

# **TURIYA BERHAD GROUP OF COMPANIES**

## **CODE OF CONDUCT AND DISCIPLINE**

An employee is required at all times to observe Clauses 1 to 10 below. The breach of any of them by an employee shall render the employee liable to disciplinary action as outlined in Clause 11. The list below which is not exhaustive shall include the following:-

### **1. CONDUCT AND DISCIPLINE**

- 1.1 An employee shall at all times and all occasions give his undivided loyalty and devotion to the Company.
- 1.2 An employee shall not subordinate his duties to the Company in favour of his private personal matters.
- 1.3 An employee shall not conduct himself in such a manner as likely to bring his private personal matters into conflict with his duties
- 1.4 An employee shall not conduct himself in such a manner as to bring the Company into disrepute or to bring discredit thereto.
- 1.5 An employee shall not conduct himself in such a manner as can reasonably be construed as being negligent, careless or lacking in efficiency.
- 1.6 An employee shall not conduct himself in such a manner as to lay himself open to suspicion of dishonesty.
- 1.7 An employee shall not conduct himself in such a manner as to result in financial losses to the Company, damage to Company's property, damage to Company's image and lowering of staff's morale
- 1.8 An employee shall not conduct himself in such a manner as may be construed as an act of insubordination.
- 1.9 An employee shall keep secret all transactions, accounts, information, dealings, staff affairs, business affairs affecting the Company and its customers or any person that the Company may have dealings with, throughout his employment and thereafter and shall be liable for any acts in breach of this provision.
- 1.10 An employee shall at all times during working hours be neatly and properly dressed and groomed.
- 1.11 An employee shall not take or be involved in the trafficking of or be involved directly or indirectly in heroin, marijuana, ganja or such like drugs or be found in possession of them.
- 1.12 An employee shall not carry offensive weapons or have possession of them within the Company premises without prior written consent of the Company.

- 1.13 An employee suffering from any serious infectious or contagious disease such as Hepatitis, Aids or Tuberculosis shall report such disease to the Company's appointed medical practitioner.

## **2. ACTIVITIES OUTSIDE THE COMPANY**

- 2.1 Except with the prior written permission of the Company, no executive may:-
- a) take part directly or indirectly in the management or business activities of any company or companies, firms, corporations or any activity whatsoever whether for gain or otherwise.
  - b) have any interest directly or indirectly or through nominees or trustees in any company, firm or business. This however, does not preclude an executive from purchasing shares for investment purposes only for public companies not related to the Group.
  - c) Take part of have any interest or be affiliated in any way either directly or indirectly with any political club, society, party or organisation.
  - d) Buy or sell directly or indirectly shares of the Group its subsidiaries or associated Companies.
  - e) Give guarantees or become surety for any person, firms, company or institution other than family members such as spouse, children, brothers, sisters, parents, parents-in-law and/or grandparents.
- 2.2 Any consent or permission granted by the Company regarding the above Clause 2.1 may be withdrawn at anytime and no reason need be assigned for such withdrawal of consent or permission.

## **3. SERIOUS PECUNIARY EMBARRASSMENT**

- a) serious pecuniary embarrassment from whatsoever cause will be regarded as necessarily impairing the efficiency and/or integrity of an executive.
- b) for the purpose of these Terms and Conditions of Service, the expression serious pecuniary embarrassment means the state of an executive's indebtedness which having regard to the amount of debt incurred by him may cause financial hardship to him and an Employee shall be deemed to be in serious pecuniary embarrassment:-
  - i) where he is a judgement debtor; or
  - ii) where he is insolvent; or
  - iii) where bankruptcy proceedings have been commenced against him

## **4. PUBLICATION OF BOOKS, JOURNALS, MAGAZINES, NEWSLETTERS OR ARTICLES**

- a) Except with the written permission of the Company, an Employee shall not publish, write or assist in the publication of any book or other work which is based on information of any sort, confidential or otherwise, obtained by the Employee in the course of his employment with the Company.
- b) If permission is granted it shall be subject to an implied condition that:-

- the proposed publication shall not be so published in such a manner as to give rise to the inference that it has received any official support, backing or sponsorship from the Company; and/or

- the proposed publication shall not under any circumstances bear the words “approved publications” or any work whatsoever which has the like effect.

## **5. MAKING OF PUBLIC STATEMENTS**

- a) Except with the written permission of the Company, an Employee shall not either orally or in writing in any other form make any public statement concerning the policies, decisions, measures or work of or undertaken by the Company on any issue or any other staff of the Group nor shall he circulate any such statement made by him or made by anyone else.
- b) “Public statement” or “discuss publicly” includes the making of any statement or comment to the press or the public or in the course of any lecture or speech or the broadcasting thereof by sound or vision.

## **6. GIVING OF REFERENCES**

Save insofar as required in the course of normal business, an Employee may only give references in private capacity and no use should be made of the Company’s name or stationery or the Company’s emblem, logo or trade mark.

## **7. ABSENCE WITHOUT LEAVE**

An employee shall be deemed to have terminated his contract of service with the Company if he has been continuously absent from work for two or more consecutive days without prior leave from the Company.

## **8. RESPONSIBILITY OF EXECUTIVES TO REPORT**

- a) if an Employee finds that another staff is negligent or inefficient or has committed a breach of any of the Terms and Conditions of Service, or of any act detrimental to the Company, the Employee shall forthwith report either orally or in writing to his superior or relevant authorities in the Company. If the report is made orally, he has to subsequently confirm in writing.
- b) Any Employee who fails to report shall himself be considered to be guilty and renders himself liable to disciplinary action.

## **9. LIABILITY OF EXECUTIVES**

An Employee shall be liable to the full extent of any loss incurred by the Company arising out of or connected with any action taken by him without the approval of the Company and he shall be held responsible for such loss or any bad or doubtful debts consequent thereupon. The Company shall be at liberty to take action against such employee at any time in order to recover such loss.

## 10. GROUNDS FOR DISCIPLINARY ACTION

Any disciplinary action as outlined in Clause 11 may be taken against an Employee on the ground or ground of:-

- a) inefficiency
- b) dishonesty
- c) misconduct
- d) indiscipline
- e) negligence
- f) carelessness
- g) insanity
- h) pecuniary embarrassment
- i) an act of insubordination
- j) abuse of position of office
- k) conviction of a criminal offence
- l) judgement or order made in any civil suit or matter
- m) default against any of the Terms and Conditions of Service or
- n) any non-compliance of the Company's internal controls, departmental policies and procedures or
- o) any other act or neglect considered serious by the Company

## 11. DISCIPLINARY ACTION

The Company or any Employee or committee of employees authorized by it may impose on an employee any one or any combination of two or more of the following disciplinary actions:-

- a) verbal or written warning
- b) suspension from work without pay for a period to be determined by the Company
- c) withholding or forfeiture of payment of bonus should such bonus be declared
- d) reduction of salary
- e) lowering of rank
- f) termination of service
- g) summary dismissal

The Company or any employee or committee of employees authorized by it may suspend an employee before, during or after an investigation has been carried out and the employee shall be notified accordingly.

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I hereby acknowledge receipt of copy of "Code of Conduct and Discipline for Employee" of the Company. I have read and understood the contents and will abide by these rules.

Name:

Signature:

Date: