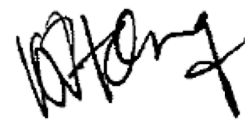


VENDOR CODE OF BUSINESS CONDUCT

EFFECTIVE DATE : 1 OCTOBER 2022

UPDATED VERSION : 1 MARCH 2024



Peter Hong, Group CEO

CAH MEDICAL CENTRES SDN BHD

(FORMERLY KNOWN AS RAMSAY SIME DARBY HEALTH CARE SDN BHD)

CODE OF BUSINESS CONDUCT

At CAH Medical Centres, our success is not only measured by the results we achieve, but also how we achieve them. Behaving in an ethical manner is our responsibility and as such, the conduct of our Vendors are important to the Group. It is important that our Vendors know, understand and comply with this Vendor Code of Business Conduct (“Vendor COBC”). This Vendor COBC is established to provide guidance to our Vendors on the required standards of behaviour when conducting work for the Group. The standards of behaviour are derived from the Group’s Core Values and Business Principles.

CAH Medical Centres Sdn Bhd (formerly known as Ramsay Sime Darby Health Care Sdn Bhd) operates as a holding company. In Malaysia, its subsidiaries include SJP Medical Centres Sdn Bhd (formerly known as RSD Hospitals Sdn Bhd), Ara Damansara Medical Centre Sdn Bhd, Bukit Tinggi Hospital Sdn Bhd and CAH (Malaysia) Sdn Bhd (formerly known as RSDH (Malaysia) Sdn Bhd).

In this handbook, the expressions “the Group”, “CAH Medical Centres”, “CMC”, “we” “our” and “us” are used interchangeably to refer to CAH Medical Centres Sdn Bhd (formerly known as Ramsay Sime Darby Health Care Sdn Bhd) and its subsidiaries in general.

MISSION, VISION & CORE VALUES

Our Mission

- Customer-focused preventive, diagnostic and curative healthcare services that deliver superior outcomes and touch all individuals.
- Promote, improve and sustain excellent integrated healthcare services where innovation and teaching are integral to the delivery of care.
- Quality education that nurtures competent and compassionate healthcare personnel.
- Deliver, improve and sustain all stakeholders' interests and returns.

Our Vision

To be the leading healthcare provider in Asia by delivering world class healthcare and high-quality outcomes to our Customers as well as ensuring the sustainability of our organisation.

Vendors who have a relationship with the Group will fulfil this vision by adhering to this Vendor COBC when working with us or our patients and Customers and anyone which we deal with or serve. We will provide quality care to our patients and Customers while observing high standards of legal and ethical conduct and will comply with all applicable laws, rules and regulations.

Our Core Values (EXCITE)

Excel in everything we do

We go the extra mile in everything we do and recognise the value of people to sustain a high-performance culture.

Care & compassion from the heart

We treat everyone like family and provide compassionate care in a safe, conducive healing ambience and a positive work environment.

Innovate for continual improvement

We take pride in our achievements and actively seek new ways of doing things better.

Teamwork & respect for one another

We work together as one and give respect to each individual through constructive relationships to achieve positive outcomes for all.

Ethics & integrity in our practice

We value integrity and credibility in the individual and strive for operational efficiency to deliver sustainable value to stakeholders.

BUSINESS PRINCIPLES

The Group's foundation is built on the Core Values, which guide our actions and the way we conduct our business. This is applied in our Business Principles:

Health, Safety and Environment

Health and safety are important for our patients, Customers, employees and the communities where we operate. We are responsible for the development, implementation and evaluation of safe systems of work within a consultative framework to achieve the highest possible quality outcomes.

We ensure our business operations are sustainable, by proactively addressing environmental challenges and respecting fundamental human rights, without sacrificing long-term economic value creation.

Compliance

Complying with all laws, regulations and/or by-laws in the countries that we operate.

Working with Local Communities

Engaging with and contributing to local communities in a socially responsible manner wherever we operate, without compromising the benefits of any particular stakeholder.

Fair Business Practices

Ensuring that we promote fair business practices and compete in an ethical manner.

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1. PURPOSE

This Vendor COBC sets out the standards of behaviour required from all Vendors in relation to labour & human rights, environment, safety & health, and Ethics & management practices. Such standards of behaviour are derived from the Group's Core Values and Business Principles.

