Event On The Death Of	Bereavement Aid (RM)
Spouse, children & parents	RM200
Parent in laws, siblings & grandparents	RM100
Employee less than 1 year of service	RM1000
Employee with 1 year service & above	RM1000 + 2 months salary

5.8 BEREAVEMENT AID

In the event of the demise of employee or employee's natural parents, grandparents, parents in law, siblings, spouse or legal children, a bereavement aid as per table above will be granted by the Company.

On the demise of the employee, bereavement aid of RM1,000 will be granted by the Company to the next-of kin.

Probation employee will not be entitled to any bereavement aid but will be granted one (1) day compassionate leave.

A photocopy of the death certificate is required as proof.

5.9 SPECIAL PAID LEAVE

The following special paid leave may be granted to confirmed employees:

- Marriage Leave - three (3) consecutive working days on occasion of employee's first marriage.
- Paternity Leave
 - Eligible male employees will be entitled to 7 consecutive days of Paternity Leave (up to 5 confinements)/ irrespective of number of spouses.
 - Concerned staff shall notify employer on the pregnancy of his spouse at least 30 days from the expected confinement or as early as possible after the birth.
 - Employee is required to submit child's birth certificate to HR department as a supporting document to apply the leave.

5.10 MARRIAGE GIFT

Red packet of RM500 will be given to confirmed employee on occasion of their first marriage.

Probation employee will not be entitled to any marriage gift but will be granted one (1) day marriage leave.

A copy of proof document is required for the above entitlement.

5.11 STUDY/ EXAM LEAVE

Employees assigned by the Company to undergo training, or for further studies shall be granted study leave and exam leave accordingly. Those who are not being assigned by the Company can apply for no pay study leave. Application for such leave must be accompanied with documentary evidence. Such leave shall be granted at the absolute discretion of the Management subject to exigencies of service.

5.12 LONG SERVICE AWARDS

In recognition and appreciation of long service with the Company, employees shall receive long service awards as follows:

10 years' service- long service plaque and RM1,500/=

20 years' service- long service plaque and RM3,000/=

25 years' service- long service plaque and RM4,000/=

30 years' service- long service plaque and RM6,000/=

35 years' service- long service plaque and RM8,000/=

40 years' service-long service plaque, RM10,000/= and watch or Hai-O Cash Voucher or one (1) Smart Gadget with value of RM 2000/=

45 years' service- long service plaque and RM12,000/=

50 years' service -long service plaque, and RM 13,000/= and Hai-O Cash Voucher or one (1) Smart Gadget with value of RM 2000/=

5.13 LOAN SCHEME

Confirmed employees are eligible to apply for loan (Hire & Purchase / Personal) from Hai-O Credit & Leasing Sdn Bhd and Sri Pangkor Credit & Leasing Sdn Bhd at preferred interest rates.

Terms and conditions of the loan schemes can be obtained from the mentioned companies.

5.14 PETROL CARD, TRAVELLING/ TELEPHONE REIMBURSEMENT

The company shall at its sole discretion grant petrol card / traveling / telephone reimbursement according to the job needs of the individual employees. The limit of reimbursement approval is according to job requirement.

Reimbursement claim must be supported by official receipts.

5.15 MILEAGE REIMBURSEMENT

Employees who have to use their own vehicle or take public transport on company's business can claim reimbursement.

Approval by the department manager is required before using own vehicle or public transport on company's business and for the amount of reimbursement claim.

Employee (excluded Salesperson) granted Petrol Card/ Traveling Allowance is not entitle for mileage reimbursement.

Reimbursement amount travelling distance (to and from) shall be as follows:

Type of Transportation/ Travelling distance between	Rate
Car	RM0.60 per kilometer
Motorcycle	RM0.35 per kilometer
Public Transport	As per receipt or amount approve by the department manager whichever is lower
Wisma Hai-O and Wawasan Hai-O	6 kilometer
Wisma Hai-O and Menara Hai-O	75 kilometer

Employees can claim last month reimbursement on first week of each month. Late submission will be rejected.

5.16 TOLL CLAIM

Employees are required to register an online account for their toll card (Touch n Go) and print out the statement to support the toll claim.

5.17 ACCOMMODATION ROOM RATE & OUTSTATION ALLOWANCE

Employee excluding sales personnel who are required to go outstation on company business can claim reimbursement for accomodation.

Reimbursement for accommodation per night shall be as per actual expenses or as per below recommended rate. If the room rate exceeds the recommended range, staff must provide valid reasons and get approval from superior.

Job Level (excluding Salesperson)	Room Rate (Twins Sharing)
Manager	RM150-RM200

Executive	RM100-RM150
Non Executive	RM80-RM120

General Manager, Assistant General Manager and those of job grade 1-3 is entitled to single occupancy accommodation for both local and overseas official travelling.

Outstation allowance is payable based on below category of employees. This allowance is not applicable to employees of Grade 1, 2, and 3.

Category of employees	Rate
Salesperson	RM110 per night
Warehouse staff (applicable on weekdays)	RM63 per trip & no overtime claim
- Office staff	Breakfast RM17
- Warehouse staff	Lunch RM23
(applicable for non working Saturday, Sunday and Public Holiday)	Dinner RM23
Remark: This allowance is not applicable to employees of Grade 1,2 and 3.	

Note:

Salesperson entitlement for outstation allowance is subjected to the following terms & conditions:

- Travelling made above 70km radius from the resident address of the salesperson.
- Must attached sales/collection generation report to qualify for claims.
- For outstation based salesperson travelling to Head Office for official matter such as meeting or training is excluded.
- Company reserves the absolute right to reject claims that is without supportive valid reasons.

5.17.1 Reimbursement Claim Deadline

Staff must submit the current month reimbursement by the 5th day of the following month. Accumulation of more than one month's claim is not allowed.

5.18 OVERSEAS REIMBURSEMENT

Prior travelling overseas, employee must fill in Overseas Travelling Form (BESHOM/GP/FORM12) and obtain approval from Managing Director or Executive Director. Without duly approved traveling form attached, Accounts Department will not proceed the travelling claim further.

Managers who are travelling to ASEAN countries must travel by budget airline. If the manager needs to travel by non-budget airline, please provide justification and obtain approval from superior.

5.18.1 Travelling By Air

Where an employee, with prior approval of the company, travels by air, in principle he shall travel by Economy Class for overseas official business trips. Employees can claim reimbursement for travelling to and from the airport.

5.18.2 Accommodation Reimbursement

Where it is necessary for an employee stays overnight while abroad on official business, he shall be entitled to reimbursement for accommodation befitting the nature of business transacted provided that such accommodation shall be at a hotel approved by the company.

Where more than one employee stays overnight while abroad on official business shall be entitled to accommodation on a twin-sharing basis. The Management may however, at its absolute discretion permit an employee a room on a non-sharing basis.

5.18.3 Overseas Meal & Transport Reimbursement

Employee (Grade 2 - 15) if required to travel overseas in the course of business such as visiting overseas exhibition or similar events, shall be entitled to overseas meal allowance of RM80/= per day inclusive 3 meals including rest day and public holiday. Employee entitled for overseas meal allowance will not be allowed to claim reimbursement for meals separately or vice versa. Employee to claim reimbursement for meals required to state the guest/ supplier attended lunch/ dinner.

If employee claims reimbursement for one meal in a day, i.e. either lunch or dinner, then the employee shall only be entitled to overseas meal allowance of RM40/= per day.

Employees are allowed to claim transport expenses subject to approval by superior.

All reimbursement must be supported by original bills or receipts except for overseas meal allowance.

5.18.4 Laundry Expenses

Employees are allowed to claim laundry expenses if the duration of their stay exceed 5 nights. Claims must be supported by original bills or receipts.

5.18.5 Cash Advance

An employee while on official business abroad shall be entitled to cash advance of not more than RM3,000/= per trip. All approved reimbursements incurred shall be deducted from the cash advance and the balance money (if any) is to be returned to the company. All reimbursements must be submitted within one week upon return from the trip.

5.18.6 Visa Application

Employees are allowed to claim reimbursement on visa application, if required.

5.18.7 Rest Day & Public Holiday

Employees assigned duty at the exhibition booth if they work on rest day and public holiday shall be entitled to overtime claim or replacement leave. However if assignment is for visitation, the overtime claim and replacement leave entitlement is not applicable.

5.19 ENTERTAINMENT EXPENSES

Entertainment expenditures should be incurred in the course of business. It is applicable to Sales Manager, Company Heads, or Senior Officers. Any entertainment expenses that are non-sales related should be pre-approved by Executive Director or Managing Director.

Prior permission needs to be sought from the Executive Director or Group Treasurer for any one-time entertainment that may cost more than RM1,000/=.

Expenses incurred for such business entertainment must be supported by receipts stating those entertainment and purpose (for those without bill, explanations must be given in writing and must sought superior's signature). Claims, which are found to be excessive or unjustifiable will not be reimbursed and the employee concerned will have to bear the cost.

These expenses should also reflect each department's budget provision.

A claim shall be made, appropriately with bills, through Expenses Reimbursement Form (BESHOM/GP/FORM5) devised for the purpose. The Expenses Reimbursement Form shall first be submitted to the assigned superior / higher authority, who shall subsequently verify and approve the claims.

5.20 ANNUAL INCREMENT

Annual increment shall be at the sole discretion of the Company. It is based on the annual performance appraisal and subject to the approval of the Remuneration Review Committee.

5.21 ANNUAL BONUS

Annual bonus if paid shall be at the sole discretion of the Company. It is based on the company's profitability and the individual's performance and contribution towards the company.

Any employee who tendered resignation or has left service of the company for whatever reason before bonus is declared shall not be eligible to such payment irrespective of the period he has worked during the year for which the bonus is declared.

5.22 STAFF INCENTIVE SCHEME

Qualified employees are also eligible to participate in the company Staff Incentive Scheme. The Scheme was designed in correlation with the performance of each of the company within the Group. The requirements such as revenue and profit target etc are reviewed yearly and subject to the Managing Director's approval.

The Incentive is by way of cash and share option depends on the ESOS Scheme of the Company. The cash incentive, subject to the qualifier requirements will be calculated on yearly basis. Distribution of incentive will be based on job grading, performance and contribution of each staff as well as overall Group's performance. Only confirmed staff who had served the Company for at least 4 months within the reviewed financial year is eligible to qualify for the Incentive Distribution Scheme.

Detail of the Staff Incentive Scheme is stipulated in the Staff Incentive Scheme handbook edited on 31 December 2007.

5.23 STAFF PURCHASE

Every employee, irrespective of his/her grading, is entitled to staff purchase benefit at standard discount rate.

The Company will issue a Hai-O Friendship Card to confirmed staff, it can be used at all Hai-O Chain Store.

However the purchase quota is controlled at the discretion of the Management.

