

**INARI AMERTRON BERHAD**

**Code of Business Conduct and Ethics**

## **1. Introduction**

- 1.1 The Board of Directors (the “Board”) of Inari Amertron Berhad (“Inari” or the “Company”) has established and adopted this Code of Business Conduct and Ethics (“Code”) which reflects the Board’s commitment to maintaining the high standard of ethical conduct and practices expected from Directors, Employees and Associated Third Parties of Inari and its subsidiaries (collectively “Inari Group” or “Group”).

## **2. Purpose**

- 2.1 This Code serves as a documentation of Inari Group’s commitment towards business practices that are fair, effective and efficient for all parties.
- 2.2 This Code serves as a guide to support the Directors, Employees and Associated Third Parties of Inari Group to live up to the high ethical business standards and their conduct with regards to businesses of the Group.
- 2.3 This Code has been crafted with intention of achieving the following aims:
- 2.3.1 Underline Inari Group’s commitment towards ethics and compliance with the relevant laws and regulations;
  - 2.3.2 Set a foundation for basic standards of ethical and legal behaviour within Inari Group;
  - 2.3.3 Facilitate Inari Group’s overall corporate identity and culture to create a supportive environment whereby ethics can thrive;
  - 2.3.4 Avoid practices that may impair Inari Group’s integrity, impartiality and reputation; and
  - 2.3.5 Create a culture where Employees feel confident to share ethical dilemmas and voice out concerns regarding potential misconduct.
- 2.4 Policies and rules for the acceptable conduct of all Employees are necessary for the benefit and protection of the rights and wellbeing of all Employees and the orderly operations of the businesses of the Group. These policies and rules delineate the perimeters of “what ought to be done” and “what ought not to be done” in order to define what is an “acceptable conduct” within the Group. Failure to abide by these policies and rules can lead to disciplinary actions, including, but not limited to, dismissal.
- 2.5 There will be serious ramifications for non-adherence to the stipulations in this Code based on the gravity of the breach. In selected cases, this could even lead to the termination of contracts and reporting to the relevant law enforcement agencies.

## **3. Scope and Application**

- 3.1 In this Code, unless expressly stated, words importing singular shall be construed as importing the plural and vice-versa. Additionally, words importing the masculine gender include feminine and words used in the present tense include the future as well.
- 3.2 This Code applies to all individuals working for Inari and all companies within Inari Group at all levels and grades. This includes employees, senior managers, managers and all individual working at all levels and grades (collectively “Employees”), Directors (whether full time, part-time, contract or temporary) and any third parties associated with us.

- 3.3 In this Code, associated third parties shall refer to any individual or organisation that an associate may come into contact during the course of his/ her engagement with Inari Group, which may include but not limited to customers, suppliers, contractors, agents, consultants, outsourced personnel, distributors, advisers, government and public bodies including their advisors, representatives and officials (hereafter together defined as “Associated Third Parties”).
- 3.4 Employees shall report to the direct reporting superior, Human Resource Department or designated recipient(s) on any misconduct or breaches of the Code, as provided for in the communication channel of Inari Group’s Whistleblowing Policy and Procedures that is made available on the Company’s website.
- 3.5 If a provision in the law conflicts with this Code, Directors, Employees and Associated Third Parties shall comply with the law. However, in the event that Directors, Employees and Associated Third Parties are uncertain as to whether a provision in this Code conflicts with the law, Directors and Employees may consult with direct reporting superior, Human Resource Department, designated recipient(s) or Company Secretaries (in the case of Directors) immediately, rather than disregarding the Code without consultation.
- 3.6 The nomenclature “shall” in this Code imposes an obligation or a professional call for the Directors, Employees and Associated Third Parties to comply with the specific provisions. In some situations, this Code may use conditional wording, such as “expected” which are aspirational in nature.
- 3.7 When the nomenclature “may” is used in the Code, it denotes permission to take a particular action in certain circumstances, including as an exception to a specific provision. It is not used to denote possibility.
- 3.8 The Code should be read together with enumerations encapsulated in the relevant legislative and regulatory promulgations including but not limited to the following:
- Companies Act 2016;
  - Malaysian Anti-Corruption Commission Act 2009;
  - Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001;
  - Capital Markets and Services Act 2007;
  - Whistleblower Protection Act 2010;
  - Main Market Listing Requirements of Bursa Malaysia Securities Berhad (“MMLR”);
  - Malaysian Code on Corporate Governance (“MCCG”); and
  - Corporate Governance Guide (4<sup>th</sup> Edition) by Bursa Malaysia Securities Berhad (“CG Guide”).
- 3.9 Where there is a conflict between the contents of this Code and the laws and regulatory promulgations, the relevant enumerations contained in the legislations and regulations shall prevail.
- 3.10 The Code shall also be read in tandem with other governance policies and documents of the Group such as the Delegated Approval Limits and Whistleblowing Policy and Procedures. In the event of ambiguity concerning the stipulations contained in this Code, stakeholders should consult the Group Human Resources department to navigate the attendant issues, rather than disregarding the Code without prior consultation.