2. SCOPE

This Vendor COBC applies to:

- All Vendors when conducting work for the Group.
- All Vendor's Employees, subsidiaries, affiliates and all other parties that they have appointed to conduct work for the Group.

3. GENERAL PRINCIPLES OF THE VENDOR COBC

We pride ourselves on our reputation for behaving fairly, honestly and ethically wherever we do business, and our collective commitment to uphold integrity throughout the Group.

This Vendor COBC is not an exhaustive document and does not address every possible situation. Vendors are obliged to familiarise themselves with and adhere to all applicable policies, procedures, written agreements, laws, by-laws, directives and regulations of the countries in which they and the Group operate.

When there is a conflict between the provisions of this Vendor COBC and any other regulatory and legislative provisions, the stricter provisions shall apply.

If there is any ambiguity or doubts with regards to the above, Vendors shall consult the party in the Group whom they are contracting with for clarification and guidance.

4. RESPONSIBILITY AND COMPLIANCE WITH THE VENDOR COBC

Vendors are required to:

- Understand and comply with the Vendor COBC.
- Disseminate, educate and verify compliance of their Employees, subsidiaries, affiliates and all other parties that they have appointed to conduct work for the Group, with this Vendor COBC.

Vendors shall read and declare compliance with the Vendor COBC via the Vendor Letter of Declaration ("VL0D"). Through this pledge, the Vendor commits that all its operations are subject to the provisions contained in this Vendor COBC. Depending on the business needs, further requirements may be imposed on the Vendors through a separate agreement or terms and conditions.

Vendors shall maintain accurate and complete records pertaining to the performance of works for

the Group. The Group reserves the right to audit the Vendor's records relating to its performance to permit ongoing assessment of risk.

Violation of the Vendor COBC may jeopardise the Vendor's business relationship with the Group. Violation of the Vendor COBC can result in blacklisting by the Group.

Violation of the Vendor COBC that is related to criminal acts or such that is governed and regulated by law may result in prosecution after referral to the appropriate authorities.

We are committed to continuously reviewing and updating our policies and procedures. Therefore, this Vendor COBC is subject to modification from time to time. Where there is a conflict between the provisions of this Vendor COBC and any other codes, policies, procedures, instructions, practices, rules or written or verbal representations, the stricter provisions shall apply.

5. LABOUR & HUMAN RIGHTS

The Group is committed to ensuring an ethical business conduct that protects the rights of Employees and workers in our operations. When conducting work for the Group, Vendors are required to uphold respect for human rights including labour rights, by treating their Employees and workers with respect, trust, honesty and dignity, and by providing a fair and ethical workplace.

In the course of conducting work for the Group, Vendors are required to demonstrate the following standards of behaviours, where applicable:

5.1 Equal Opportunity and Non-Discrimination

The Group promotes diversity & inclusion and will not tolerate any form of discrimination. Vendors are encouraged to provide equal opportunities to their Employees to ensure that employment-related decisions are based on relevant qualifications, merit, performance and other job-related factors and in compliance with all applicable laws and regulations.

Vendors shall not discriminate against any of their Employee based on personal characteristics, such as gender, race, disability, nationality, religion, age or sexual orientation unless specific laws or regulations expressly provide for selection according to specific criteria.

5.2 Elimination of Harassment & Violence

Vendors are required to promote an environment where all forms of Harassment and abuse are eliminated. The actions or behaviours of Harassment and violence include (but not limited to):

- Derogatory comments based on gender, racial or ethnic characteristics, and unwelcomed sexual advances.
- Spreading of malicious rumours.
- Use of any forms of communication channels such as emails, voicemail or social media to transmit derogatory or discriminatory material.

5.3 Illegal Substances

The Group strictly prohibits the use or transfer of illegal drugs or other illegal substances in the workplace. Vendors shall ensure that such acts are not conducted by its Employees, while performing work for the Group.

5.4 Criminal Activities

Vendors shall ensure that none of their Employees assigned to conduct work for the Group are engaged or involved in any behaviour or activities that may be categorised as subversive or commit any wrongdoing, criminal or otherwise that is punishable under the laws of the countries where they operate. This may include (but not limited to) the use of business dealings or transactions with the Group as a cover up for their criminal, subversive and act of wrongdoings.