5.24 SPORTS & RECREATION

The recreation club, Kelab Muhibbah is set-up by the employees to provide sports and recreation activities to the employees. This club plays an active role in fostering the relationship between all Beshom Group employees.

Members of the club will contribute a nominal fee based on a monthly basis to the club. The rate of contribution is as below:

Job Level	Rate of Contribution
Executive Director	RM25
Manager & Executive	RM8
Others	RM5

The Company will also contribute on 1:2 basis based on the total monthly contribution to the club.

5.25 BEST EMPLOYEES AWARD

This award is open to all employees. Employee will select his candidate and submit in nomination form. Invitation for polling will be extended to the manager/head of different company, department and nominator. Every 2 years 1 employee will be chosen from each of the 3 different categories to receive the Best Employees Award.

The 3 different categories are:

1. Manager
2. Non manager
3. Branches/ Outlets (Hai-O Raya chain stores & Sahajidah Hai-O Marketing's branches)

The following criteria will be used to select the Best Employees Award:

- a. What are the employee outstanding performances
- b. How does the employee exemplify the company's corporate value

- c. How does the employee performance contribute to the company

The Best Employee will receive cash prize of RM 3,000/= with a plaque and ONE (1) of the following:

- i. A paid overseas trip arranged by the company
- ii. Computer or smart gadget price NOT more than RM 2,500/=
- iii. Hai-O cash vouchers worth RM 2,500/=

5.26 BEST SALES PERSONNEL AWARD

This award is open to all sales personnel. Only one (1) sales employees will be selected to receive the Best Sales Personnel Award for the year.

The below criteria will be used to select the Best Sales Personnel Award:

- a. Sales growth rate (%)
- b. Gross profit growth rate (%)

The Best Sales Personnel will receive cash prize of RM 3000/= with a plaque and ONE (1) of the following:

- i. A paid overseas trip arranged by the company
- ii. Computer or smart gadget price NOT more than RM 2,500/=
- iii. Hai-O cash vouchers worth RM 2,500/=

6. Property

6.1 ISSUANCE & CONTROL

The following items are the Company's property issued according to certain employees job requirement:

- a. Company Vehicles
- b. Petrol Card
- c. Mobile Telephone
- d. Computer Notebook
- e. Tools and Equipment

Once the Company's property issued to employees' it is the responsibility of the employees to take good custody and care until they are returned to the Company.

Any discovery of loss, damage or stolen Company's property must be reported to the Management immediately. The employee shall bear the cost of any loss, damage or stolen Company property due to carelessness or ignorance.

Employees shall return Company property in good condition upon termination of service with the Company.

6.2 COMPANY VEHICLES

Employee using Company vehicle is responsible to ensure that the Company vehicle is always in clean and good condition.

All fines for traffic offences are on personal account of the user concerned.

All accidents, loss or damage to the Company vehicle must be reported to the Company immediately and to the police, if required. In the event if company vehicle is involved in accident due to the negligence or recklessness of the employee, the following shall apply:

1st occurrence

- A written record will be served to the employee
- Employee is to bear the summon charges, if any
- Compensation for damages on company vehicle shall be waived

2nd occurrence onwards

- A written record will be served to the employee
- Employee is to bear the summon charges, if any
- Employee is to bear compensation for damages on company vehicle not exceeding RM300 in total.

6.3 PETROL CARD

Certain employees with the approval of the Executive Director are granted a petrol card. The card shall be used for filling petrol only for own use and all petrol receipts must be kept properly and returned to the Company.

6.4 MOBILE TELEPHONE

Company shall grant reimbursement on the mobile telephone expenses to employee according to individual job needs. The maximum reimbursement limit no exceeding RM80-RM200. Reimbursement made must be supported by official receipts.

6.5 COMPUTER NOTEBOOK

Computer notebook is provided to certain employees only with the approval of the Executive Director / Managing Director.

All requisition for Company's computer notebook has to be requested through Group MIS Department using the prescribed form.

6.6 TOOLS AND EQUIPMENT

Where and when necessary, employee will be supplied with tools and equipment to perform their duties.

Purchase of tools and equipment shall be according to the Purchasing Procedures as outlined.

Employees are not allowed to purchase tools on their own.

7. Safety & Housekeeping

7.1 SAFETY IN THE WORKPLACE

Safety in the Company is the responsibility of both the Company and employees. Employees can do their part in the following ways:

- a. Observe strictly all safety rules and regulations;
- b. Always use safety equipment and apparatus when required.
- c. Report any unsafe conditions and fire hazards immediately to the Company;
- d. Report injuries regardless of degree in the Company premises immediately to the department manager or supervisor, the Human Resource Department.

7.2 SMOKING

For the safety of the Company and its employees, smoking is prohibited in office, warehouse / store and washroom, and restricted to the open compound beyond company premises only.

7.3 FIRE OUTBREAK

In the event of a fire outbreak, inform the department head immediately evacuate the area in a calm and orderly manner.

7.4 ELECTRICITY BREAKDOWN

In the case of power failure, employees must remain at their respective work place until further instructions from the department head.

7.5 HOUSEKEEPING

Every employee is responsible for keeping his work place and the company premises clean and tidy at all times. A clean and tidy environment provides for a healthy and comfortable working atmosphere.

8. Security

8.1 SECURITY CHECKS

To protect the Company's property, the following security measures are required:

- a. Security guards are authorized to check all employees including their car entering or leaving the Company.
- b. The Company reserves the right to conduct body search on any employee whenever necessary.

All employees are required to give their full cooperation to the Company security guards.

Employees shall not be permitted entry into or shall be ordered to leave the Company's premises if he commits the following acts or falls into the following category:

- a. Carrying firearms or any dangerous weapons or substance.
- b. His personal attire being in an unhygienic state which may affect the health and work of other employees.
- c. Suspended from work.
- d. Acting in an irresponsible manner which is detrimental to the reputation or maybe harmful to the Company or prejudicial to the order of good discipline and conduct.

8.2 COMPANY GOODS OR PROPERTY

Any Company goods or property taken out of the premises must be accompanied by authorized valid documents e.g. delivery order or disposal form and must be declared to the security guards on duty.

8.3 CONFIDENTIALITY

Employees are strictly prohibited from engaging in any other gainful activities, employment, business or any dealings that may or will conflict with his employment or the interest of the Company.

Employees are required to keep secret all transactions, information, dealings business affairs affecting the company and its customers or any person or persons the company may have dealings with.

Employees are not allowed to remove company documents of confidential nature from the premises or make photocopies of such documents without the permission of the department manager.

All employee records and salaries are regarded as confidential. Employees are not to divulge such information to another employee or any other persons.

8.4 PHOTOGRAPHS/ VIDEO RECORDING/ PRESS RELEASE

Photographs, video recording or press release are strictly prohibited unless authorized by the Managing Director.

For more information, please refer to appendix on Code of Ethics.

8.5 E-MAIL USAGE

All employees are required to observe the e-mail rules and conditions as set by MIS department. (see appendix)

9. Discipline

9.1 DISCIPLINARY ACTION

All employees are bound by the terms and conditions of employment and other rules and regulations of the Company, whether written, verbal or implied. Disciplinary action will be taken against those who are found in breach of these requirements.

The Company's disciplinary rules and regulations are provided in Appendix. The list is by no means exhaustive and where acts of misconduct are not specifically spelt out, the Company reserve the right to take any appropriate disciplinary actions for such acts. These rules and regulations may be reviewed and amended from time to time at the Company's discretion.

Where disciplinary action is warranted, the Company may after due inquiry:

1. Dismiss the employee without notice;
2. Demote the employee;
3. Suspend the employee from work without payment of wages for a period not exceeding two (2) weeks; or
4. Impose any other lesser punishment, as the Company deems just and fit such as warning letter, deferment / withholding bonus or increment or reduction of salary.

The type of disciplinary action that the Company may take will depend on the seriousness of the offense. The Management has the sole discretion in determining the appropriate action to be taken on a case by case basis.

For the purpose of Company's investigation and / or pending an inquiry, the Company may suspend the employee for a period not exceeding two (2) weeks during which he shall be paid half of his basic salary. Provided that the inquiry does not disclose any misconduct on the part of the employee, the Company will reimburse the full salary so withheld.

9.2 POLICY PROHIBITING SEXUAL HARASSMENT

Sexual harassment is sexual conduct that is unwanted and unwelcome, imposed on and unsolicited or not reciprocated / returned by the recipient.

The Management prohibits any form of sexual harassment in the Company and is committed to ensuring a workplace that is safe from sexual harassment.

Sexual harassment is viewed very seriously and constitutes a breach of the Company's policy. Any employee found guilty of committing sexual harassment is liable to disciplinary actions up to and including dismissal.

All supervisors and managers have a duty to implement and enforce this policy and to demonstrate good leadership by example.

Any unwanted conduct of a sexual nature having the effect of verbal, non-verbal, visual, psychological or physical harassment.

- a. That might on reasonable grounds, be perceived by the recipient as placing a condition of sexual nature on his/her employment (sexual coercion i.e. usually a superior having the power over salary and promotion attempts to coerce a subordinate to grant sexual favors) or
- b. That might, on reasonable grounds, be perceived by the recipient as an offence or humiliation, or threat to his / her well being, but has no direct link to his / her employment (sexual annoyance i.e. by an employee against a co-employee or company's client against an employee).

Sexual harassment at the workplace is employment-related, occurring inside or outside the workplace, including but not limited to the following situations:

1. at work related social functions
2. in the course of work assignment outside the workplace
3. at work-related conferences or training sessions

4. during work-related travel
5. over the phone
6. through electronic media

There are five (5) possible forms of sexual harassment:

- a. Verbal harassment
e.g. offensive or suggestive remarks, comments, jokes, jesting, kidding, sound, questioning.
- b. Non verbal or gesture harassment
e.g. leering or ogling with suggestive overtones, licking lips, holding or eating food provocatively, hand signal or sign language denoting sexual activity, persistent flirting.
- c. Visual harassment
e.g. showing pornographic materials, drawing sex-based sketches or writing sex-based letters, sexual exposure.
- d. Psychological harassment
e.g. repeated unwanted social invitations, relentless proposals for dates or physical intimacy.
- e. Physical harassment
e.g. inappropriate touching, patting, inching, stroking, brushing up against body, hugging, kissing, fondling, sexual assault.

9.3 PROCEDURE TO REPORT SEXUAL HARASSMENT

The victim or accuser is to lodge a report directly to the Human Resource Department.

A detailed report will be taken from the victim. The victim / accuser is advised to gather as much evidence as possible before reporting, as it will greatly help in his / her case. For example, visual evidence such as letters, drawings, videotape in the case a visual harassment, recorded evidence in the case of verbal or psychological harassment, witness statement in the case of non-verbal or gesture harassment or physical harassment.

Depending on the seriousness of the offence, the accused maybe suspended pending investigation and / or inquiry.