#### 4. Key Beliefs

Integrity	Need all levels to walk the talk at all times
No excuse	Focus on the Success Formula
Aligned partnership	Customers, Our team, Suppliers
Result oriented	To delight Stakeholders, Customers and Employees
Initiative	Positive and can-do attitude

#### 5. Definitions

5.1 For the purpose of this Code, the terms listed below represent its respective definitions and shall exclude food and drinks, fruits, flowers and approved sponsorship, donation and contribution to Inari Group official events:

- “Benefits” : Any form of advantages or profits gained by Directors, Employees, and Associated Third Parties.
- “Bribery” : Offering, promising, giving, accepting or soliciting of an undue advantage of any value (which could be financial or non-financial), directly or indirectly in violation of applicable law, as an inducement or reward for a person acting or refraining from acting in relation to that person’s duties, action or decision.
- “Contribution” : A contribution is generally associated with a gift or payment to a for-profit organisation to help produce or achieve something together, or to help make something successful.
- “Corruption” : The provision or receipt of monetary or non-monetary bribe or reward of high value for performing in relation to Directors’, Employees’ and Associated Third Parties’ duties. This includes misuse of a public office or power for private gain or the misuse of private power in relation to business outside the realm of government.
- “Directors” : Board members including all Independent or Non-Independent Directors and shall also cover alternate Directors.
- “Donation” : Donation is an act by a voluntary contribution in the form of monetary or non-monetary gifts to a fund or cause for which no return service or payment is expected or made typically to a non-profit organisation, or charitable cause.
- “Employee” : An individual who accepts a form of remuneration from Inari Group in exchange of services to Inari Group on a permanent or temporary contract, assignment or secondment basis, including agents and consultants working for Inari Group.
- “Entertainment” : (a) The provision/ receiving of recreation; or  
(b) The provision/ receiving of accommodation or travel in connection with or for the purpose of facilitating entertainment of the kind mentioned in item (a) above, with or without consideration paid whether in cash or in kind, in promoting or in connection with a trade or business activities and/or transactions.

- “Family members” : Shall include Directors’ or Employees’:  
(a) spouse;  
(b) parent;  
(c) child, including adopted child and stepchild;  
(d) brother or sister; and  
(e) the spouse of his child, brother or sister.
- [as defined under Section 197(2)(a) of Companies Act 2016]*
- “Gifts” : Any form of monetary or non-monetary such as goods, services, cash or cash equivalents, fees, rewards, facilities, or benefits given to or received by Directors, Employees and Associated Third Parties, his or her spouses or any other person on his or her behalf, without any or insufficient consideration known to Directors, Employees and Associated Third Parties.
- “Harassment” : Any direct or indirect action, conduct or behaviour which an individual or a group of individuals finds abusive, humiliating, intimidating, offensive or hostile in terms of verbal, physical or visual.
- “Hospitality” : Business lunches/ dinners are accepted modes of hospitality. The provision/ acceptance of hospitality should be infrequent and non-lavish. The sole purpose must be for the enhancement of a business relationship and not for reciprocity.
- “Insiders” : Directors or Employees who possess, handle, know or ought to reasonably know price sensitive information that is not generally available to public.
- “Intellectual property” : Property that includes intangible creations of the human intellect such as copyrights, patents, trademarks, branding and technology.
- “Managers” : Persons who are responsible in controlling and administering a group of employees.
- “Money laundering” : The process of concealing the origin of money or properties obtained from criminal activities by passing it through legitimate business channels.
- “Personal interest” : Membership of an organisation’s Board of Directors/ Trustees/ Senior Management positions held either by Directors or Employees or their family members.
- “Proprietary information” : Information held by a person or entity concerning the know-how, trade secrets or other information of any kind, whether in printed or electronic format, including but not limited to Intellectual Property rights, technical information, business processes, sales forecasts, marketing strategies, customer lists or potential customer information, financial records or operations which is regarded as being confidential in nature (whether or not labelled as confidential) that belongs to and owned by Inari Group.
- “Sponsorship” : Sponsorship refers to the financial or in-kind support of an event, a sports team, a charity organisation, etc. with the objective of attaining legal business objectives.

“Third Party” : An external person or a company independent of Inari Group, which may include customers, contractors, external banks, enterprises and any other stakeholders with whom a business relationship, whether current, prospective or historic, exists.

## **6. Business Integrity**

### 6.1 Gifts, Entertainment, Hospitality and Travel

#### 6.1.1 Directors, Employees and Associated Third Parties shall NOT:

- 6.1.1.1. Offer, give, or promise to give a bribe or anything which may be viewed as a bribe to secure or award an improper business advantage;
- 6.1.1.2. Offer, give, or promise to give a bribe or anything which may be viewed as a bribe to a government official, agent or representative to facilitate, expedite, or reward any action or procedure;
- 6.1.1.3. Request or receive a bribe or anything which may be viewed as a bribe from a third party knowing or suspecting it is offered with the expectation that it will obtain a business advantage for them; or
- 6.1.1.4. Engage in any activity that might lead to a breach of this Code.

6.1.2 Directors, Employees and Associated Third Parties are dehorted from offering, giving, accepting or receiving gifts, entertainment, hospitality and/ or travel from/ to a third party or stakeholder of Inari Group that might create a sense of obligation and compromise their professional judgement or create appearance of doing so.

6.1.3 Directors, Employees and Associated Third Parties shall not offer, give, accept or receive any gifts, entertainment, hospitality and/ or travel from/ to a third party or stakeholder of the Group except if it is made from gestures that are construed to be legitimate contribution and provided that the gifts, entertainment, hospitality and/ or travel are presented in good faith and in accordance with gifts, entertainment, hospitality and travel approval matrix of respective company, which may be directly or indirectly offered as a result of or in anticipation of Directors', Employees' and Associated Third Parties' position or performance of duties with Inari Group or for cultivating good business relationship.