5.5 Reasonable Wages, Benefits & Working Hours

Vendors shall provide fair and reasonable employment conditions for their Employees, in particular, those assigned to perform work for the Group. Such employment conditions include, but not limited to:

- Providing fair wage and benefits to their Employees based on the legally determined minimum wage that promotes productivity targets and ensuring overtime work is compensated statutorily.
- Complying with legal requirements on reasonable working hours, including holiday and leave entitlements.

5.6 Freedom of Association & Rights to Collective Bargaining

Vendors are encouraged to grant their Employees the right to Freedom of Association and Collective Bargaining in accordance with all applicable laws and regulations. In the absence of formal representation, Vendors are encouraged to provide alternative means of employee engagement and grievance remedy.

5.7 Eradication of Exploitation

We endeavour to eradicate all forms of bonded and forced labour, slavery, human trafficking and sexual exploitation. When supplying labour to perform work for the Group, Vendors shall refrain from using or facilitating any of the following activities:

- Employees are not charged with recruitment fees for the purpose of restricting free movement.
- Employees' original identification documents, passports or work permits are not retained involuntarily by Vendors.
- Payment of Employees' salaries are not withheld or delayed beyond the extent permitted by applicable laws and regulations in the countries where the Vendors operate.

In addition, the Vendors shall ensure that recruitment of Employees is done via legitimate recruitment agencies, which are properly licensed to operate under applicable laws.

5.8 Abolishment of Child Labour & Protecting the Rights of Children

We seek to promote the wellbeing of children and safeguard them from any form of maltreatment or exploitation, including but not limited to child sex tourism, child trafficking, child labour and child pornography. As such, Vendors shall not employ anyone under the age of 18 or the applicable minimum legal age in the countries they operate, unless in vocational and/or formal and structured apprenticeship, educational and training programmes.

5.9 Respecting the Rights of Vulnerable People

Vendors are also required to protect and respect the rights of vulnerable people such as marginalised groups, persons of different abilities and refugees.

In addition to applicable laws and permits tied to the land, the Group also recognises that there may be other claims to the land such as ancestral, indigenous or native titles. The appropriate bodies such as interest groups, locals and the government authorities should be consulted by the Vendors to clarify the rights or claims which come along with the land titles, so that harmony can be maintained.

6. ENVIRONMENT, SAFETY & HEALTH

The Group strives to provide a safe, secure and healthy working environment for our employees and workers in our operations. Vendors are required to create and maintain a safe working environment and to comply with the environmental, occupational safety and health laws and regulations of the countries where they operate.

In the course of conducting work for the Group, Vendors are required to demonstrate the following standards of behaviours, where applicable:

6.1 Workplace Environment

Vendors shall provide a safe and healthy working environment for their Employees in order to prevent accidents and minimise risks. As such, Vendor's Employees shall be provided with adequate protective equipment and tools to undertake their tasks safely. Any reports on unsafe equipment and tools, hazardous conditions and accidents must be acted upon immediately by Vendors.

Vendors shall also ensure that their Employees use the protective equipment and tools that are provided to them, including those provided by the Group, if any.

6.2 Decent Working & Living Conditions

Vendors shall ensure decent working and living conditions for all their Employees, by providing access to basic needs such as (but not limited to) clean toilet and bathroom facilities, potable water, sanitary food preparation and storage facilities, adequate lighting, ventilation, and reasonable personal space. Vendor-provided accommodations shall be safe and sanitary, besides being constructed and maintained according to all applicable laws and regulations.

6.3 Emergency Preparedness

Vendors shall be prepared in handling emergency situations and adequately provide their Employees with all the necessary health and safety information, equipment and facilities. Vendors shall ensure that:

- Written health and safety information, hazardous materials safety data sheets and warning signage are available, displayed and communicated in appropriate languages and forms that are understood by their Employees.
- Employees are adequately trained on safe working practices, accident procedures and emergency evacuation procedures.
- Employees are granted access to first aid equipment, medical facilities, fire exits, as well as fire-fighting and safety equipment.