An investigation will be carried out and if required, an inquiry will be held.

If the accused is found guilty in the inquiry, then depending on the seriousness of the offence, he / she is liable for disciplinary action up to and including dismissal.

However, if the accuser or any party is found to have made false accusations or evidence, they will be liable to disciplinary action up to and including dismissal.

9.4 GRIEVANCE PROCEDURE

Every reasonable effort shall be made to dispose of any complaints or grievance from employees at the lowest possible level.

If a complaint or grievance is not resolved, it should be the responsibility of the most senior superior involved in the discussion to report the matter to the Department Manager.

If, even at this level, no satisfactory solution or answer could be found, the matter shall be reported to the Human Resource Manager who will seek consultation with the Executive Director.

The decision on the matter, made by the Executive Director shall be final.

10. Other Information

10.1 PERSONAL STATUS

To ensure that employee's personal records with the Company are kept up-to-date; employees are required to notify the Human Resource Department immediately of any changes in their personal particulars. The following provides a checklist of possible changes:

- a. Change of address or telephone number
- b. Marital status and spouse particulars
- c. Particulars of children
- d. Acquisition of new educational or professional qualifications

10.2 LOCKERS

Lockers are issued to employees who have a need for them. Provision of lockers is subject to availability, employee will be provided with a locker upon requisition.

Lockers must be kept clean at all times. It is an offence to deface or damage the lockers. Employees who deface or damage the locker will be subject to disciplinary action and shall bear the cost of repair.

The Company reserves the right to inspect any locker without giving prior notice.

The Company is not responsible for any lost or damaged item that is kept in the lockers. The Company provides the initial key to the locker. If the key is lost or damaged, it should be reported to the Human Resource Department immediately. A replacement fee of RM10 will be imposed for any lost or damaged key.

10.3 NOTICE BOARD

Important notices, circulars and other information of importance or interest to employees will be displayed on the Company notice board. Employees are advised to read the notice board regularly.

Only notices approved by the department manager can be displayed on the notice board.

10.4 SUGGESTION BOX

The Management had put up a suggestion box at the reception area of Wisma Hai-O. It is a channel for staff to voice their ideas, grievances, or discreet information to the Management. It is not necessary for staff to state his name in the suggestion but with name stated will allow Management to contact for further details if required.

All staff is welcomed and encouraged to fully utilize this benefit. All suggestions received will be kept strictly confidential. The best suggestion of the year will received a gift from the Management.

10.5 MUSLIM PRAYER ROOM (SURAU)

A Muslim prayer room (surau) is provided for Muslim employees for performing prayers. All prayers must be performed within the authorized rest time of the employee only.

Employees are required to keep the prayer room clean and tidy at all times.

10.6 PARKING

Employees with cars are allowed to park at the parking bays inside the Company premises.

Managers and above are provided with parking bays located in front of the Company premises.

Employees are required to obtain a Company car sticker from the Administration Department for security and identification purpose. The car sticker is to be returned to the company upon resignation.

10.7 PERSONAL PHONE CALLS

Personal phone calls of employees should be kept at a minimum and for urgent or important matters only. Conversation for such calls is to be kept brief and precise.

10.8 LUCKY DRAW POLICY

Policy on lucky draw organized by external party such as suppliers, conventions organizers, etc. Employee nominated by company to attend the event, if they are entitled to lucky draw in the event and win the prize, please take note on the following:

Value of Prize	Remarks
RM1000 and below	Employee can take ownership on the winning prize (including travel package).
Above RM1000	Employee must surrender the winning prize to Company. Company will reward employee accordingly.

Company reserves the absolute rights to change the above mentioned policy as and when deemed fit/necessary.

Appendices

ANTI-BRIBERY POLICY

1. INTRODUCTION

Beshom Holdings Berhad ("BESHOM" or the "Company") and its subsidiaries (the "Group") are committed to conducting its businesses in a lawful and ethical manner and maintaining high standards of ethics and integrity.

Beshom has established this Anti-Bribery Policy ("Policy") to set out the Company's expectations for internal and external parties working with, for and on behalf of the Group in upholding the Group's zero-tolerance stance against bribery.

This Policy shall form the keystone for the Group's Anti-Bribery Framework and the relevant policies that constitute the Anti-Bribery Framework.

2. SCOPE

This Policy is generally applicable to the Group's Directors, Employees, suppliers, Distributors, Business Associates, and any third parties acting on the Group's behalf, unless otherwise is stated in the specific policies.

This Policy shall be applicable to all business operations of the Group regardless of country of operation.

3. WHAT IS BRIBERY?

"Bribery" refers to the act of corruptly giving, agreeing to give, promising, offering, soliciting, receiving, or agreeing to receive any gratification. Gratification can take various forms, including monetary, nonmonetary, services, favours, or any form of benefit or advantage.

[See **Section 5: Definitions** of this Policy for the legal definition of "gratification"]

A gratification that is given or received with a corrupt intent, including to induce or reward the improper performance of a party, or to obtain or retain business advantage, is considered a bribe.

The Malaysian Anti-Corruption Commission Act 2009 ("MACC Act 2009") prohibits a person or a commercial organisation from giving and receiving bribes, including via agents or associates.

[Refer to **Section 16**, **Section 17**, and **Section 17A** of the MACC Act 2009]

4. OUR ANTI-BRIBERY STANCE

- I. The Beshom Group adopts a zero-tolerance approach towards bribery and will not pay bribes to anyone for any purpose.
- II. The Group takes the upholding of its anti-bribery stance across the Group's business seriously and expects the same from stakeholders internal and external to the Group's businesses, extending to all the Group's business dealings and transactions in all countries in which it operates.

- III. Directors, Employees, suppliers, Distributors, Business Associates, and any third parties working with, for or on behalf of the Group shall adhere to and observe the Group's anti-bribery stance and relevant provisions, policies, and procedures established by the Group.
- IV. The Group treats any violation of this Policy seriously and will undertake necessary actions, including, but not limited to, review of employment or appointment, disciplinary actions, dismissal, cessation of business relationship, and reporting to the authorities, consistent with the relevant laws and regulations.
- V. The Group is committed to comply with the relevant anti-bribery laws and regulations, breaches or violation of which may cause great damages to the Group which may include reputational damage, legal fines, or even jail sentences.

5. DEFINITIONS

The following definitions and interpretations shall apply in this Policy:

- i. "bribery" refers to the act of corruptly authorising, giving, agreeing to give, promising, offering, soliciting, receiving, or agreeing to receive any gratification;
- ii. "gratification" shall have the meaning as defined in the Malaysian Anti-Corruption Commission Act 2009, i.e.:
- iii. where this Policy refers to the act of "giving" or "paying" a bribe it also refers to actions amounting to the act of agreeing to give, promising, or offering a bribe;
 - a. money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;
 - b. any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
 - c. any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
 - d. any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
 - e. any forbearance to demand any money or money's worth or valuable thing;
 - f. any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
 - g. any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f);
- iv. where this Policy refers to the act of "receiving" a bribe it also refers to actions amounting to the act of soliciting or agreeing to receive a bribe;
- v. "facilitation payments" shall have the definition consistent with that provided by Transparency International, which is: a small bribe, also called a 'facilitating', 'speed', or 'grease' payment, made to secure or expedite the performance of a routine or necessary action to which the payer has legal or other entitlement;
- vii. "Employees" include full-time, part-time, probationary, contract and temporary employees;
- viii. "Service Providers" include the Group's contractors, sub-contractors, consultants, distributors, agent representative, or any parties performing work or services for or on behalf of the Group;
- ix. "Business Associates" include the Group's joint-venture entities, joint-venture partners, associate companies, and business partners, as well as Service Providers;
- x. "Officer of a Public Body" shall have the definition as provided in the MACC Act 2009; and
- xi. "Foreign Public Official" shall have the definition as provided in the MACC Act 2009.

6. BRIBING OF AN OFFICER OF A PUBLIC BODY OR A FOREIGN PUBLIC OFFICIAL

The bribing of an Officer of a Public Body or a Foreign Public Official is an offence under the MACC Act 2009 and is likely to be an offence under the local laws in the Group's countries of operations. Directors, Employees, suppliers, Distributors, and Business Associates of the Group who has dealings with any Officer of a Public Body or Foreign Public Official shall exercise extra care to not engage, directly or through a third party, in any activity or transaction that may constitute, or perceived to constitute, an attempt to bribe an Officer of a Public Body or Foreign Public Official.

7. GIFTS, ENTERTAINMENT AND HOSPITALITY

While the giving and receiving of gifts, entertainment, and hospitality is not prohibited, they must not be made with the intention to, or perceived to be able to, influence any business-related decisions or outcome.

Gifts, entertainment, or hospitality which may influence, or perceived to be able to influence, any business-related decisions or outcome may be construed as a bribe. Directors, Employees, Suppliers, Distributors, and Business Associates of the Group must avoid giving or receiving gifts, entertainment, or hospitality which may be construed as a bribe.

As a general principle, to avoid situations where there could be actual or perceived conflict of interest, gifts, entertainment, and hospitality shall not be given to any auditor, regulator, government department, agency, authority, or their officers (generally referred to as the "Authorities") or entities directly related to the Authority, if:

- the Group is expecting to be audited by, or to apply, obtain, or renew a licence, permit, approval, audit report or any other types of clearance (generally referred to as the "Clearance") from the Authority in the near future; or
- the Group has just applied, obtained, or renewed a Clearance (including the issuance of an audit report) from the Authority in the recent past.

All gifts, entertainment, hospitality provided by the Group or received by the Group's Directors and Employees shall be authorised, processed, and recorded in accordance with the Group's internal policy.

8. THIRD-PARTY TRAVEL

Third-Party Travel refers to travelling-related expenditures, such as travel, meals, or accommodations, incurred for legitimate business activities, such as an audit or factory visit, which is incurred by a business counterpart and paid for by the Group, or vice versa.

Inappropriate, excessive, or unnecessary Third-Party Travel poses a bribery risk, especially when the business activity in question involves a material interest of a specific party, e.g. an audit, and shall not be provided or received. For the same reason, Third-Party Travel shall not be provided or accepted for persons not relevant for the performance of the work or task in question.

All Third-Party Travel provided by the Group or received by the Group's Directors and Employees shall be authorised, processed, and recorded in accordance with the Group's internal policy.

9. FACILITATION PAYMENTS

The Group, its Directors, Employees, suppliers, Distributors, and Business Associates are prohibited from, directly or through a third party, giving or receiving facilitation payments. Directors, Employees, suppliers, Distributors, and Business Associates shall comply with the Group's **Policy on Facilitation Payments**.

Facilitation payments include unofficial and improper payments or benefits, including gifts or entertainment, provided to secure or expedite a routine or necessary action to which the Group is legally entitled. Facilitation payments are bribes and they could be small in value and solicited by both public and private sectors.