6.1.4 Directors, Employees and Associated Third Parties shall exercise proper care and judgement in respect of giving or receiving any gifts, entertainment, hospitality and/ or travel subject to the approval matrix.

6.1.5 Directors, Employees and Associated Third Parties shall take into consideration the impact of their actions with regards to how their actions are perceived (i.e. Influencing their decision and personal interest) and its impact towards the business operations of the Group prior to giving or accepting any gifts, entertainment, hospitality and/ or travel.

6.1.6 We encourage the use of good judgement when giving or accepting the gifts, entertainment, hospitality and/ or travel subject to the approval matrix. All gifts, entertainment, hospitality and travel must be:

- 6.1.6.1. Reasonable in value;
- 6.1.6.2. Infrequent in nature;
- 6.1.6.3. Transparent and open;

6.1.6.4. Not given to influence or obtain an unfair advantage; and

6.1.6.5. Respectful and customary.

6.1.7 Any provision or acceptance of gifts, entertainment, hospitality and/ or travel shall be declared via Gift and Hospitality Declaration Form and obtain approval in accordance with gifts, entertainment, hospitality and travel approval matrix of respective company.

## 6.2 Conflict of interest

6.2.1 Conflict of interest situation arises when a personal interest or activity interferes or appears to interfere with the duties of Directors and Employees to Inari Group. This includes, but not limited to:

6.2.1.1 A Director or Employee giving preference to his interests or the interests of his family members or persons with whom he has a close personal relationship, rather than to the interests of Inari Group. This includes being involved in the hiring, supervision, management and/ or career planning of his family members, or any other parties where a close personal relationship exists, in Inari Group;

6.2.1.2. Receiving or giving gifts, entertainment, hospitality and/ or travel as a result of the position of Director or Employee within Inari Group that may lead to a conflict of interest situation;

6.2.1.3 Directors and Employees are in a position to influence decisions that are made by Inari Group with respect to dealings with a business, enterprise or entity owned or partially owned by Director or Employee, Director's or Employee's family members or those with whom he has close personal relationships with; and/or

6.2.1.4 Directors or Employees competing with or against Inari Group in a business transaction.

6.2.2 All Directors and Employees are expected to make or participate in business decisions and actions during the course of their appointment or employment or other representation of Inari Group based on the best interests of Inari Group as a whole, and not based on:

6.2.2.1 Personal interests, considerations or relationships; and/or

6.2.2.2 Relationships with prospective or existing suppliers, contractors, customers, financial institutions, government or other stakeholders.

6.2.3 All Directors and Employees are prohibited from making any direct or indirect investments that would result in a conflict of interest between Inari Group and Director or Employee and/ or suppliers.

6.2.4 All Directors and Employees are required to declare or disclose to the direct reporting superior, Human Resources Department and Group Chief Financial Officer or Company Secretary(ies) (in the case of Directors) on any form of relationship that exists between themselves or their family members with any organisations, projects, contracts or business dealings involving Inari Group (if any), so as to avoid or mitigate the risk of conflicting interests. All Directors and Key Senior Management (KSM) are required to annually declare "Adherence to Code of Business Conduct and Ethics" and to disclose any related party transaction and/ or Conflict of interest situations that arose, persist or may arise within the Group including transaction and measures taken to resolve, eliminate or mitigate such conflicts. All Employees (except trainees and direct labours) shall declare "Adherence to Code of Business Conduct and Ethics" and disclose any related party transaction and/ or

conflict of interest situations that arose, persist or may arise within the Group upon on boarding and subsequently a voluntary disclosure as and when any related party transaction and/ or conflict of interest situations that arose, persist or may arise within the Group. All the above disclosure shall be reported by completing a "Conflict of Interest Disclosure" Form.

- 6.2.5 A Director or Employee shall not abdicate his duties in favour of personal matters and shall not conduct himself in such a manner that will bring his private personal matters into conflict with his duties.
- 6.2.6 In the event that a Director or Employee might find himself in actual or potential conflict of interest situation, or a situation which may potentially raise any questions pertaining to his ability to make decisions objectively, the following shall be considered:
  - 6.2.6.1 Abstain from any subsequent deliberations, negotiations, or any other affairs regarding the matter, including making decisions;
  - 6.2.6.2 If he is a Director, he shall declare the same to the Board and Company Secretary(ies), such declaration shall be documented; and/or
  - 6.2.6.3 If he is an Employee, he shall declare in writing to his direct reporting superior, Human Resources Department, Group Chief Financial Officer and Group Chief Executive Officer the nature and extent of conflict which may arise; or request his direct reporting superior to manage the said matters, including decisions on acceptance or rejection of proposal.
- 6.2.7 All Directors shall declare any conflict of interest that are apparent prior to their appointment. In the event that Directors are aware of any potential conflict of interest situations, these shall be disclosed to the Board and notified to the Company Secretary(ies) as soon as practicable.
- 6.2.8 All Directors shall disclose any other significant commitments with a broad indication of the time involved in those commitments and any subsequent changes to those commitments. The agreement of the Board shall be obtained before accepting any external commitments that may affect the Director's ability to devote time to his role and result in a conflict of interest situation.
- 6.2.9 All Directors and Employees shall not, without the prior consent from the Human Resource Department, Group Chief Financial Officer, Group Chief Executive Officer, designated recipients or Board (as the case may be), be engaged in any capacity in any trade, private business or occupation other than what he has been employed for with Inari Group. Executive Directors and Employees shall not accept employment for a second job with a customer, supplier, competitor, manufacturer, consulting firm or service organisation involved with Inari Group's product and/ or service unless with the prior written approval of the aforementioned parties.
- 6.2.10 All Executive Directors and Employees, unless with the prior written approval from the Human Resource Department, Group Chief Financial Officer, Group Chief Executive Officer, designated recipients or Board (as the case may be), shall not hold directorships in any supplier, customer or competing companies, where such directorship or investment may influence in any manner a decision or course of action of Inari Group.
- 6.2.11 All Executive Directors and Employees, unless with the prior written approval from the Human Resource Department, Group Chief Financial Officer, Group Chief Executive Officer, designated recipients or Board (as the case may be) shall not be actively involved