6.4 Environmental Protection

Vendors are required to minimise health and environmental risk by utilising natural resources responsibly and reducing waste and emissions, where practicable. Vendors shall implement measures to prevent pollution and ensure that hazardous materials do not come into contact with the environment or are incorrectly handled or disposed.

Vendors shall also ensure that the Group's procedures regarding environmental protection are followed and in the absence of such procedures, they shall comply with the applicable laws and regulations pertaining to health and environment.

7. ETHICS & MANAGEMENT PRACTICES

Vendors are required to conduct their businesses in accordance with the standards of ethical behaviour prescribed in this Vendor COBC and in accordance with all applicable laws and regulations.

In the course of conducting work for the Group, Vendors are required to demonstrate the following standards of behaviours, where applicable.

7.1 Avoiding Conflicts of Interests

A conflict of interest arises when there is a personal interest that could be seen to have the potential to interfere with the objectivity in performing duties or exercising judgement on the Group's behalf.

Vendors must not use their positions, official working hours, the Group's Assets for their personal gain or for the advantage of those they are associated with.

Vendors shall avoid conflicts of interests when dealing with the Group. Vendors who find themselves in a situation of conflict whether actual or potential are required to disclose such conflict to the Group as soon as practicable.

7.1.1 Dealings with the Group

In the event that the Vendor is related to any of the Group's Directors or employees or their Family Members who has any substantial financial interest in a Vendor's business, the Vendor shall disclose such information to the party in the Group whom the Vendor is contracting with, except in the case where the Vendor is a public listed company and such financial interest is less than 5% in equity.

7.1.2 Dealings with a Director or Employee of the Group

Vendors may have personal dealings with any of the Group's Directors or employees or their Family Members. However, in such cases, Vendors shall ensure that these dealings and terms are no more favourable than those offered to the public.

7.1.3 Family Members and Close Personal Relationships

Any Vendor's director or Employee who has a family relation or close personal relationship to a Director or employee of the Group must disclose such relationship to the party in the Group whom the Vendor is contracting with in order to ensure that their appointment as a Vendor will not be

partly or fully determined, influenced or supervised by the said Director or employee of the Group. The Vendor shall fairly compete for any job awards based on their qualification, performance, skills, experience, pricing and other commercial offerings.

7.2 Guarding Against Bribery and Corruption

The Group conducts its business in an open, honest, fair and ethical way. The Group takes a zero-tolerance approach to all instances of Bribery and Corruption and require Vendors to act professionally, fairly and with integrity always. Vendors must be committed to complying with all applicable anti-Corruption laws in jurisdictions in which the Group operates.

Vendors must not give, offer, promise, accept or request a Bribe and must not cause or permit a Bribe to be given, offered, promised, or accepted, whether paid or received directly or indirectly. There is no need for a Bribe to be successful to be viewed as corrupt, the offering or accepting of it is generally enough to amount to a criminal offence.

The Group will avoid or cease doing business with any Vendors who do not commit to doing business without Bribery or who are later found to have engaged in Bribery or corrupt practices.

All Secret Commissions and other acts of Corruption are prohibited including Fraud, embezzlement, Money Laundering, extortion, graft, speed money pilferage, theft, embezzlement, falsification of records, kickbacks and other forms of influence peddling.

Vendors must also refrain from any activity or behaviour that could give rise to the perception or suspicion of any corrupt conduct or the attempt thereof. Promising, offering, giving or receiving any improper advantage in order to influence the decision of the recipient or to be so influenced may not only result in contractual breach but also criminal charges.

7.2.1 Facilitation Payments

Vendors shall not partake in facilitation payments which are payments made personally to an individual in control of a process or decision to expedite or secure performance of an administrative routine action and which contravene the applicable law in the jurisdiction where Vendors operate.

Vendors must inform the party in the Group whom they are contracting with when faced with any request for a facilitation payment. If Vendors have made any payment which could possibly be misconstrued as a facilitation payment, the party in the Group whom they are contracting with must immediately be notified and the payment recorded accordingly.

7.3 Gifts, Entertainment and Travel

The Group prohibits the use of improper gifts, entertainment and travel to influence business decisions. Vendors are required to comply with all applicable policies, procedures, laws and regulations related to the use of gifts, entertainment and travel in all countries in which they operate.