10. DONATIONS AND SPONSORSHIPS

The Group has developed internal policy on donation and sponsorship to establish the guiding policies and procedures for donations and sponsorships made by the Group.

As a general principle, to avoid situations where there could be actual or perceived conflict of interest, the Group

shall not make contributions or donations to, or sponsor any events of an Authority, or entities directly related to the Authority if:

- the Group is expecting to apply, obtain, or renew a Clearance from the said Authority in the near future; or
- the Group has just applied, obtained, or renewed a Clearance from the said Authority for the Group's business activities in the recent past.

The Group has no political affiliations and it shall not make any political contribution or donations to, or sponsor any events of, political parties, unless approved by the Company's Board of Directors. Whilst Directors and Employees are not prohibited to make personal political contributions or donations to political parties, the said contributions or donations shall never be associated with the Group and must always be made under the Director and Employee's personal capacity.

11. BUSINESS INCENTIVES

Doing business or establishing new business opportunities may involve the use of business incentives, such as commissions, rebates, and referral fees, for promotional and marketing purposes or for referral to new business relationships or opportunities. That said, certain business incentives may be of questionable nature or may constitute a bribe formulated with the intention to obtain or retain undue business advantage.

The Group shall not provide business incentives which are questionable in nature or are contradictory with anti-bribery laws and regulations.

Business incentives provided by the Group are generally documented and known to all relevant personnel in the Group.

12. BUSINESS DEALINGS WITH SUPPLIERS AND BUSINESS ASSOCIATES

The Group, in selecting its suppliers and Business Associates, such as agents, consultants, distributors, or joint venture partners, places great emphasis on integrity and ethical business practices. The Group has established internal procedures which requires due diligence checking to be performed on suppliers and Business Associates before appointment or engagement.

Suppliers and Business Associates are highly encouraged to have in place adequate procedures to prevent the conduct of bribery activity, especially when performing a work or service on behalf of the Group. For business arrangement or business activity which bears a higher bribery risk, as assessed and determined by the Group from time to time, the Group may require the supplier or Business Associate involved to have in place policies and procedures to prevent the conduct of bribery activities.

13. COMPLIANCE AND SUPPORT

Directors, Employees, suppliers, Distributors, and Business Associates of the Group are expected to refuse to give or receive a bribe when solicited or offered one. The Group is committed to ensuring that no one suffers any detrimental treatment for refusing to give or accept a bribe.

Compliance with this Policy by the Group, its Directors, Employees, suppliers, Distributors, and Business Associates is mandatory. Any violation of this Policy will be dealt with seriously by the Group and may lead to, but not limited to, review of contracts, employment, or appointment, disciplinary actions, dismissal, cessation of business relationship, and/or reporting to the authorities, consistent with relevant laws and regulations.

Directors, Employees, suppliers, Distributors, or Business Associates of the Group with any concerns or queries or requiring support and advice pertaining to compliance with this Policy shall consult with their respective internal reporting lines or the Group Managing Director, the Group Executive Director cum Chief Financial Officer, or the Anti-Bribery Compliance and Support team.

If there is a suspected violation or potential violation of this Policy, such cases shall be reported via the Group's whistleblowing mechanism, as outlined in the following section.

14. REPORTING OF VIOLATIONS OF THE POLICY

Any person, including the general public, who knows of, or suspects, a violation of the Policy is encouraged to report the concerns through the whistleblowing mechanism set out under the Group's **Whistle-Blowing Policy**.

No individual will be discriminated against or suffer any sort of retaliation for raising genuine concerns or reporting in good faith on violations or suspected violations of the Policy. All reports will be treated confidentially.

15. REVIEW OF THIS POLICY

This Policy is approved by the Board of Directors of Hai-O on 28 May 2020.

This Policy shall be reviewed by the Company periodically or at least once in three years.

WHISTLE-BLOWING POLICY

1. INTRODUCTION AND OBJECTIVE

Beshom Holdings Berhad ("BESHOM" or the "Company") and its subsidiaries (the "Group") are committed to conducting its businesses in a lawful and ethical manner and maintaining high standards of ethics and integrity.

This Whistle-Blowing Policy is established to provide employees, stakeholders (e.g. shareholders, customers, distributors, suppliers, and the public) an avenue to raise genuine concerns about wrongdoings, misconduct, illegal acts, or unethical business conduct that is taking place, has taken place, or may take place in the future ("Disclosure").

2. WHAT CAN BE REPORTED?

All stakeholders, including employees, distributors, the public, etc., are encouraged to disclose any information or raise a genuine concern about serious wrongdoings, misconduct, illegal acts, or unethical business conduct including but not limited to fraud, corruption, malpractice, financial irregularities, dishonesty, criminal activities, personal misconduct, and serious breach of the Group's internal policies, procedures, or applicable codes (e.g. Code of Ethics) (generally summarised as the "Wrongdoing").

This Policy does not cover complaints or grievances relating to employment or other business with the Group, which shall be dealt with in accordance with other existing procedures of the Group, unless they involve wrongdoings, misconduct, illegal acts, unethical business conduct.

This whistle-blowing system is not intended to be used for the following:

- general complaints about the Group's products or services;
- matters which are trivial or frivolous or malicious or vexatious in nature or motivated by personal agenda or ill will;
- matters pending or determined through any tribunal or authority or court, arbitration, or other similar proceedings.

Any Disclosure should be based on good faith with a reasonable belief that the information and any allegation in it are substantially true. Any abuse of the whistle-blowing system will be viewed seriously and treated as a gross misconduct.

3. MAKING A DISCLOSURE

- a. A whistle-blower may make the Disclosure either in writing (including email) or orally.
- b. A whistle-blower shall include the basis or reasons for his/her concerns including as many details as possible in relation to the Disclosure. However, A whistle-blower is not expected to obtain substantial evidence of proof beyond reasonable doubt when making a Disclosure.
- c. The whistle-blower has the right to remain anonymous when making a Disclosure. However, it is usually easier to conduct a more effective and fair investigation if he/she could identify himself/herself and disclose as much information as possible within his/her knowledge.
- d. **First Contact Point**
 - i. If the whistle-blower is an employee of the Group, his/her first contact point shall be his/her direct superior or line manager. However, for any reason, if it is believed that this is not possible or not

appropriate, he/she may report to the Head of Group HR, as follows:

Head of Group HR: Jessica Lim

Office No.: +(603) – 3342 3322 ext. 513

Email: jessicalim@beshom.com

- ii. If the whistle-blower is a distributor of the Group, he/she shall make the Disclosure to the SHOM Compliance Unit, via the following email: COE@shom.com.my.
- iii. If the whistle-blower is neither an employee nor a distributor of the Group, he/she shall make the report to the Head of Group HR.

e. Prescribed Persons

If a whistle-blower believes that it will be inappropriate to report to the First Contact Point, the whistleblower can make the Disclosure to any of the Prescribed Persons, as follows:

Prescribed Persons	Group Managing Director	Group Executive Director
Name	Mr. Tan Keng Kang	Mr. Hew Von Kin
Office No.	+(603) - 3342 3322, Ext:518	+(603) -3342 3322, Ext:515
Email	GrpDir@beshom.com	

f.

For any Disclosures made via email to the Prescribed Persons, the email shall be addressed to the dedicated whistle-blowing email provided above, which is accessible by all Prescribed Persons.

For any Disclosures made via phone calls, orally, or in writing, the Prescribed Persons are generally required to inform each other of the Disclosure.

If the Disclosure issue involves any of the Prescribed Persons or any Directors, it shall be made to the Independent Directors of the Group, in accordance with **Item 3(f) below**.

- g. In the case where making a Disclosure to management is a concern, then the report may be made directly to the Chairman or the Audit Committee Chairman, who is an Independent Director of Beshom, as follows:

	Chairman, Senior Independent Director	Audit Committee Chairman
Name	Mr. Ng Chek Yong	Dato' Lee Teck Hua
Email	ngcy@beshom.com	leeth@beshom.com

h.

- i. Any persons who receives a verbal Disclosure in accordance with **Paragraph 3(d), (e), or (f)** above shall put in writing the Disclosure and its details which is to be confirmed by the whistle-blower.

4. ACTIONS IN RELATION TO THE DISCLOSURE

- a. In addressing any Disclosures, depending on the seriousness of the alleged Wrongdoing, the relevant authorities within the Group shall decide on how the Disclosure shall be handled, including investigation, enquiries, and deliberations on the outcome.
- b. All alleged Wrongdoings involving fraud or bribery shall be notified to the Audit Committee, who shall have the authority to designate any person, within the Group or external to the Group, to oversee and conduct relevant investigation.

- c. All alleged Wrongdoings involving a Director or a Prescribed Persons shall be escalated to the Audit Committee, who shall handle the Disclosure, including investigation, enquiries, and deliberations on the outcome.
- d. In general, an independent party, which may be the internal audit, an external independent auditor or professional, or an Independent Director, shall always be involved in an investigation process.
- e. Any person, including Directors if any, who are related to or involved in the alleged wrongdoing concerning the Disclosure shall be excluded from the investigation, recommendation, and deliberation procedures to ensure the objectivity and independence of the Disclosure handling process.
- f. All Disclosures received and handled by the First Contact Point and Prescribed Persons are required to be summarised in a report to the Executive Risk Committee, at least once in a year.

5. BEING INFORMED AND HAVING THE OPPORTUNITY TO BE HEARD

- a. A whistle-blower shall be informed of the status of his/her Disclosure, including the outcome of the deliberation, as far as reasonably practicable, in writing.
- b. The alleged wrongdoer, which may include the whistle-blower in the event the whistle-blower is implicated or discovered to be involved in the allegation, may be asked to attend a meeting to discuss the allegations and he/she shall take all reasonable steps to attend the meeting. He/she shall be given an opportunity to answer the allegations at the meeting which shall be minuted.
- c. If an investigation is conducted on a whistle-blower who is implicated or discovered to be involved in the allegation, it shall not be treated as a reprisal against the whistle-blower but a facilitation of factfinding and decision making.

6. WHISTLE-BLOWER'S PROTECTION

- a. Every effort will be made to protect and keep confidential a whistle-blower's identity, subject to relevant legal constraints.
- b. A whistle-blower shall be protected from reprisal within the Group as a direct consequence of a Disclosure made in good faith. A reprisal refers to any disciplinary actions, which may include a warning or letter or reprimand, demotion, loss of merit, loss of bonus, suspension without pay, or termination of employment. Any such reprisal against the whistle-blower shall be consider a serious breach of this Policy.
- c. If a whistle-blower reasonably believes he/she is being subjected to harassment, victimisation, reprisal as a direct consequent of having made a disclosure under this Policy, he/she may reach out to higher authority as provided in **Paragraph 3(e) or (f)** above. Essentially, the complaint shall be processed in a similar manner as a whistle-blowing Disclosure.

