

B E S H O M

Human Resource Online System

Employee Handbook (Updated DECEMBER 2024)

<< [Previous](#)

[Read all](#)

[Content](#)

[Print](#)

Next >>

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 zerotolerance 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 considered 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'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
--	---	----------------------------------

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)

[Please click here.](#)

H&S HOSPITAL NAME LIST

[Please click here.](#)