It is acknowledged that the practice of business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The intention behind the gift should always be considered, so that it does not create an appearance of bad faith and impropriety and should not be misunderstood by others to be a Bribe.

When acting on behalf of the Group, Vendors shall not offer expensive gifts, gifts in the form of cash or Cash Equivalent, personal services, frequent lavish meals, improper entertainment that is indecent or sexually oriented, travel which is not for a legitimate business purpose, or those otherwise that may put the Group in a position of conflict, with an intention to influence business decision or was otherwise intended or given with the expectation of gaining any advantage, or which may adversely affect the Group's reputation. When there is a need to offer gifts on behalf of the Group, Vendors must be sensitive to the recipient organisation's gift, entertainment and travel receiving policy and prior approval from the party in the Group whom they are contracting with must be obtained.

7.4 Donations and Sponsorships

Company donations and sponsorships are part of a commitment to society and a way of contributing to worthy causes. Unfortunately, even legitimate donations and sponsorships sometimes have the risk of creating the appearance of Bribery and Corruption.

When acting on behalf of or when performing work for the Group, the Vendors shall not offer any donations or sponsorships to any Third Parties without ensuring that such donations and sponsorships are given through legal and proper channels.

7.5 Protecting Group Assets

Vendors may have access to the Group's Assets in the course of conducting work for the Group. Vendors are required to protect these Assets against waste, loss, damage, abuse, misuse, theft, misappropriation or infringement of Intellectual Property rights and ensure these Assets are used responsibly.

7.6 Accuracy of Records of Business Transactions and Financial Information

The Group is committed to ensuring the integrity of financial information for the benefit of stakeholders, including but not limited to the board of Directors, management, shareholders, creditors and government agencies.

Vendors must ensure that all business records and documents for all transactions conducted with the Group are accurate, up-to-date, legible, readily identifiable and retrievable. All records shall be handled according to the appropriate level of confidentiality and conform to generally accepted accounting principles as well as to all applicable laws and regulations of the jurisdiction in which the Vendor operates. Such records shall be furnished or made available to the Group, as and when required, to facilitate verification or audit purposes.

Falsification of financial or any other records or misrepresentation of information may constitute Fraud and can result in civil and criminal liabilities for Vendors.

7.7 Proprietary and Confidential Information

Vendors are required to protect the Group's Proprietary Information and Confidential Information. Such information shall only be used by Vendors for the purposes authorised for use by the Group. Vendors shall not communicate or disclose such information in any manner to Third Parties unless such communication or disclosure is authorised by the Group or in cases where such information has become publicly available.

Vendors must be aware that any unlawful or unauthorised disclosure of Proprietary Information or Confidential Information may result in irreparable loss and/or damage to the Group. In such cases, the Group may institute civil and criminal proceedings against the offending party.

Vendors have an obligation to continue to preserve the Proprietary Information and Confidential Information even after their contractual obligations to conduct work for the Group have been completed or have ceased to take effect, unless such disclosure is required by order of any court of competent jurisdiction or any competent judicial, governmental or regulatory authority.

7.8 Insider Information, Securities Trading and Public Disclosure

The Group is required to comply with various laws and regulations to make timely, full and fair public disclosure of information that may materially affect the market for its stock.

Vendors of the Group are not allowed to trade in securities or other financial instruments based on knowledge that is obtained in the performance of duties, if that information has not been reported publicly.

Vendors must also refrain from disclosing insider information/insider trading to anyone, including their Family Members and friends, unless such disclosure is required by order of any court of competent jurisdiction or any competent judicial, governmental or regulatory authority.

Disclosure of material, non-public information to others can result in civil and criminal penalties.

7.9 Personal Data Protection

The Group respect the privacy and confidentiality of personal data. Vendors are required to keep personal data private and protected unless access is granted for legitimate business purposes.

Vendors are required to comply with the applicable laws, such as the Personal Data Protection Act 2010 and any personal data protection policies of the Group. Appropriate measures must be taken when dealing with personal data in terms of collection, processing, disclosure, security, storage and retention.

7.10 Social Media

Vendors have the responsibility to protect the Group's reputation and brand image. Vendors must ensure that any post made reflect only personal opinions and does not negatively affect public perception of the Group. Vendors should also take extra precaution as to not share any Confidential Information, proprietary business information and any information relating to the Group that is not available to the public.