7. REVIEW OF THIS POLICY

This Policy is approved by the Board of Directors of Hai-O on 28 May 2020.

This Policy shall be reviewed by the Company periodically or at least once in three years.

CODE OF ETHICS

1. INTRODUCTION

Beshom Holdings Berhad and its subsidiaries (the "Company" or "Group") is committed to conducting its businesses in a lawful and ethical manner and to driving and upholding Beshom Group's corporate values. Similarly, Beshom Group also expects the same level of integrity, honesty, openness, and transparency being upheld by the Group's Directors, Employees, Distributors, Suppliers and Business Associates when dealing business with Beshom Group.

This Code of Ethics and Business Conduct explains the standard of behaviour that Beshom expects in your daily work. The Code cannot foresee every situation that might arise in a complex business world. Rather, it identifies guiding principles to help you make decisions consistent with Beshom's values and reputation. You should also familiarize yourself with various corporate policies that provide more detailed guidance on specific issues that may affect your work. From time to time, changes in the business context or regulatory environment will create a

need for new guidelines. As a result, the Code is subject to change as and when necessary.

This Code is written in English and Chinese editions. However, the English version prevails whenever there are differences in context among the 2 versions.

2. WHO MUST FOLLOW THE CODE

This Code is applicable at all times, without exception, to all members of The Board of Directors and all Beshom employees, business associates as well as third parties (such as agents, consultants) if duly authorized by Beshom when dealing or acting on behalf of Beshom are also expected to adhere to the Code.

3. COMMITTING TO THE CODE

Newly-hired employee must sign an acknowledgement that they have read and understood the Code upon commencement of his employment. All members are also required to acknowledge if there are any changes to the Code or on cases where applicable. A soft copy of the Code will be updated and posted on the intranet for viewing by any employees and directors.

4. POLICIES AND PROCEDURES OF THE CORPORATION

Each business group, division or department issues its own set of policies and procedures, in line with Beshom's corporate policies. Employees have an obligation to follow those policies and procedures in addition to those described in this Code.

5. THE RESPONSIBILITY OF EMPLOYEES

As a member of the company, you are expected to:

- Act honestly, diligently and in good faith when discharging and performing duties and responsibilities;
- Act honestly, diligently and in good faith when discharging and performing duties and responsibilities;
- assist company to promote and maintain a good, safe and healthy working environment;
- Contribute towards achieving the Company's objectives to the best of your abilities, while making decisions consistent with the Code;
- consult your superior or HR department manager if you have any questions about the Code.

If you are aware of a possible breach or violation of the Code, you are expected to:

- act promptly and in good faith by raising it with your superior and such breach or violation remain confidential before a full investigation is conducted. The authorized personnel will investigate the matter promptly;
- take your concern beyond your superior to Managing Director or Executive Directors if the suspected breach you have reported was not resolved;
- report directly to Group Chairman if the possible breach involves any member of the Board and keep Audit Committee informed;
- be prepared to cooperate in the investigations regarding violation of the Code.

6. WHISTLE-BLOWING POLICY

The whistle-blowing policy is to provide employees an avenue to raise concerns without fear of reprisal and to promote the highest possible standards of ethical and legal business conduct. The objective of having the policy is also to deter serious malpractice and to avoid crisis management, thereby promoting the best practice of corporate governance at workplace.

As an employee, you are encouraged to disclose any information or raise a genuine concern about serious breaches of Code. Any concerns about malpractice should always be raised internally in the first instance. Such breaches of code or violation of law include but not limited to fraud, corruption, malpractice, financial irregularities, dishonesty, criminal activities and personal misconduct.

- his/her immediate supervisors/ managers or higher authorities along his/her reporting line; or

- the Head of Group HR, the Group Executive Director cum Chief Financial Officer, or the Group Managing Director if the supervisors/ managers mentioned above are not applicable or contactable.

If a supervisor/ manager or higher authorities within the Group is contacted for advice and was unable to assess or determine the correct action for the situation, he/she shall further seek advice from his/her superior, as so on, or from the Group Executive Director cum Chief Financial Officer or the Group Managing Director.

Whistle-blowing is not for use to raise grievances concerning personal employment or as appeals against decisions of management unless they involve fraud. Such private grievance related to personal employment matters should be directly reported to Group HR Department. Any abuse of the whistleblowing system through raising unfounded allegations shall be subject to a disciplinary offence.

If you report a possible breach of the Code, you have the right to remain anonymous and confidentiality will be maintained. Every effort will be made to protect the whistle-blower or complainant's identity, subject to relevant legal constraints. However, it is usually easier to conduct a full and fair investigation of your concerns if you could identify yourself and disclose as much information as possible within your knowledge.

7. THE RESPONSIBILITY OF MANAGEMENT

The responsibilities of Beshom managers and directors include and go beyond those of other employees. You are expected to:

- lead by providing a model of high standards of ethical conduct, creating a positive work environment reflecting the content and the spirit of the Code;
- be vigilant in preventing, detecting and responding to any violations of the Code;
- protect those who report violations.

8. CONFLICT OF INTEREST

All members of the company shall act in the best interests of the Company whilst carrying out his or her responsibilities. Employees should not be involved or engaged in anyway with any activities which materially interferes with the proper performance of his or her duties or obligations to the Company, whether such activities are related to the Company's business or not.

The Company's code of ethics requires that all employees to avoid any conflict between their own interests and the interest of the Company. A conflict of interest will arise where an employee's ability to perform his or her Company duties may be adversely affected by an outside appointment, relationship or activity. Employees shall not have personal or family financial interest or own shares in other companies which compete with the Company's business with the exception of the publicly traded companies or with the prior written consent of the Company.

Employee should not take improper advantage of their position as employees of the Company or of any information obtained in the course of their employment to secure personal advantage. Any action or omission by any employee for the purpose of gaining personal advantage (including for the benefit of his family or friends) as a result of knowing that the Company is contemplating or has decided upon a course of action is totally prohibited.

9. GIFTS & ENTERTAINMENT

The giving and receiving of gifts, entertainment, and hospitality could be a common business practice in managing business relationships, especially in certain countries or cultural background.

9.1 Receiving Gifts & Entertainment

An employee or his relatives should not accept cash, commission, expensive gifts, extravagant entertainment or benefits-in-kind of free or at very low costs from any company or individual doing or seeking to do business with the Company. Such personal favour might induce the employee to favour the third parties and affect the judgement as to what is the best for the company and could be considered as a bribe.

Sometimes it is a business custom and practice to receive gifts and entertainments. To avoid conflict of interest, you should follow the guidelines set as below:

- All gifts and entertainment given or received shall be in accordance with the Group's Policy on Gift, Entertainment, and Hospitality.
- You may accept gifts that are appropriate to the business relationship.
- When you receive gifts, you should report to your superior or may be required to handover the gifts to the Group Admin Department for company use or as a lucky draw gifts for staff whichever purpose that may deem fit. And such receipt shall be properly recorded by Group Admin Department.
- Customary business entertainment such as lunch, dinner, or sporting events, is appropriate if it is made known to the superior and of a reasonable nature, and its purpose is conducting business discussions or fostering better business rapport.

In cases where employee nominated by Company to attend the event or convention (with lucky draw) organised by external party such as suppliers, business partners or trade / non-trade associations, the employee shall notify the Group HR Department if they entitled to lucky draw and won the prize. Employee may take ownership on the winning prize if the value is RM1,000 and below. Employee must surrender the winning prize to Company if the prize is valued above RM1,000. The Company reserves the absolute rights to change the policy or prize limit as and when deemed fit / necessary.

9.2 Giving of Gifts & Entertainment

Entertainment expenditures may be incurred in the business. It is applicable to Sales Manager, Company Heads, or Senior Officers. Any entertainment expenses that are non-sales related should be pre-approved by Group Executive Director or Group Managing Director. The employee concerned shall refer to the Gift, Entertainment and Hospitality Policy issued by the Group for more details.

Expenses incurred for such business entertainment must be supported by receipts stating those entertainment and purpose (for those without bill, explanations must be given in writing and must sought superior's signature). Claims, which are found to be excessive or unjustifiable will not be reimbursed and the employee concerned will have to bear the cost.

A claim shall be made, appropriately with bills, through Expenses Reimbursement Form (HAIO/GP/FORM5) devised for the purpose. The Expenses Reimbursement Form shall first be submitted to the assigned superior/ higher authority, who shall subsequently verify and approve the claims.

10. CONFIDENTIAL INFORMATION

Employees are to maintain strict confidentiality of all data or information concerning the Company, or any of its associates/related companies. The data or information such as corporate proposals /exercises, costing, salary, trade secrets, processes, methods, decisions, advertising or promotional programs, distributor network structure and bonuses, customer and supplier list, business forecasts and discoveries and financial reports which have not been officially announced or are all regarded as confidential in nature. Under no circumstances should the employee divulge to any person or firm the secrets of the Company, and especially not to reveal our supplier's and customers' details to any third party, unless requested by any financial institutions, government bodies and properly authorized by the Group MD/ED and Group CFO. This provision shall be applicable even after the termination of employment with the Company.

Employees should also exercise caution to avoid misusing or unintentionally disclosing confidential information, this includes:

- Keeping electronic and paper documents and files containing confidential information in a safe place;
- Not discussing confidential matters where they could be overheard, for example, in public places such as elevators, hallways, restaurants, etc.
- Transmitting confidential documents by fax or e-mail, only when it is reasonable to believe this can be done under secure conditions;
- Restrict from using confidential documents as recycled papers; and
- Shredding off documents instead of disposing in dustbin once the documents need to be discarded.

Directors and key personnel who have access to such data and information are required to sign off a Confidentiality Statement with terms that will take effect after the cease of employment or directorship.

Non-Disclosure Agreements (NDA) shall be extended to consultants, vendors or contractors or any external party to protect and restrict the use of business information if it is required to disclose to the other party for a potential business undertaking. The NDA shall be signed off between the parties before or upon commencement of the potential business transactions.

Dealing in Listed Securities (Beshom listed shares)

The directors, principal officers (as defined under 14.02 (i) of the Bursa Main Market Listing Requirements (MMLR)) are required to comply with the Bursa requirements, in relation to dealing Beshom listed shares.

An affected person must not deal in the listed securities of the company as long as he is in possession of price-sensitive information relating to the company. However, who is not in possession of price-sensitive information relating to listed securities may engage in dealings with such listed securities during a closed period provided that he / she complies with the procedures set out in paragraph 14.08 of the MMLR.

"Closed Period" means a period commencing 30 calendar days before the targeted date of announcement up to the date of the announcement of its quarterly results to the Exchange.

The company may extend the obligation to observe the requirements on dealing of Beshom listed shares to employees who though not the principal officers as defined under the MMLR but may have access to the price sensitive information in any form of sources. The named employees (the name list is at the discretion of the Company and who will be officially notified by HR Dept) are free to trade during open period and are required to practice the procedure notifying his/her intention to trade and inform the company (Group Finance Department) via a prescribed form (Notification On Dealing Of Shares During Closed Period) the details of shares purchased/sold during closed period within 3 market days immediately after the transactions, if any.