in any political bodies, clubs, societies or organisations that create or have the appearance of creating conflict of interest between Inari Group and Executive Director or Employee.

- 6.2.12 Whilst our Directors or Employees acting in their personal capacity as citizens are not restricted to participate in the political process, such participation shall be on the own volition of the Directors or Employees and any political opinions arising from such participation must be clearly delivered as personal opinions and not representative of the Group's position. A Director or Employee who wishes to hold any key position as office bearer in any political party must disclose and obtain prior approval from Management and/or Board, as the case may be. Employees who wish to be nominated as candidates in any election or are elected as representatives in the Federal or State Legislative Body must resign from the Group.
- 6.2.13 Directors and Employees are strictly prohibited from soliciting for business either for monetary or non-monetary purpose, for themselves and/or on behalf of another party or organisation which is not for the benefit of the Group. The prohibition on solicitation extends amongst others to clients, agents, vendors and contractors.
- 6.2.14 Shall there be a reason to suspect an abuse of power, the matter shall be reported as prescribed by Inari's Anti-Corruption and Bribery Policy and/or Whistleblowing Policy and Procedures. Abuse of power by a superior to a subordinate is illegal. Abuse of power could arise in various forms which include but not limited to:
- a. Requesting to attend to personal errands or favours for personal gain;
  - b. Pressuring to distort facts or break rules; and
  - c. Bullying or harassing behaviour.
- 6.2.15 Pursuant to Paragraph 15.12(1)(h) of the MMLR, it should be noted that among the functions of the Audit Committee includes the to review any conflict of interest situations that arose, persist or may arise within the Group. As such, conflict of interest situations should be brought to the attention of the Audit Committee of Inari in a timely manner.

### 6.3 Insider Trading

- 6.3.1 The Directors, Employees of the Group and their family members are required to comply with the applicable laws and regulations on insider trading, including restriction in dealing with publicly traded securities of Inari Group at all times whilst in the possession of material non-public information or price sensitive information, until such information is generally available to the public.
- 6.3.2 The Directors and Employees of the Group shall at all times safeguard and are prohibited from disclosing all price sensitive and confidential information of the Group and shall never use it to trade in units or other securities of Inari Group or recommend or cause a third party to do so as prohibited by Section 188(3) of the Capital Markets and Services Act 2007. Unless authorised, Directors and Employees shall only disclose such information by any order of any court or competent jurisdiction or any competent judicial, governmental or regulatory authority. Breach of insider trading laws and regulations can result in severe criminal penalties, as spelt out in Section 188(4) of Capital Markets and Services Act 2007 as well as civil actions by the affected parties.
- 6.3.3 Such undisclosed price-sensitive information is classified as confidential insider information. This includes information such as financial and operating results, potential mergers or acquisitions, divestments or financings, marketing plans or new product introductions.

- 6.3.4 Directors and Employees shall ensure that all transactions and issuance of shares by Inari Group are in compliance with Main Market Listing Requirements of Bursa Malaysia Securities Berhad and Capital Markets and Services Act 2007 in relation to insider trading in Malaysia.
- 6.3.5 In accordance to Section 188(2) of the Capital Markets and Services Act 2007, the Directors, Employees of the Group and their family members shall not deal in securities of any entity listed or pending listing on a stock exchange at any time when he is in possession of information, obtained as a result of his directorship or employment by, or his connection with the Group which is not generally available to the public, and which, if it was so available, would likely bring about a material change in the market price of shares/units or other forms of securities of the entity concerned.
- 6.3.6 Respective Head of Department (“HOD”) shall update to Company Secretary(ies) and Group Chief Financial Officer on the nature of transactions as well as names and designations of persons who are privy to price-sensitive information within the same day. The said list shall be maintained by Company Secretary(ies) and Group Chief Financial Officer from time to time.
- 6.3.7 In the event that Directors or Employees are uncertain of any related information to insider trading held by them, they shall seek further clarification or advices from Company Secretary(ies) or Group Chief Financial Officer.
- 6.3.8 All Directors and Employees of Inari Group shall abide by the applicable securities laws and regulations and avert relevant breaches, which include false trading, market rigging, market manipulation, fraudulent and misleading trading, electronic crime and dissemination of false information.