7.11 Competition and Anti-Trust Laws

Vendors are required to comply with competition and Anti-Trust Laws that govern the countries in which they operate. Vendors shall not use illegal or unethical methods to compete in the market or collude with other Vendors in the business dealings with the Group. This includes without limitation:

- Exchanging competitive information with Competitors of the Group;
- Bid rigging (including arrangement to submit sham bids);
- Price fixing or terms related to pricing;
- Dividing up markets, territories or customers;
- Adopting strategies to illegally exclude Competitors from the market, such as, without

limitation, anti-competitive bundling or predatory pricing or any other prohibited conduct that limits free and fair competition.

7.12 International Trade Laws

Vendors whose line of work with the Group is impacted by international trade laws, are required to familiarise and comply with such applicable laws and regulations particularly in relation to (but not limited to) import and export controls, such as trade barriers and import duties.

7.13 Dealing with Government Officials

The Group strives to build transparent and fair relationships with Government Officials. Vendors shall comply with the applicable laws and regulations relating to their dealings with these parties in all countries in which they operate.

Vendors shall not make any direct or indirect political contributions on behalf of the Group. Vendors shall avoid from even having the appearance of making such contributions or expenditure to any Government Officials, political candidate or campaign on behalf of the Group.

7.14 Anti-Money Laundering & Anti-Terrorism Financing

Vendors are required to comply with any Anti-Money Laundering and Anti-Terrorism Financing Laws in all countries in which they operate. Vendors shall not be involved in Money Laundering activities, either directly or indirectly. Such activities include colluding with any of the Group's employees to transfer or obtain illegal funds and using their work with the Group as a cover up for their illegal activities and Money Laundering transactions. Other activities may include, but not limited to the following:

- Payments made in currencies that differ from invoices;
- Attempts to make payment in cash or Cash Equivalent (out of normal business practice);
- Payments made by Third Parties that are not parties to a Contract; and
- Payments to or accounts of Third Parties that are not parties to a Contract.

8. CONTACT US

Vendors who may have concerns about any actual or potential violations of the applicable laws and regulations including any provisions of this Vendor COBC, by any Director or employee of the Group, anyone conducting work for the Group, or acting on behalf of the Group, shall report the matter to the Group using the following reporting channels:

CMC Whistleblowing Email:
whistleblow@rsdhealth.com

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Edition: March 2024

9. DEFINITIONS

The definitions of the key terms used in this Vendor COBC are as follows:

TERMS	DESCRIPTIONS
Anti-Money Laundering and Anti-Terrorism Financing Laws	refers to anti-money laundering and anti-terrorism financing laws that are designed to help prevent legitimate businesses from being used by criminals for money laundering and/or terrorism financing purposes, and to assist law enforcement agencies to trace and recover criminal assets and terrorist funding.
Anti-Trust Laws	refers to laws intended to promote free competition in the marketplace by outlawing monopolies.
Assets	refers to tangible or intangible resources possessed, controlled or owned by the Group including but not limited to buildings, sites, equipment, tools, supplies, communication facilities, funds, accounts, computer programmes, information, technology, documents, patents, trademarks, copyrights, know-how and other resources of similar nature or property of the Group.
Bribe or Bribery	refers to an act of giving, offering, promising, requesting, agreeing to receive, or receipt or acceptance of any advantage, which need not be financial, including any payment, gift, loan, fee, or reward, to or from any person to influence them corruptly or improperly in the exercise of their duty, where such act is an offence under the applicable laws and regulations.
Cash Equivalent	refers to an asset, such as property or stock, that has a realisable cash value equivalent to a specific sum of money, or an asset that is easily convertible to cash, for example, a treasury bill.
Competitors	refers to persons or entities that render the same or very similar services or supply the same or similar products in any one or a number of business environments.
Confidential Information	refers to information of the following nature: a. Any information in any form whatsoever not generally known, and propriety to the Group including but not limited to information relating to processes, operations, trade, products, research, development, manufacture, purchasing, business, business prospects, transactions, affairs, activities, know-how, Intellectual Property, accounting, finance, planning, operations, customers data, engineering, marketing, merchandising and selling,