11. PUBLIC ANNOUNCEMENT

Employees are not allowed to make public statements regarding the affairs and corporate news of the Company unless it is authorized by the Board of Directors of the Company.

12. RELATED PARTY TRANSACTION

Neither the employee nor his/family shall, whether directly or indirectly, enter into any contractual arrangement or business transaction with the Company (other than employment contracts and normal staff purchase) or any of its current or prospective suppliers or customers for the purchase, sale, lease or supply of products services or others that may create a conflict of interest.

If a related party transaction (RPT) is unavoidable and base on the ground of fair competition, the employee is required to fill in a declaration form and to submit to the Group Internal Audit Department and to be approved by the Group RPT Committee. In the event the transaction involves a company director, Group Internal Audit Department shall submit the declaration form as received or compiled to Audit Committee for review and approval.

If the transaction is of material value, there is equals or above 5% of the Group Net Tangible Asset value, the related party transaction (whether involves employee or director or person connected to them) should get the prior approval from the Board of Directors and from the shareholders (if the case need so) subject to the Bursa Securities Listing Requirements.

The Company will also report all material related party transactions as required by Bursa Securities or any other regulatory bodies.

13. INSIDER TRADING

Non-public information which might influence the market price of the Beshom shares shall be kept in strict confidence until publicly released by the Board of Directors or Managing Director who is authorized by the Board of Directors. Furthermore, employees who have sensitive information which could influence the price of Beshom

shares and related rights, must refrain from directly or indirectly executing transactions in Beshom shares and related rights and revealing such information to others.

14. COMPLIANCE OF GOVERNMENT RULES

Notwithstanding anything to the contrary, an employee shall not do or omit to do any act which would result in the contravention of any law in Malaysia and other rules, regulations and by laws of the States which might be applicable. The company and its employees and partners should also be aware of complying with the legal and contractual obligations in dealing with the foreign governments and regulatory agencies with which they are in contact.

15. COMPANY PROPERTY & INTELLECTUAL PROPERTY

Company property should only be used for legitimate business purpose. Employees are expected to take good care of company property and not expose it to loss, damage, misuse or theft. Company chop and any pre-printed documents bearing the Company's logo must be kept in a safe place. Similarly, employees have a duty to protect Company's intellectual property such as trademarks, domain names, patents, industrial designs, copyrights and trade secrets. Any inventions, discoveries, IT programmes, design or ideas by employees during the course of their work shall be deemed fully & completely by the Company's property.

16. PURCHASING CODE OF ETHICS

The purchasing code is a code that applies to all employees involved in the purchasing process within the Company. The purchasing employees are expected to:

- To give first consideration to the objectives and purchasing policies of the Company;
- To strive to obtain the maximum value for each ringgit of expenditure;
- To support the principle of fair competition as a basis for selecting suppliers and awarding business to suppliers (minimum two quotations must be sought for making fair comparison);
- To fully comply with the internal purchasing process of purchase requests and purchase orders when awarding business to a supplier. No purchase will be done without a properly authorized Purchasing Order;
- To authorize Purchasing Order within the approved purchase limit;
- To make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a supplier.

The above-mentioned policies are part of the purchasing policies and standard practices, purchasing employees are obliged to refer and comply with the full and detailed set of the purchasing policies apart from the Code.

17. FINANCIAL CODE OF ETHICS

As a public listed company, it is of critical importance that corporate filings and disclosure of material information to Securities Commission, Bursa Malaysia and other relevant government bodies be accurate, clear, timely and complete. The Finance & Accounts Departments bear a special responsibility to the Company. Because of this special role, all members of Finance & Accounts Departments are bound by following Financial Code of Ethics:

- Act honestly, professionally and in good faith when discharging and performing duties and responsibilities;
- Ensure due diligence is observed when disseminating financial or relevant information that is accurate, complete, timely and understandable in reports and documents that Beshom files with, or submits to, government agencies, securities commission, Bursa Securities and in other public communication;
- Refrain from directly or indirectly taking any action to fraudulently influence, coerce, manipulate or mislead persons preparing the financial statements or to otherwise take any action directly or indirectly that would cause such financial statements to be materially incorrect or misleading;
- Ensure that the company's accounts and reporting complied with applicable approved accounting standard in the country it operates;
- Give due consideration to assessing the quality of financial controls, including internal controls over Financial reporting, as well as to implementing control improvements;

- Ensure that the professional competences and skills are maintained at a level that is consistent with the responsibility of their job, with due observance of requirements from professional bodies.

18. ANTI-BRIBERY AND ANTI-CORRUPTION

This Code makes reference Beshom Group's Anti-Bribery Policy and collectively promote good and sustainable business practices (extract of this policy is available on Beshom Group's corporate website at www.beshom.com).

The Company and its group of companies have adopted a zero-tolerance approach to bribery and will not pay any bribes to anyone for any purpose. All employees are prohibited from soliciting, accepting, offering, or giving any form of bribes in the conduct of the Company's businesses. All employees shall refer to, understand, and comply with the Group's Anti-Bribery Policy, including the specific policies referred therein.

When faced with any attempted bribery or bribery conduct, an employee who is offered a bribe or being solicited for a bribe must refuse the offer or solicitation and report to any member of the Anti-Bribery Compliance and Support team (ABCS).

Any employee who is involved in a bribery conduct, whether as a giving or receiving party, will be dealt with seriously by the Company, including any appropriate disciplinary actions, as well as reporting to the relevant authorities.

19. HEALTH & SAFETY AND ENVIRONMENT

All employees shall take reasonable measures to minimise the impact of business operation through strengthened efforts towards protecting the environment.

The Company Safety Policy is committed to a strong safety program that protects its staff, its property and the public from accidents.

- Our objective is to conduct our business in the safest possible manner consistent with the Occupational Safety & Health Act, and any other applicable legislation.
- Employees at every level, including management are responsible and accountable for the Company's overall safety initiatives.
- Complete and active participation by everyone, everyday in every job is necessary for the safety among all workers on the job site.
- An injury and accident-free workplace is our goal.

Creating a healthy and accident-free workplace is our commitment. We believe that all accidents can be prevented and that all employees have a common responsibility to care each other and environment. The full co-operation and support from all employees are necessary to ensure the Safety Policy and initiatives are implemented effectively.

BESHOM HOLDINGS BERHAD AND GROUP OF SUBSIDIARIES ("BESHOM GROUP" OR THE "GROUP") INTEGRITY AND BACKGROUND DECLARATION FORM FOR EMPLOYEES

Name of Person ("I"):

Position:

1. I have read and fully understood the contents of Beshom Group's Code of Ethics & Business Conduct, including the Group's Anti-Bribery Policy and specific policies referred therein.
2. I shall at all times comply with Code of Ethics & Business Conduct laid down being essential for the proper conduct of my employment with the Group.

3. I shall continue to abide on the code of confidentiality (item 10) of the Code of Ethics & Business Conduct after termination of my employment with the Group.
4. I declare that, to the best of my knowledge: *(tick whichever is applicable)*
☐ I am not aware of any conflicts that I have with the Group, its personnel, or its business.
☐ apart from the conflicts declared below, I am not aware of any other conflicts that I have with the Group, its personnel, or its business.

	Name of Conflicted Party (actual, potential, and perceived)	Relationship with Conflicted Party	Nature of Conflict of Interest Situation with the Beshom Group and Detailed Description (e.g. shareholdings, directorships, or close family member relationship)
(i)			
(ii)			
(iii)			
(iv)			

5. I agree to notify the Beshom Group, as soon as practicable, on any emerging or new actual, potential, or perceived conflict of interest situations arising.
6. I declare that: *(tick whichever is applicable)*
☐ I have never been convicted of any crimes or offences, other than traffic offenses (if any).
☐ I have been convicted of the following crimes or offences, other than traffic offenses (if any).

- 7.
8. Failing to comply with the Clauses 2, 3, and 4 above, the Group has the right to undertake any disciplinary action against me for serious misconduct including suspension or dismissal or even legal actions.

Note:

You are required to disclose any conflict of interest situations with the Group, which may include, but not limited to, the following (i.e. Close Relationship - family members or related party as defined under Chapter 1 of Bursa Malaysia Securities Berhad's Main Market Listing Requirements):

- a director or employee of the Group having a Close Relationship with an external stakeholder of the Group, such as a supplier, distributor, customer, or a person with authority at a regulator, government agency, department, or authority which the Group is required to deal with substantially, etc.;*
- a director or employee of the Group having a Close Relationship with another director or employee of the Group;*
- a director or employee of the Group having a Close Relationship with a recipient of donation or sponsorship made by the Group; and*

- a director or employee of the Group having a Close Relationship with a key competitor of the Group

(Note: Close Relationship – "family members" or "related party" as defined under Chapter 1 of Bursa Malaysia Securities Berhad's Main Market Listing Requirements)

I declare that all information provided in this Form is, to the best of my knowledge and belief, true, complete, and accurate. I understand that if any information is untrue, incomplete, or inaccurate, the Beshom Group reserves the right to review my employment with the Group including but not limited to contracts, employment or appointment, which may lead to disciplinary actions, dismissal, and even reporting to the authorities.

Name : _____

NRIC No./ Passport Number : _____

Signature : _____

Date : _____

APPENDIX I: CONTACT DETAILS FOR BREACH OF CONDUCT

First Contact Point	Jessica Lim (Head of Group HR)	12, Jalan Selasih Off Jalan Teluk Gadong, 41100 Klang Selangor Email: jessicalim@beshom.com
Prescribed Persons	Tan Keng Kang (Group Managing Director)	1, Jalan Kelawar, 6/4H, 40000 Shah Alam, Selangor Office No: 03-3342 3322 Ext: 518 Email: tankk@beshom.com
	Hew Von Kin (Group Executive Director)	11, Jalan SS1/2, Kampung Tunku, 47300 Petaling Jaya, Selangor Office No: 03-3342 3322 Ext: 515 Email: hewvk@beshom.com
Chairman	Ng Chek Yong (Group Chairman, Senior Independent Director)	No. 1D6, Block D, Lorong F, Village Grove Condominiums, Taman Satria Jaya, BDC Stampin, 93350, Kuching, Sarawak Email: ngcy@beshom.com
Audit Committee Chairman	Dato' Lee Teck Hua (Independent Director of Beshom)	No. 15A, Jalan Batu Tiga Lama, Kawasan 16, Taman Rashna, 41300, Klang, Selangor. Email: leeth@beshom.com

APPENDIX II: REPORTING VIOLATION



Contact list - HR Online System (Code of Ethic)
联络名单 - 人事部网上系统 (道德与商业准则)

CONFIDENTIALITY POLICY

1. AIMS & OBJECTIVES

All directors, employees and personnel of Beshom Holdings Berhad and its subsidiaries and associate companies ("BESHOM Group" or "Group" or "Company") have a duty of maintaining the confidentiality of information received by them in the course of their employment or engagement. This Confidentiality Policy stipulated the confidentiality and non-disclosure duties and obligations of the directors, employees and personnel of BESHOM Group.

