



KLCC GROUP CODE OF CONDUCT AND BUSINESS ETHICS

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Document Risk Assessment

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Reference

Reference is made to the following frameworks, standards, or publications. Unless specifically designated by date, the latest edition of each publication shall be used or referred, together with any supplementary/revision thereto:

- i. PETRONAS Code of Conduct and Business Ethics (CoBE), 18 August 2022

Abbreviations

| Abbreviations | Term |
|---------------|--|
| LCS | Legal and Company Secretarial Department |
| HCD | Human Capital Department |
| HoD | Head of Department |

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Terms and Definition

| Term | General Definition |
|---------------------------|---|
| Dual Employment | where an employee holds a full-time position and payroll with one employer and takes on an additional employment with another employer either full-time or part-time. |
| Employee | any person who is in the employment of KLCC Group including but not limited to executives, non-executives, secretaries, secondees and individuals on direct hire. |
| Family/Household | includes your spouse(s), children (including step- children and adopted children), parents, step-parents, siblings, step-siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins, as well as other persons who are members of your household. |
| Intellectual Property | means any patent, know-how, copyright, industrial design, trademark or service mark, confidential information, whether registered or unregistered (includes any application for registration of the aforementioned rights) in relation to any materials (including inventions, computer programmes, or results of technological research) and any other intellectual property or industrial property right of any nature whatsoever subsisting under the law at any time, in any part of the world. |
| KLCC Group Contact Person | KLCC Group's focal that can be contacted by any third-party having business dealing with KLCC Group. |
| KLCC Group | refers to KLCCH and the companies owned by it either directly or indirectly. |
| KLCCH | refers to KLCC (Holdings) Sdn Bhd Co. No (198901001062 (178368-U)) where registered office is at Level 54, Tower 2, PETRONAS Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur. |
| Limits of Authority | a corporate document which outlines the respective Board's delegation of authority. |

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| Term | General Definition |
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| OPU | refers to legal entities incorporated or registered under Companies Act including Wholly Owned Subsidiaries, Partly Owned Subsidiaries and Associates. |
| Partly Owned Subsidiaries | refers to the OPU where KLCCH owns more than 50% but less than 100% of the shares, directly or indirectly. KLCCH may not have complete control but has a controlling interest. |
| PETRONAS | refers to Petroliaam Nasional Berhad Co. No (197401002911 (20076-K)) where registered office is at Tower 1, Petronas Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur. |
| Public Officials | includes, without limitation, public or government official, any person having public official functions or acting in a public official capacity, candidates for public office, officials of any political party, and officials of state-owned enterprises other than KLCCH. |
| Wholly Owned Subsidiaries | refers to OPU where KLCCH is the sole shareholder. |
| Sexual Harassment | <p>any unwanted or unwelcomed or unsolicited or unreciprocated conduct of a sexual nature having the effect of verbal, non-verbal, visual, psychological, or physical harassment to the recipient:</p> <p>a) That might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on his/her employment; and/ or</p> <p>b) That might, on reasonable grounds, be perceived by the recipient as an offence or humiliation, or a threat to his/her wellbeing</p> |
| Third Parties | refer to both individuals and corporate entities including but not limited to director, officer, employee, agent, consultant, nominee, representative, licensee, adviser, sub-contractors, any service provider. |

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GENERAL BUSINESS PRINCIPLES

We recognize our core responsibilities to our stakeholders as follows:

➤ **Shareholders**

We are committed to creating and enhancing long-term shareholder value using the principles of value-based management.

➤ **Employees**

The high caliber of our workforce is a valuable competitive advantage. Building on this human capital, we strive to hire and retain the most qualified people available, to offer competitive terms and conditions of service, and to maximize their opportunities for success through training and development. We are committed to maintaining a safe working environment enriched by diversity and characterized by open communication, nurturing trust, fair treatment, and respect.

➤ **Customers**

Success depends on our ability to consistently satisfy changing customer preferences. We pledge to continuously provide products and services that conform to requirements of both our internal and external customers, while demonstrating commitment to a higher purpose beyond generating profits.


➤ **Business Partners**

We seek mutually beneficial relationships with our counterparts, contractors, suppliers, financial institutions, and other entities with whom we do business.

➤ **Communities**

We pledge that KLCC Group will behave as a responsible corporate citizen wherever we operate and will take into consideration the needs and aspirations of local communities.

Our measures of success are the extent to which we meet these commitments, the long-term value we create for our shareholders, the pride of our employees in their accomplishments, the satisfaction of our customers and all those with whom we do business, and the extent to which communities, both local and international, judge our activities as beneficial.

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INTRODUCTION

KLCC Group is committed to uphold the highest standard of integrity, ethical behaviour, professionalism and adhere to all applicable laws in all its operations.


KLCC Group shall continuously:

- keep itself abreast with the development of applicable ethics and integrity laws
- have in place a robust governance framework and mechanism that embodies internal controls and risk management.
- foster a culture of integrity, ethical behaviour and professionalism through embedment and implementation of the compliance programme.
- have in place a Whistleblowing channel.

KLCC Group Code of Conduct and Business Ethics ("CoBE") applies to every employee, director, officer of KLCC Group and third parties that perform work or services for or on behalf of KLCC Group. Joint venture companies in which KLCC Group is not a controlling stakeholder and associate companies of KLCC Group may share CoBE or similar principles and standards.

KLCC Group takes stern disciplinary actions against its employees, directors or officers who are involved in unlawful or unethical activities. KLCC Group maintains the right to terminate business relationships with third parties who are found to be involved in such wrongdoings.

KLCC Group requires its employees and third parties that perform work or services for or on behalf of KLCC Group to strictly adhere to CoBE at all times.

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PART I: CORE VALUES AND CULTURE

1. APPLICATION

- 1.1. CoBE is intended to apply to every employee of KLCC Group. It is also intended to apply to every director (executive and non-executive) for KLCC Group, except as otherwise stated in CoBE. Your failure to comply may have severe consequences to KLCC Group and may result in disciplinary action against you, or even your dismissal from KLCC Group, subject to the requirements of applicable law.
- 1.2. CoBE applies to you in your capacity as a third-party conducting business with KLCC Group, and KLCC Group requires the same level of integrity and business conduct from you, whether you are engaged as an agent, an intermediary, engaged to provide goods and/or services for, jointly with or on behalf of KLCC Group or a counterparty in a business transaction with KLCC Group. Your failure to comply may have severe consequences for both KLCC Group and yourself and may result in KLCC Group requesting you to take remedial steps to remedy a breach, or even suspending or terminating business relationship with you, and seeking to enforce any other contractual right we may have against you for breaching CoBE.
- 1.3. If you wish to direct your concerns on KLCC Group employees, contractors, sub-contractors, consultants, agents, representatives, or other service providers, in lieu of contacting your Head of Department ("HoD"), and Human Capital Department ("HCD"), you may also contact the following whistleblowing channel platforms:
 - a) Email to whistle@petronas.com
 - b) Online submission via <https://www.petronas.com/whistleblowing>
 - c) In writing to P.O Box No 11646, Pejabat Pos Besar Kuala Lumpur

Please also refer to our Whistleblowing Policy available on KLCC Group website for further information.
- 1.4. CoBE is prepared in both English and Bahasa Malaysia and may appear in other languages. In the event of any conflict, the English version will prevail.
- 1.5. CoBE is implemented on 1 April 2012 ("Effective Date"). Any misconduct committed before the Effective Date of CoBE will be dealt with under Employee handbook (or

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other applicable policies and terms and conditions of service) in effect for your company at the time of the misconduct.

- 1.6. If there is any conflict between the law and the rule or policy set out in CoBE, you should comply with the law.
- 1.7. The provisions of CoBE may be amended or waived by KLCC Group from time-to-time at KLCC Group's sole discretion. KLCC Group expects that waivers would only be granted in exceptional circumstances and then only in keeping with applicable law and KLCC Group's policies and procedures. The provisions of CoBE may be supplemented or modified for your jurisdiction through local guidelines (Country Supplement). In particular, provisions concerning disciplinary procedures and actions for your jurisdiction may be set out in a Country Supplement for your jurisdiction. If no such provisions are set out, the standard disciplinary rules, and practices for dealing with violations of company policy will apply, in every instance subject to the requirements of applicable law in your jurisdiction. CoBE may be implemented through a handbook or contract terms and conditions, or similar manual or document, which may address additional matters beyond the scope of CoBE. Any such Country Supplement will be considered part of CoBE for your jurisdiction.
- 1.8. CoBE does not identify or set out every law, policy or procedure that may apply to you in the performance of your role. You are responsible for informing yourself on concerning laws and other KLCC Group policies and procedures. CoBE does not constitute legal advice.
- 1.9. To help you understand and interpret CoBE, a user-friendly guide titled "The KLCC Group CoBE Guide", is made available and linked as reference document in CoBE. In the event of any conflict between the KLCC Group CoBE Guide and CoBE, CoBE (as supplemented or modified for your jurisdiction) shall prevail.
- 1.10. In addition to the above, certain sections under CoBE are linked to the KLCC Whistleblowing Policy and the KLCC Group Anti-Bribery and Corruption Policy and Guidelines (ABC Manual) as reference document in CoBE. Any amendment and revision to these documents will be updated to the reference link as and when required.
- 1.11. CoBE does not seek to address every situation you may encounter in the course of your employment and in conducting business with KLCC Group. Explanatory statements or examples set out under CoBE may or may not be applicable to your situation / relationship / arrangement with KLCC Group and act to serve as guidance only. CoBE is not a substitute of your own duty, responsibility, and accountability to

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comply with all laws applicable to you or your business, nor a substitute of your good judgment in exercising discretion and making business decision.