## **7. Disclosure of Information**

### **7.1 Disclosure and Data Privacy**

- 7.1.1 Directors and Employees shall furnish accurate and complete information requested by Inari Group in relation to their employment or appointment. Directors and Employees shall also disclose any dismissal, removal or compulsory retirement by previous employer and other information that may be required by Inari Group at the time and during the course of appointment or employment.
- 7.1.2 Directors and Employees shall also promptly furnish any changes in personal particulars from time to time as requested by Company Secretary(ies) (in the case of Directors) or Human Resource Department. Inari Group shall implement measures to safeguard all personal data information collected from its Directors, Employees, customers, suppliers and other individuals from inappropriate access or misuse or incompliance to the Personal Data Protection Act 2010. Unless required by law, all personal data shall not be shared to any third parties.
- 7.1.3 All Directors and Employees shall declare in writing to the Company Secretary (in the case of Directors) or Human Resource Department and Group Chief Financial Officer (as the case may be) on any family relationship with other Directors or Employees within Inari Group or associated companies including any with suppliers, vendors, clients, customers, competitors, individuals or organisations seeking to do business with Inari Group. Directors and Employees shall avoid or abstain from participating in or making decisions on any business transactions involving their family members.

7.1.4 Director or Employee who intentionally misrepresents, makes false or improper claims or obtains approval by false pretense shall be liable to disciplinary actions, including termination, as the case may be.

## 7.2 Competition and Fair Dealing

7.2.1 Inari Group is committed to driving business growth and success through upholding the highest standards of ethical business conduct. Directors and Employees shall respect the rights and deal fairly with customers, suppliers and competitors of Inari Group.

7.2.2 Directors and Employees shall not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair practices prohibited by the relevant laws and regulations. Such practices include, but not limited to:

7.2.2.1 Rigging a competitive bidding process (including arrangement to submit bids);

7.2.2.2 Misappropriating proprietary information obtained without owners' consent or by inducing disclosures from Directors or Employees of other companies; and

7.2.2.3 Taking actions to exclude competitors from the market in jurisdictions where such conduct is prohibited.

## 7.3 Giving Reference

7.3.1 Directors and Employees may only give reference in their personal capacity and is not permitted to use the Inari Group's name, letterhead, logo or trademark. Only Company Secretaries (in the case of Directors), Human Resource Department and authorised personnel can issue testimonials in a standardised format pertaining to any Director's or Employee's appointment or employment history.

## 7.4 Confidential Information

7.4.1 Directors or Employees shall not, unless authorised to do so, reveal to anyone any trade secrets, patents, trademarks, confidential operations, processes, finances, transactions or affairs of Inari Group or any of its customers which he obtains or possesses during the course of appointment or employment.

7.4.2 Each Director and Employee is responsible to protect the confidentiality of Inari Group's information entrusted to him and shall not use or attempt to use or disseminate such information in any manner which may cause damage or loss either directly or indirectly to Inari Group or its businesses.

7.4.3 Any Directors and Employees entrusted with such confidential information must abide by the Insider Trading stipulations as outlined in paragraph 6.3. Any breaches to the preservation of the Confidential Information will be treated as an insider trading offence and the concerned Director and Employee will be subjected to criminal penalties in accordance with the law and/or civil actions by affected parties.

7.4.4 Directors and Employees shall not disclose/disseminate confidential information of the Group except to those who need to know such information and only in accordance with applicable laws and regulations and the policies and procedures determined by the Board and Management. Directors and Employees shall take steps to maintain confidentiality at all times to avoid inadvertent disclosures.

- 7.4.5 If the family member of a Director or Employee is a competitor or supplier of Inari Group or is employed by one, the Director or Employee is expected to exercise extra caution in his communication and conduct to ensure the security and confidentiality of information to avoid conflict of interest situations.
- 7.4.6 Directors and Employees shall also be vigilant to avoid unintentional disclosure by adopting safe practices when transmitting or storing confidential information.
- 7.4.7 This obligation for Directors and Employees to preserve proprietary information shall continue to apply after termination of appointment/ employment unless such information has come into the public domain or when disclosure is authorised by Management or required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory authority, as the case may be.
- 7.4.8 If any of the confidential Information is retained in the custody of the Directors and Employees after ending their service with the Group, the said individual shall take all reasonable steps to promptly repatriate these documents and information to the Group.

## 7.5 Public Statement

- 7.5.1 The phrase 'public statement' includes the making of any statement or comment to any media e.g. electronic and/ or print, the internet and speaking engagement. It also applies to every kind of correspondences with the media in print and/ or electronic form as well as through social media channels.
- 7.5.2 Unless authorised by the Chairman of the Board, Executive Vice Chairman or Group Chief Executive Officer, all Directors and Employees shall not make any public statements to any person, organisation or institution nor shall he circulate any such statements made by him or by anyone else that could affect Inari Group's reputation.
- 7.5.3 Directors and Employees shall not, except where approved by Inari Group, discuss, explain, issue, make or distribute any public statement either orally or in writing, in respect of matters pertaining to:
  - 7.5.3.1. Codes, policies, programs, secrets or results of Inari Group;
  - 7.5.3.2. Departmental matter in which the employee is working in or has worked in;
  - 7.5.3.3. Any action taken by Inari Group in relation to any official matter that involves the concerned Directors and Employees; and
  - 7.5.3.4. Any other confidential matters and/or inside material information in relation to Inari Group, of which the Directors and Employees might come in contact within their course of service with Inari Group.
- 7.5.4 In the event Employees are approached by any member of the media for any information, statement, opinion, comments or news about Inari Group, it is the duty of the Employees to inform and/or refer the matter to the immediate superior. The superior shall then escalate the issue to Group Chief Executive Officer for further action and issue an appropriate response accordingly.
- 7.5.5 In using private social media account, Directors and Employees must ensure that any posts made reflect only personal opinions and do not adversely affect the perception of Inari Group.