	<p>proprietary trade information, payroll figures, personal data of Directors and Employees, patients' data and information, customers' list, records, agreements and information, technical, price lists, business methods, customers' history, inventions, and other related information, and any books, accounts and records kept by the Group for the purpose of its business;</p> <p>b. Any information that would be regarded as confidential by a reasonable business person;</p> <p>c. Any such information as described in (a) and (b) above which relate to any of the Group's suppliers, agents, distributors and customers;</p> <p>d. Any notes, reports, analyses, memoranda or other documents in any form which contain, reflect or utilises an information described in paragraphs (a), (b) and (c) above.</p>
Contract	refers to an agreement that legally obliges a party to do, or not to do, a certain thing. Examples of contract include sales and purchase contract, service contract, contract for goods etc.
Corruption	refers to any action which would be considered as Bribery (as defined above). Such acts can include corrupt practice of illicit behaviour, including Bribery, extortion, fraud, nepotism, graft, speed money or facilitation payments, pilferage, theft, embezzlement, falsification of records, kickbacks, influence peddling, Money Laundering and campaign contributions.
Customers	refers to persons or entities to which the Group provides products or render services to and includes potential customers.
Directors	refers to persons appointed to the CMC Board or the Board of the respective subsidiaries of the Group, including alternate or substitute directors.
Employees	refers to all personnel including senior management, managers, executives and non-executives under the employment of the Vendor. This also covers temporary staff, interns and/or any Third Party that the Vendor assigned to perform work for CMC.
Ethics	refers to standards of conduct, which indicate how to behave, based on moral duties and virtues arising from principles of right and wrong. Ethics involve two aspects namely the ability to distinguish right from wrong and the commitment to do what is right.

Family Members	refers to spouse, parent, child (including adopted child and step child), brother, sister and the spouse of his/her child, brother or sister of the Group's Director or employee.
Fraud	refers to a false representation of a matter of fact, whether by words or by conduct, by false or misleading allegation, or by concealment of what should have been disclosed, that deceive or is intended to deceive another person.
Group	refers to CAH Medical Centres Sdn Bhd (formerly known as Ramsay Sime Darby Health Care Sdn Bhd) and its subsidiaries.
Government Officials	refers to the following: <ul style="list-style-type: none"> • Public officials, employees and contractors of any government department/agency of a country and any public international organisation (e.g., the United Nations); • Political parties and party leaders; • Candidates for public office; • Executives and employees of government-owned or government-run companies (such as a doctor in a state-controlled hospital); or • An individual holding legislative, administrative or judicial position. • Anyone acting on behalf of any of the above officials.
Harassment	refers to any direct or indirect action, conduct or behaviour which any individual or group of individuals finds abusive, humiliating, intimidating or hostile, whether verbal, physical or visual.
Intellectual Property	refers to proprietary business or technical information of value protected by patent, trademark, copyright, or trade secret laws.
Money Laundering	refers to the process by which a person or entity conceals the existence of an illegal source of income and then disguises that income to make it appear legitimate. It includes situations where a person or entity receives funds where it is known, suspected or it would be reasonable to know or suspect that the funds are from illegal activities, or if the person is negligent as to whether that is the case.
Proprietary Information	refers to 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, patient lists, customer lists or potential customer information, financial

	records or operations which is regarded as being confidential in nature (whether or not labelled as confidential) and belongs to and owned by the Group.
Secret Commissions	refers to money or other benefits (payment of money is not a requirement of the offence) that is dishonestly received or solicited from a Third Party in return for agreeing to act in a certain way or be influenced to show any favour or disfavour to any person, in relation to the affairs or business of the Vendor. Can include use of misleading documents or statements with the intent of defrauding the Group and/or the Vendor.
Third Parties	Party/Third refers to any individual or organisation with whom the Vendor come into contact during the course of their duties for CMC and includes actual and potential patients, clients, customers, suppliers, joint venture partners, contractors, agents, intermediaries, consultants, distributors, business contacts, advisers, government and public bodies and health funds and other insurers.
Vendors	refers to parties who have direct dealings with the Group including without limitation suppliers, consultants, agents, contractors and goods or service providers of the Group (each a "Vendor").