- as per REFERENCE IN PAGE 8


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2. CORPORATE VALUES AND CULTURE

- 2.1. KLCC Group is committed to the highest standards of integrity, openness, and accountability in the conduct of the Group's business and operations. KLCC Group seeks to conduct its affairs in an ethical, responsible, and transparent manner.
- 2.2. As an employee of KLCC Group, you have a duty to serve KLCC Group with good faith, fidelity, diligence, and integrity. You are required to act in the best interests of KLCC Group and to refrain from engaging in conduct or activities which may adversely affect the best interests of KLCC Group. You are at all times required to:
- conscientiously maintain the highest degree of integrity.
 - always exercise proper care and judgment.
 - avoid conflict of interest.
 - refrain from taking advantage of your position or exercising your authority to further your own personal interest at the expense of KLCC Group.

You may not conduct yourself in a manner that might undermine or that is likely to destroy or damage KLCC Group's confidence and trust in you. These duties are without limitation on duties imposed on you by law.

- 2.3. KLCC Group expects that, throughout your time of service as a KLCC Group's employee, you will:
- a) strive towards a high standard of professionalism.
 - b) always give your undivided loyalty and devotion to KLCC Group and on all occasions.
 - c) serve with honesty and integrity, goodwill, and courtesy.
 - d) display group cohesiveness based on oneness of purpose together with a caring attitude for individual.
 - e) uphold the duty of care for the interests and reputation of KLCC Group.
 - f) display a high sense of discipline, cooperativeness, and diligence in carrying out your duties.
 - g) act consistently to maintain KLCC Group's confidence and trust in you.
 - h) promote creativity and new approaches in the course of carrying out your work.
 - i) comply with applicable laws, regulations and KLCC Group policies and procedures.

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PART II: DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE, AND INTEGRITY


PART II A: CONFLICT OF INTEREST

1. DUTY REGARDING AVOIDANCE OF CONFLICT OF INTEREST

1.1. Conflict of interest

- a) A conflict of interest can exist when an individual is in a position to take advantage of his or her role at KLCC Group for his or her personal benefit, including the benefit of his or her family and friends, in which his or her interest may conflict/potentially conflict with KLCC Group's interest.
- b) A conflict of interest can make it difficult for an individual to fulfil his or her duties impartially and correctly.
- c) A conflict of interest can exist even if it results in no unethical or improper acts. Even the appearance of improper influence in your decision making may be an issue.
- d) A conflict of interest will undermine the values of good faith, fidelity, diligence, and integrity in the performance of your duties and obligations as expected by KLCC Group.


You must therefore avoid conflicts of interest between your personal dealings and your duties and responsibilities in the conduct of KLCC Group's business. In particular, the use of KLCC Group office position, confidential information, assets, and other KLCC Group resources for personal gain, or for the advantage of others with whom you are associated, is prohibited.

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1.2. The situations under which conflicts of interest may arise include, but are not limited to:

- a) When you, in the exercise of your authority, give preference to your interests or the interests of your family/household members, associates, or friends rather than to the interests of KLCC Group.
- b) When you are in a position to influence decisions that are to be made by KLCC Group with respect to dealings with a business, enterprise or entity owned or partially owned by you, your family/ household members, associates, or friends.
- c) When you compete with or against KLCC Group.
- d) When you have a financial interest in a supplier, contractor, competitor or customer and you are involved in KLCC Group's decision-making process relating to, or of relevance, to them.
- e) When you have a financial interest in a transaction in which you know KLCC Group is involved or plans to be involved.
- f) When you receive fees, commissions or other benefits from a supplier, contractor, competitor, or customer.

1.3. Any instances of conflict must be endorsed by the HoD in consultation with the HCD, the relevant company secretary (in the case of directors) or your KLCC Group contact person. Failure to fully disclose the nature and scope of the conflict of interest as soon as you are aware, may result in disciplinary action or consequence management being taken against you, whether or not such potential or actual conflict results in tangible or intangible damage to KLCC Group.

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2. INVOLVEMENT IN BUSINESS WHERE YOU OR YOUR FAMILY/ HOUSEHOLD HAVE A DIRECT OR INDIRECT INTEREST

2.1. You are deemed to have a conflict of interest when you, the members of your family/ household and your or their nominees and trustees, and any account or entity over which you or they have influence or control, promote the formation of any business, firm, corporation, or company and/or own, either directly or indirectly, shares or other forms of beneficial interest (hereinafter referred to as "Equity") including but not limited to:

- a) Privately held entities which derive any income or receive any payment from contractual or other business arrangements with KLCC Group;
- b) Privately held entities listed in KLCC Group's lists of registered contractors, even if the entities concerned do not derive any income or receive any payment from contractual or other business arrangements with KLCC Group; and/or
- c) Publicly held entities in which you or a member of your family/ household holds a greater than 1% ownership interest and with respect to which you have the authority to make decisions in the course of your work at KLCC Group.