The directors, employees and personnel of BESHOM Group will, in the course of their employment and engagement, become aware of and possess information of the Group or of third parties disclosed to the Group that is not generally known. This may include information which if disclosed could jeopardise the interests of the BESHOM Group. It may also include commercial trade secrets disclosure of which could harm the interests of the Group.

All directors, employees and personnel of the BESHOM Group have a duty to keep such information strictly confidential and to use it only for the proper purposes in accordance with the law.

2. PURPOSE

The purpose of this Confidentiality Policy is to lay down the principles that must be observed by all who work with the BESHOM Group and have access to confidential information.

This policy, where relevant, should be read in conjunction with the appointment letter and/or employment contract applicable to directors, employees and personnel, and other work rules, policies and procedures applicable to BESHOM Group directors, employees and personnel.

3. CONFIDENTIAL INFORMATION

Confidential information includes any information which is not publicly known. It can concern technology, business, finance, transaction or other affairs of a company. It includes information which is commercially valuable such as the Group strategic proposals, business plans, trade secrets, trading terms with suppliers & customers or business information on products costing & profit margin, as well as personal information.

Examples of confidential information include but are not limited to: any document, discovery, invention, improvement, patent specification, production procedures, designs, know-how marketing and sales data,

formulations, plans, ideas, books, accounts, data, reports, drafts of documents of all kinds, correspondence, client information, lists and files, decisions, product information, import and export, information about employees, strategies, drawings, recommendations, office precedents, policies and procedures, forecast, budget and financial information in any form, i.e. physical, electronic, electro- magnetic or otherwise, whether in written, oral or electronic form prepared by BESHOM Group, that given the nature of the information or circumstances surrounding its disclosure, would reasonably be considered Confidential Information, regardless of whether it is identified as being “Restricted Information” at the time of disclosure.

Confidential information to do with unpublished inventions or design that can be particularly sensitive. For instance, disclosure of an unpublished information invention or design before a patent application is filed will cause irreversible loss of intellectual property rights to the owner of the invention or design. Even after a patent application is filed, care must be taken not to disclose improvements to the invention or design. Trade secret protection will also be lost through open disclosure of the secret.

4. PRINCIPLES

BESHOM Group expects all of its directors, employees and personnel to handle all confidential information in a sensitive and professional manner. The Group directors, employees and personnel are under an obligation not to gain access or attempt to gain access to information which they are not authorised to have. The Group, however, recognises the importance of a transparency culture with clear communication and accountability. The BESHOM Group wishes to maintain personal and organisational safety and expects all directors, employees and personnel to handle confidential information in a way which protects organisational security.

The purpose of confidentiality is essentially two fold. Firstly, it protects sensitive or confidential information of the Group and its stakeholders, suppliers, business associates, clients and customers. Secondly, in order for the Group to be effective, BESHOM Group directors, employees and personnel must be able to share information and knowledge, and therefore confidentiality is necessary as a condition of trust.

The best protection against breaches in confidentiality is to keep the number of employees and personnel who have access to sensitive information to a necessary minimum.

Intentional, repeated, accidental, or unauthorised disclosure of any confidential information by any member of staff will be subject to disciplinary action. Any such disciplinary action will take account of the confidential and possible sensitive nature of the information and will make sure that in dealing with it, no further breaches of confidentiality take place.

5. MAINTENANCE OF CONFIDENTIALITY & NON-DISCLOSURE

BESHOM Group directors, employees and personnel:

- must keep confidential all confidential information;
- may use confidential information solely for the purposes and in performing their duties as a director and employee of the BESHOM Group; and
- may only disclose confidential information to persons who are aware that the confidential information must be kept confidential and who have a need to know (but only to the extent that each person has a need to know).

The director's, employee's and personnel's obligation of maintaining confidentiality and non-disclosure does not extend to confidential information that is required to be disclosed by the employee pursuant to an order of a Court or any statutory authority. The employee or person will promptly notify the Company of any such requirement to enable the Company to take necessary action as deemed fit by the Company in the circumstances. At the end of the period of employment, BESHOM Group directors, employees and personnel must return to the Group:

- all confidential information in material form;
- those parts of all notes and other records in whatsoever form, based on or incorporating confidential information;
- all copies of confidential information and notes and other records based on or incorporating confidential information; and

- all copies of confidential information and notes and other records based on or incorporating confidential information; and

The obligation of maintaining confidentiality and non-disclosure will continue even after the end of the period of employment or engagement in respect of all confidential information.

Any directors or employee found to be in breach of this confidentiality and non-disclosure obligation, whilst employed by the BESHOM Group will be disciplined, and in serious instances, dismissed. Any ex-employee found to be in breach of this confidentiality obligation may be subject to legal action being taken against them, dependent upon the circumstances of the breach, including cancellation / withdrawal of any or all benefits if extended to the ex-employee by the Company.

This policy will operate in conjunction with the contract of employment or letter of appointment for BESHOM Group directors, employees and personnel.

6. NEED TO KNOW

Confidential information is only to be disclosed on a "need to know" basis, and only when the information is necessary to the director or employee for performing his or her employment duties effectively.

7. CIRCUMSTANCES IN WHICH INFORMATION CAN BE DISCLOSED

7.1 Subject to "need to know" basis, the confidential information including the data generated from the Group Internal Information System to be disclosed only when prior authorization been obtained:-

- a. With the approval of the head of company or his/her reporting superior (with job grading not lower than grade 4) for a particular purpose;
- b. With the approval / authorization by the Group Managing Director / Group Executive Director:
 - For information containing a wider scope of confidential and sensitive data;
 - For employees of job grading 4 and above.

7.2 Any Confidential Information may be disclosed by a Party / Director/ Employee ("**disclosing Party**") to any governmental or other authority or regulatory body or court of law of stock exchange or any other person wherever where so required by law, to such extent only as is necessary for the purposes of his / her employment duties effectively, or as is required by law and subject in each case to the disclosing Party ensuring that the person in question keeps the same confidential (where applicable) and does not use the same except for the purpose which the disclosure is made.

The BESHOM Group director or employee must be able to justify any decision when information has been disclosed.

Notwithstanding the aforesaid, any Confidential Information may be used for any purpose or disclosed by a party to any other person to the extent only that:

- (i) It is at the date of disclosure or thereafter becomes public knowledge through no fault of the disclosing Party (providing that in doing so the disclosing Party shall not disclose any Confidential Information which is not public knowledge);
- (ii) It can be shown by the disclosing Party to the reasonable satisfaction of the other Parties that the Confidential Information has been known to it prior to the Confidential Information being disclosed by the other Parties to the disclosing Party.

8. STORAGE OF DATA

No written document containing confidential information must be left visible where it can be read by anyone. This includes telephone messages, computer prints, letters and other documents. All hardware containing confidential information must be exercised a reasonable degree of care and stored / saved in a secure environment.

Employees should also exercise caution to avoid misusing or unintentionally disclosing confidential information. This includes keeping electronic and paper documents and files containing confidential information in a safe place; and transmitting confidential documents by e-mail or through other electronic means or mobile devices only when it is reasonable to believe this can be done under secure conditions;

9. DISPOSAL OF INFORMATION

All media containing confidential information must be disposed off in a manner that ensures that information is not disclosed to an unauthorised person.

- Restrict from using confidential documents as recycled papers; and
- Shredding off documents instead of disposing in dustbin once the documents need to be discarded.

10. REVIEW

This Confidentiality policy shall be periodically reviewed taking into consideration the needs of the Group as well as any development in rules and regulations that may have an impact on the discharge of one duties and responsibilities.

DISCIPLINARY CODE

CATEGORY I

Warning (Verbal) for first offence

Reprimand (Written) for second offence

Dismissal for third offence

1. Failure to obey reasonable order or lawful instruction.
2. Loitering.
3. Late attendance for duty without reasonable excuse.
4. Ceasing work before the proper finishing time.
5. Any action contrary to company operating procedure.
6. Absence without prior leaves.
7. Absence without doctor's sick certificate.
8. Interfering with another person's work or disturbing others during working hours.
9. Failure to clock in and out the office / factory.
10. Inciting or aiding another employee to commit any of the above offence.

CATEGORY II

Liable to suspension or dismissal

1. Negligence of duty.
2. Sleeping whilst on duty.
3. Smoking in places where smoking is prohibited.
4. Any immoral act within the Company's premises.
5. Reporting for duty in an intoxicated state.
6. Threatening to cause physical harm or injury to other employee or their families or intimidation of whatever nature.
7. Causing or instigating discontentment employees against the Company or its officers.
8. Refusal to submit to a search when instructed.
9. Holding unauthorized meeting in the Company's premises.
10. Under police detention or imprisonment for criminal or subversive acts / offences.
11. Engaging in any forms of gambling or dart games whether for money or not.
12. Willful insubordination.
13. Unreasonably refusing to work overtime or to work on rest day or public holidays when instructed.
14. Willful slowing down of work or inciting other to do so.
15. Inciting or aiding another employee to commit any of the above offences.

CATEGORY III

Instant dismissal

1. Gross negligence resulting in damages to the Company's properties or financial losses.
2. Stealing company's products or properties, or misappropriation of Company's funds.
3. Stealing another person's properties within the Company's premises.

4. Riotous, disorderly behaviour, fighting or assaulting another employee within or outside the Company's premises.
5. Interference and sabotaging with the lawful administration of the company.
6. Clocking in or clocking out for another employee.
7. Conduct within the Company premises, which is likely to endanger the life or safety of any person or cause damage to property.
8. Assaulting a superior officer within or outside the Company's premises.
9. Disclosing the Company's commercial or manufacturing secrets or calculations or designs to any unauthorised person.
10. Falsification, defacement, or destruction of any record of the Company.
11. Acceptance of bribes, and kick-backs to act contrary to the Company.
12. Inciting or aiding or abetting another employee to commit any of the above offences.

NOTE:

1. Any other offences that are committed and not listed here shall be dealt with in accordance with the seriousness of the misconduct.
2. All Heads of Departments, Executives, and Supervisors are authorised personnel to initiate the appropriate disciplinary action for the enforcement of the discipline and to receive and deal with grievances appropriately.

HOSTEL MANAGEMENT RULES & REGEULATIONS

1. COVERAGE

- 1.1 Employees residing in company's hostel must comply with the rules and regulations set.
- 1.2 Employees residing in company's hostel are under the jurisdiction of Group Human Resource Department.
- 1.3 The Group Human Resource Department is empowered to appoint a Head to ensure employees comply with the rules and regulations set and handle any arising matters.