- 7.5.6 Any information to the press or media is to be released by the authorised spokespersons of Inari Group.

#### 7.6 Public Appearance

- 7.6.1 Any Director or Employee who has been invited to appear as a guest speaker in a public and/ or private events/ forum must, if he intends to make such appearance, submit the details and/or the topic(s) of his proposed speech to the Chairman of the Board or Group Chief Executive Officer, for their consideration. Directors and Employees may only make such appearance if prior approval has been obtained.
- 7.6.2 All Directors and Employees who have been invited to make such appearances as above, either in their own personal capacity or as the representatives of the Group must ensure that their thoughts, words and actions are not detrimental in tarnishing, or portrays Inari Group's image and interests in an unfavourable position.

### **8. Protection of Intellectual Properties and Assets**

#### 8.1 Trademarks, Patents, Inventions and Brand

- 8.1.1 Any inventions whether new processes, technical know-hows, products or systems created by any Director or Employee during his tenure with Inari Group which are part and parcel of his job, shall remain as the property of Inari Group.

#### 8.2 Protection and Proper Use of Assets

- 8.2.1 All Directors and Employees shall ensure the safe keeping and protection of Inari Group's assets, both tangible and intangible from wastage, loss, vandalism or damage, misuse, theft, misappropriation or infringement of intellectual property rights and ensure their efficient use.
- 8.2.2 Any suspected incident of fraud or theft shall be immediately reported for investigation. Inari Group's equipment or vehicles shall not be used outside the ordinary course of business. However, incidental personal use may be permitted with prior approval of the authorised personnel of Inari Group in respect thereof. In considering whether the approval shall be granted by the authorised personnel, the following factors shall be considered:
- 8.2.2.1 That the activities do not impair Director's or Employee's ability to perform his duties and functions with Inari Group;
- 8.2.2.2 That the activities do not occur during office hours while Director or Employee is required to perform official duties;
- 8.2.2.3 Whether there would be an arising conflict of interest from the activity/ position held including the perception/appearance of conflict; and
- 8.2.2.4 Any other factors deemed appropriate by Inari Group from time to time.
- 8.2.3 Directors and Employees shall also ensure that all expenditures are transacted in a transparent manner and properly documented for all expenditures or when making commitment on the use of Inari Group's funds.

- 8.2.4 Directors and Employees shall be responsible for all the assets of suppliers/vendors that are entrusted under their care. Directors and Employees shall treat those items with the same level of care as with other physical properties belonging to Inari Group.
- 8.3 Notes, Memorandum, Information and Records during Appointment or Employment
- 8.3.1 All Directors and Employees shall take responsibility in protecting all proprietary information made available to them during their appointment or employment, whether in written or verbal form or whether on paper or electronic form.
- 8.3.2 All Directors and Employees are not allowed to make notes or memorandum relating to any matter within the scope of business of Inari Group or concerning any of its dealings or affairs unless for the benefit of Inari Group, i.e. after obtaining prior approval from the Board or HOD, as the case may be.
- 8.3.3 Notes or memorandum made by Directors and Employees shall be the property of Inari Group whether during appointment or employment or upon resignation.
- 8.3.4 Employees shall not falsify, remove, damage, destroy or duplicate classified information, including notes or memorandum.
- 8.3.5 Directors and Employees shall not record false entries in Inari Group's accounting books and/ or records for any reason, or engage in any arrangement that results in such breach.
- 8.4 Record Keeping
- 8.4.1 Inari Group requires complete, accurate and timely recording and reporting of information in order to make informed business decisions.
- 8.4.2 Business expenses incurred by Employees shall be authorised, documented and recorded accurately. Employees shall consult his HOD if he is not sure whether certain expenses are legitimate.
- 8.4.3 All business costs and revenues must be recorded in the right time periods. The sale or transaction or service that has not officially been completed or rendered until there is evidence of agreement, invoice and/ or any other documentation, the cost and revenue shall be reasonably recorded to prevent misrepresentation.
- 8.4.4 All of Inari Group's books, records, accounts and financial statements will be maintained in reasonable detail. They will appropriately reflect Inari Group's transactions and will conform both to applicable legal requirements and to Inari Group's system of internal controls.
- 8.4.5 All of Inari Group's records shall always be retained or destroyed according to Inari Group's established record retention policies.

## **9. Conduct**

### 9.1 Human Rights

- 9.1.1 All Directors and Employees shall respect the fundamental dignity of every human being and their rights.
- 9.1.2 Inari Group prohibits the use of forced labour, human trafficking and exploitative child labour and expect its suppliers and/or vendors to respect this principle as well.

9.1.3 Inari Group prohibits mental or physical coercion, verbal abuse and inducement of duress as well as the threat of any such treatment.

9.1.4 Inari Group promotes safe and healthy working condition with no forced, indentured, involuntary prison or illegal labour.

## 9.2 General Conduct

9.2.1 All Directors and Employees shall exercise due care and diligence in discharging their duties to the best interest of Inari Group and conduct themselves in a professional manner with uncompromising integrity and utmost confidentiality when at work or when undertaking Inari Group business.

## 9.3 Alcohol and Illegal Drugs

9.3.1 The consumption of alcohol and/or illegal drugs or substances that are not prescribed by a registered medical practitioner is prohibited at the premises of Inari Group. Usage, possession, purchase or sale of alcohol and/or any illegal drugs in Inari Group premises or reporting for work under the influence of either will result in disciplinary action. Directors and Employees shall not be under the influence of alcohol or drugs that could negatively impact sound decision-making process during the course of work. Exception to this rule is allowed when drugs as prescribed by a medical professional for medical or therapeutic purposes.

9.3.2 Any Employee, who is suspected to be under the influence of drugs, alcohol or any other prohibited substances, shall be required to undertake a special test at Inari Group's panel of clinics or government clinics or hospitals.

9.3.3 A positive outcome of the test or non-compliance with the mandated test or Inari Group's medical procedures would cause grounds for disciplinary action.

## 9.4 Health and Safety

9.4.1 Inari Group strives to provide a working environment that is safe and healthy for Directors, Employees, contractors, suppliers, vendors and any other third party.

9.4.2 Directors and Employee are responsible for creating and maintaining a safe and healthy workplace by adhering to the Occupational Safety and Health Act 1994 and by reporting accidents, injuries and unsafe equipment, practices or conditions to the appropriate department. Behaviour that would jeopardise the safety of others such as recklessness and violence will not be tolerated and liable to disciplinary action, including termination.

9.4.3 Employees shall also report to work free from the influence of any external substance that could prevent them from conducting work activities safely, effectively and in good health.

9.4.4 The onus is on the Employees to declare immediately any dangerous and contagious disease, that they are afflicted with to their superior or any other designated persons appointed by the Group.

9.4.5 Inari Group strives to reduce emissions and wastes to minimise the impact on the environment at the same time to achieve a sustainable long-term balance between meeting business goals and environmental preservation.

## 9.5 Discrimination and Harassment

- 9.5.1 Directors and Employees are strictly prohibited to engage in any form of sedition, discrimination and harassment. These actions and behaviour which are typically made based on age, race, gender, disability, nationality, religion, or sexual orientation include, but not limited to:
- 9.5.1.1 Derogatory comments on any material of works or forms of communication channels such as racial slurs, sexual jokes, pornographic materials, posting offensive statements, distribution of inappropriate jokes; and
  - 9.5.1.2 Sexual harassment includes behaviour such as solicitation of sexual favours, unwelcomed sexual advances or other verbal, visual or physical conducts of a sexual nature.
- 9.5.2 Directors and Employees shall avoid making derogatory remarks and portraying inappropriate behaviour that could cause misunderstanding and be taken as sedition, discrimination or harassment.
- 9.5.3 Inari Group strives to give equal opportunities to all and will ensure fairness amongst Employees based on skill, knowledge and experience. Employees are evaluated based on, amongst others, their commitment to adhere to vision, values and overall corporate culture of Inari Group.
- 9.5.4 Directors and Employees shall treat each other with respect and value each other's differences and diverse perspectives. Directors and Employees shall be responsible to create a conducive working environment that is non-discriminatory towards race, religion, gender, age, social status, disability or nationality and shall obey all existing laws, policies, standards and procedures related to work environment, and to respect fellow colleagues at the workplace.
- 9.5.5 Any threat or concern about personal safety or the safety of others should be reported immediately to the Human Resources Department.
- 9.5.6 Directors and Employees are to immediately report to Management or to the Human Resources Department if any act or conduct, which is inconsistent with this Code, is experienced or witnessed.

## **10. Minor Misconduct and Major Misconduct**

- 10.1 In addition to the breaches outlined in this Code, the Group may take disciplinary action against an Employee if found to be guilty of other forms of minor misconduct or major misconduct.
- 10.2 The following are non-exhaustive list of acts that constitutes as minor misconduct:
- 10.2.1 Wasting time without doing any work or deliberately delaying work completion;
  - 10.2.2 Stopping work before the time required or in an inappropriate way without permission;
  - 10.2.3 Absence from duty or place of work without proper reason or authorisation, repeated lateness for work, absenteeism without just cause, leaving the office early before the end of the official working hours without permission;