2. APPLICATION

- 2.1 Application is solely for employees from outstation.
- 2.2 Employees who wish to reside at company's hostel must fill in the application form that is available from the Group Human Resource Department / Human Resource Online System.
- 2.3 Application must be made in advance and approval granted by Group Human Resource Department prior moving in.
- 2.4 Application for temporary stay (ranges from 1 day to 1 week) need not to fill in the application form, but must obtain prior approval from Group Human Resource Department before moving in.
- 2.5 New recruit employees must obtain prior approval through Superior before moving in and the application form must be completed and handed in to Group Human Resource Department within 3 days from the first day of work.
- 2.6 Approval is based on availability of rooms on twin sharing basis.

3. RULES TO COMPLY

- 3.1 Outsiders are not allowed to reside in the hostel. Under special circumstances if required, employee must obtain prior permission from Group Human Resource Department.
- 3.2 If no permission granted, outsiders are not allowed into the hostel.
- 3.3 Gambling, fighting and other illegal activities are strictly prohibited in the hostel.
- 3.4 Always maintain a quiet environment in the hostel to avoid causing disturbances to others.
- 3.5 Resting hours is from 12am – 6.30am, unless emergency arises otherwise do not move in and out of the hostel during resting hours.
- 3.6 Room visiting hours ends at 11pm and employees are not allowed to overstay in others' room.
- 3.7 Do not move freely or stay in the room of the opposite sex.

- 3.8 The Head is empowered to handle any non compliance of rules or discipline issues, serious cases can be directed to Group Human Resource Department.
- 3.9 All employees have the responsibility to protect and safeguard company's assets in the hostel.
- 3.10 Compensation must be made for those who abuse usage of company's assets or destroying with intention.
- 3.11 All defects such as malfunction air-conditioner, refrigerator, television, fan and etc., must report immediately to Group Human Resource Department for repairs to be made.
- 3.12 Consumable items such as gas, newspaper, detergents, toilet rolls, and etc. are to be borne by employees individually or on sharing basis. If required, monthly contributions can be made to a fund for consumable items expenses.
- 3.13 Company will collect a nominal amount for payment of utilities purpose. The money must be paid to Account Department before 15th of each month.

4. CLEANLINESS

- 4.1 Every resident has the responsibility to maintain the hygiene of the hostel.
- 4.2 Every resident has the responsibility to dispose their personal garbage daily. If reported indisposed garbage, all hostel residents will be fine RM10/= per resident for each incident.

5. HOSTEL SAFETY

- 5.1 Avoid using the electrical socket in the kitchen simultaneously in order to prevent current overload (especially when boiling water).
- 5.2 Unplug all the electrical appliances when not in used to avoid electric shock.
- 5.3 Turn off the gas tank when it is not in used for long period of time.
- 5.4 Ensure the gate is properly locked each time you leave or enter the hostel.
- 5.5 Switch off all electrical appliances in respective individual room before leaving the hostel so as to prevent electrical fire.

6. OTHERS

- 6.1 Employees who do not comply with the above rules and regulations, the Group Human Resource Department has the right to instruct the concerned employee to move out from the hostel.
- 6.2 The above rules and regulations are by no means exhaustive, the Group Human Resource Department reserved the rights to review and amend when necessary at its discretion.

LIST OF COMPANY'S PANEL DOCTORS

Name of Clinic	Location	Telephone no	Consultation Hours
Klinik Kelang	25, Jalan Goh Hock Huat, 41400 Klang, Selangor.	03-33423361	<u>Daily (including Public Holidays)</u> 8.00am - 10.00pm
Klinik Anda Klang	68, Jalan Nanas, 41400 Klang, Selangor.	03-33427916	<u>Monday - Friday</u> 9.00am - 1.00pm 2.30pm - 4.30pm 7.00pm - 9.30pm <u>Saturday</u> 9.00am - 1.00pm 2.30pm - 4.30pm <u>Sunday & Public Holidays</u> 9.00am - 12.30pm
TGGD Medical & Dental Clinic (Setia Alam)	Level 1, Top Glove Tower, 16,	03-58869999	<u>Monday - Saturday</u> 9.00am - 9.00pm

	Persiaran Setia Dagang, Setia Alam, Seksyen U13, 40170, Shah Alam, Selangor.	<u>Sunday</u> 9.00am - 3.00pm
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Email and Internet Usage Policy

1. Purpose

The purpose of this Email and Internet Usage Policy is to outline the guidelines and rules for using the company's email and accessing online resources while connected to the organization's network or using company-owned devices. This policy aims to ensure the security, integrity, and professional use of the company's email and internet. This policy also aims to promote a productive and respectful work environment while safeguarding the organization's assets and reputation.

2. Scope

This policy applies to all employees, contractors, consultants, and any other individuals who have used the company's email and access to the organization's network or use company-provided devices to access the internet.

3. Acceptable Use

Email and internet usage are permitted for work-related purposes, including research, communication with colleagues and clients, accessing online tools or services relevant to the job duties, and other activities directly related to official responsibilities.

4. Unacceptable Use

1. 4.1 Engaging in any activity that violates local, state, national, or international laws and regulations is strictly prohibited.
2. 4.2 Accessing, downloading, or sharing any illegal or pirated software, copyrighted materials, or confidential information is strictly prohibited.
3. 4.3 Visiting or accessing inappropriate, offensive, or explicit content, including websites promoting violence, hate speech, discrimination, or harassment, is strictly prohibited.
4. 4.4 Using the Internet for personal financial gain, commercial ventures unrelated to the organization, or any unauthorized business activities is prohibited.
5. 4.5 Participating in online gaming, gambling, or engaging in other non-work-related recreational activities is not allowed during work hours.
6. 4.6 Uploading or distributing malware, viruses, or any malicious software is strictly forbidden.
7. 4.7 Bypassing network security measures, attempting unauthorized access to other systems or accounts, or any activity that compromises the organization's security is prohibited.

5. Email Usage

1. 5.1 Email accounts provided by the organization are designated for official communication purposes related to work responsibilities.
2. 5.2 Exercise discretion and professionalism in all email communications, ensuring adherence to the organization's code of conduct and policies.
3. 5.3 Do not use email for transmitting sensitive or confidential information unless authorized by the management. All confidential business documents attached must be password protected.
4. 5.4 Refrain from forwarding chain letters, spam, or any unauthorized mass emails that could compromise the organization's network or reputation.
5. 5.5 Avoid using the organization's email for personal correspondence or violate any other sections of this policy.
6. 5.6 Regularly review and manage emails to maintain mailbox efficiency.

7. 5.7 Report any suspected phishing attempts, suspicious emails, or security threats promptly to the MIS department.

6. Data Security

1. 6.1 Employees are responsible for protecting sensitive information and data while using the company's email and internet. This includes not sharing sensitive information with unauthorized individuals or storing it in insecure locations.
2. 6.2 Use strong passwords for all online accounts, and refrain from using the same password for work and personal accounts.
3. 6.3 Exercise caution when clicking on links or downloading files from unknown or suspicious sources.

7. Social Media and Online Communications

1. 7.1 Exercise caution when posting on social media or engaging in any online discussions related to work matters.
2. 7.2 Do not disclose confidential or proprietary information about the organization, its clients, or colleagues without proper authorization.

8. Bandwidth and Network Resources

Avoid unnecessary or non-work-related internet usage that may strain the organization's network resources or compromise network performance.

9. Monitoring and Privacy

The organization reserves the right to monitor the company's email and internet usage on company networks and devices to ensure compliance with this policy and to protect the organization's interests.

10. Consequences of Policy Violations

Violation of this Email and Internet Usage Policy may result in disciplinary action, which can include verbal or written warnings, suspension, termination, or legal action, depending on the severity and frequency of the offence.

11. Reporting Violations

Employees are encouraged to report any suspected policy violations or security incidents promptly to their superiors or the Group HR department.

12. Updates to the Policy

The organization reserves the right to update or modify this policy as needed. Employees will be notified of any policy changes promptly.

13. Acknowledgment

All employees must acknowledge that they have read, understood, and will comply with this Email and Internet Usage Policy.

By adhering to this Email and Internet Usage Policy, we can ensure a secure and productive work environment while maintaining the organization's integrity and reputation.

PERSONAL DATA PROTECTION NOTICE

The Personal Data Protection Act 2010 (hereinafter referred to as the “PDPA”), which regulates the processing of personal data in commercial transactions, applies to **Beshom Holdings Berhad and its related entities** (hereinafter referred to as “BESHOM”, “our”, “us” or “we”). For the purpose of this written notice, the terms “personal data” and “processing” shall have the meaning prescribed in the PDPA.

1. This written notice serves to inform you that your personal data is being processed by or on behalf of BESHOM.
2. The personal data processed by us include all information contained in Employment Application Form, together with other information we may obtain about you, including but not limited to personal data collected through both oral and/or written communications with you and all other relevant documentation.
3. We are processing your personal data, including any additional information you may subsequently provide, to perform all functions relevant to our appointment of you as an **employee/intern** of BESHOM and performing such other contract as may have been entered between you and us and such other purposes as may be related to the foregoing (“Purposes”). It is obligatory that you supply us with the personal data unless we otherwise specify. If you fail to supply to us the personal data which is obligatory to be provided by you, we may not be able to process your personal data for any of the Purposes.
4. In addition, you hereby expressly consent to our processing of your sensitive personal data such as information about your *NRIC No. nationality, date of birth, race, religion, marital status, health, weight, height, contact details, Driving License No. Bank Account No. etc* for the Purposes.
5. You may access and request for correction of your personal data and to contact us with any enquiries or complaints in respect of your personal data to Group HR department.

In accordance with the PDPA:

- a. We may charge a fee for processing your request for access or correction; and
 - b. We may refuse to comply with your request for access or correction to your personal data.
6. Your personal data may be disclosed to our related entities, licensees, auditors, banks, governmental and/or quasi-governmental departments and/or agencies, regulatory and/or statutory bodies, business partners and/or service providers and any such third party requested or authorized by you for any of the above Purposes or any other purpose for which your personal data was to be disclosed at the time of its collection or any other purpose directly related to any of the above Purposes.
 7. Your personal data may be transferred to a place outside Malaysia.
 8. You are responsible for ensuring that the personal data you provide us is accurate, complete and not misleading and that such personal data is kept up to date.
 9. We may request your assistance to procure the consent of third parties whose personal data is provided by you to us and you agree to use your best endeavors to do so. You shall indemnify us in the event we suffer any loss or damage as a result of your failure to comply with the same.
 10. In the event of any inconsistency between the English version and the Chinese version of this notice, the English version shall prevail over the Chinese version.

HOSPITALIZATION & SURGICAL INSURANCE (H&S POLICY)

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H&S HOSPITAL NAME LIST

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