- 10.2.4 Smoking in prohibited/restricted areas;
  - 10.2.5 Answering phone calls in a rude manner, using coarse language or in other inappropriate manner;
  - 10.2.6 Repeated carelessness in record-keeping duties with regards to filing of paperwork and other relevant forms in the course of employment;
  - 10.2.7 Abusing the use of Inari Group's vehicles by providing lifts to non-Employees or Employees unrelated to the duties requiring the use of the group's vehicle;
  - 10.2.8 Creating a nuisance and disturbances on Inari Group's premises; and
  - 10.2.9 Refuse or failure to report to Inari Group about the damage or destruction to Inari Group's assets including the malfunction or weakness of any machinery and equipment at place of work.
- 10.3 The following are examples of serious misconduct which shall institute disciplinary proceedings that can lead to an Employee's dismissal from employment if convicted:
- 10.3.1 Any acts in contravention with the instructions given by Inari Group;
  - 10.3.2 Wilful insubordination, blatant disregard of directives by superiors and/ or by the management, acting in adverse to the Group's values and policies;
  - 10.3.3 Repeated misconduct even after warning letter has been issued;
  - 10.3.4 Repeatedly leaving the workplace or leaving before the end of working hours without prior permission and even after due warning given and reprimanded by the superior and/or Management;
  - 10.3.5 Repeatedly providing short notice for any absences from work;
  - 10.3.6 Repeated lateness for work or absenteeism without just cause or without any attempt to inform the superior and/ or Management;
  - 10.3.7 Falsifying or being an accomplice to falsification of work attendance records;
  - 10.3.8 Refusal to cooperate with other Employees resulting in the failure to achieve the required standard of performance for any and all duties to Inari Group;
  - 10.3.9 Influencing other Employees or personally delaying the completion of work or not making efforts to complete the work required within the specified timeline;
  - 10.3.10 Making false claims or false statements in any forms with regards to Inari Group's expenses;
  - 10.3.11 Embezzlement of Inari Group's money, not remitting the income of Inari Group within the allotted time, false or inaccurate recording of expense details, negligent or intentionally causing loss to Inari Group or abetting others in similar malicious pursuits;
  - 10.3.12 Bringing outside influences into Inari Group's premises with malicious intent;
  - 10.3.13 Convicted in a court of law either in Malaysia and/or any other jurisdiction for any criminal offence;
  - 10.3.14 Being involved in any serious offence under the law;

- 10.3.15 Conducting a meeting or meetings or assemblies on Inari Group's premises without prior permission;
- 10.3.16 Being present, perform or be involved in an immoral act at places which are prohibited or deemed illegal by the local laws or in contrary to Inari Group's policies which could undermine the good name and reputation of the Group;
- 10.3.17 Being present, perform or be involved in a picket, illegal strike or inciting other Employee to launch or participate in a picket or illegal strike which is not in accordance with the laws;
- 10.3.18 Falsifying, amending or being an accomplice to falsification or amendment of the contents of any document with the intention to cheat, reveal or conceal an improper act or fact;
- 10.3.19 Giving permission to specific person who are not Employees to use Inari Group's property or facility without appropriate clearance from Management;
- 10.3.20 Theft or dishonesty including any attempt to improperly use Inari Group's products, facilities and property for personal gain;
- 10.3.21 Abuse Inari Group's name for personal gain;
- 10.3.22 Not reporting or preventing the report of an accident involving Inari Group's vehicles or attempting to conceal such an incident from inari Group;
- 10.3.23 Sabotaging or tampering with Inari Group's assets including machinery or equipment which is detrimental to Inari Group;
- 10.3.24 Sleeping or loafing during working hours;
- 10.3.25 Destroying or concealing Inari Group's documents, confidential or otherwise without prior permission;
- 10.3.26 Refusal or failure to attend a health check if required by Inari Group;
- 10.3.27 Any other conduct deemed by Inari Group to be in contravention with Inari Group's values and this Code; and
- 10.3.28 Breach of any terms of employment, Inari Group's policies and procedures, guidelines, memorandums/ circulars or other forms of communication used by Inari Group to disseminate Inari Group's requirements of its Employees.

## **11. Anonymous Complaints and Whistleblower Protection**

### 11.1 Reporting of violations and suspected violations

- 11.1.1 All Directors and Employees are encouraged to report, verbally or in writing, promptly and in confidence, any evidence of any improper practice or unethical behaviour or if they are in doubt about the best course of action in a particular situation.
- 11.1.2 There will be no retaliation against Directors and Employees for reporting a suspected violation in good faith or participating in an investigation of a suspected violation. All complaints shall be properly investigated. Directors, Employees and any other parties involved are expected to cooperate during the internal investigations of the alleged misconduct.

- 11.1.3 Failure by any parties within Inari Group to report a known violation of the Code is a violation on itself. Any party who wants to report any violations or suspected violations of the Code can report such violation to Inari Group's Human Resource Department or via the whistleblowing channels as outlined in the Group's Whistleblowing Policy and Procedures and such report shall be investigated accordingly.
- 11.1.4 Procedures for reporting violations and suspected violations are encapsulated within Inari Group's Whistleblowing Policy and Procedures that is made available on the Company's website.
- 11.2 Employees' right to a fair hearing
  - 11.2.1 Notwithstanding, no Employee shall be found guilty of any of the misconduct as detailed unless he has been provided with a show-cause notice of the allegations and/or complaint against him and he shall be given a fair opportunity to explain or defend himself in this respect.

## **12. Training for Directors and Employees**

- 12.1 All Directors and Employees of Inari Group shall be made aware of the Code and its content upon the commencement of their service or employment with Inari Group, and this shall form part of the Induction Programme.
- 12.2 This Code shall be made available to all persons as well as access to the online version of the Code which shall include regular updates and refreshers to reflect any changes.

## **13. Review of the Code of Business Conduct and Ethics**

- 13.1 This Code has been approved by the Board and is available on the Company's website. This Code shall be periodically reviewed and amended by the Board, as and when necessary to be kept relevant.
- 13.2 All Directors and Employees are required to strictly observe and apply the provisions encapsulated in this Code.
- 13.3 All Directors and Employees are obliged to understand that any breaches of the application and conduct in this Code may result in a disciplinary action by Inari Group, including termination, as the case may be.

Reviewed and approved by the Board on 26 September 2024.