2.2. Should a situation arise (for example as a result of inheritance or marriage) whereby you (or a member of your family/household) become, directly or indirectly, the owner of equity in any entities identified above, you will be considered to be in a potential conflict of interest situation and you shall be under a duty, as soon as you become aware of the situation, to disclose to the HoD, HCD, the relevant company secretary (in the case of directors) or your KLCC Group contact person, in writing of the circumstances. Any conflict of interest must be endorsed by the HoD, in consultation with the HCD, the relevant company secretary (in the case of directors) or your KLCC Group contact person and such consultation shall include suggestions and/or recommendations on the most appropriate way of preventing or overcoming the conflict of interest.

Your failure to inform KLCC Group when a conflict of interest (or potential conflict of interest situation as described above) becomes known to you and/or failure to comply with the requirements of KLCC Group will be deemed to be in position of conflict for which appropriate disciplinary action may be taken against you.


Conflicts of interest and potential conflicts of interest which have been fully disclosed and which are formally endorsed and permitted by KLCC Group will not be constituted as a violation of CoBE.

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- 2.3. You are encouraged to declare your interests in certain circumstances, including but not limited to the following:


In the event you, the members of your family / household and your or their nominees and trustees, and any account or entity over which you or they have influence or control, are involved in the promotion and formation of any business, firm, corporation or company and/or own, either directly or indirectly, shares or other forms of beneficial interest in:

- a) Privately held entities; and/or
- b) Publicly held entities.

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3. CONFLICT OF INTEREST THAT ARISES WHEN YOU ARE A PARTY TO DECISION-MAKING

- 3.1. You will be in a conflict of interest situation when you, a member of your family/household and/or your associates has an interest (whether in the form of directorships, partnerships, shareholdings or through agencies) in entities which are on KLCC Group's lists of registered contractors or which have contractual or supply arrangements with KLCC Group, and you are involved in any decision- making by KLCC Group relating to, or have dealings (whether directly or indirectly) with, such entities in the course of your duties with KLCC Group.
- 3.2. You will also be in a conflict-of-interest situation when you are involved or expect to be involved in the hiring, supervision, management, or career planning in respect of any of your relatives at KLCC Group or at entities providing services to KLCC Group.
- 3.3. When such a conflict-of-interest situation becomes known to you, unless otherwise instructed by KLCC Group, you shall abstain from participating in any KLCC Group decision-making or deliberations involving the entity or person and avoid doing anything which could influence the decisions on such dealings and shall report such conflict of interest to the HoD, the relevant company secretary (in the case of directors) or your KLCC Group contact person. Following such report, HoD in consultation with the HCD, or your KLCC Group contact person, as the case may be, will give such instructions to you as it deems appropriate, which you shall comply with.
- 3.4. You may be asked to serve on the board of directors of another organisation and this can, in some cases, raise a conflict of interest or a legal issue, even if the service is voluntary and unpaid. Before accepting a position as a board member outside of KLCC Group, employee must obtain approval from HoD.


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4. DISCLOSURES GIVING UNDUE ADVANTAGE TO THIRD PARTIES

You shall not be involved with the commission or omission of any act which gives an undue advantage to an outside party in its dealings with KLCC Group without prior approval from KLCC Group, whether or not such act or omission results in you obtaining a personal gain, benefit or advantage in business transactions or dealings involving KLCC Group. Such prior approvals should be obtained through the HoD (or, in the case of directors, the relevant full board of directors). Giving an outside party confidential KLCC Group information without appropriate authorisation in order to assist that party in securing KLCC Group business or for any other reason will be considered a violation of this restriction.

5. PERSONAL TRANSACTIONS WITH KLCC GROUP'S CLIENTS, SUPPLIERS, CONTRACTORS, AND VENDORS

- 5.1. You shall not, directly, or indirectly, enter into transactions or dealings for the purchase or sale of any moveable or immoveable property or for the supply or purchase of any service from any of KLCC Group's clients, suppliers, contractors or vendors (or with their agents or representatives) with whom you have or are likely to have official dealings on behalf of KLCC Group, other than transactions or dealings on such terms as are freely available to the general public.
- 5.2. If you, despite efforts to avoid transactions or dealings as aforesaid, are constrained nevertheless to act contrary to this prohibition, you shall obtain written approval from your HoD in consultation with HCD and must not proceed with them until such permission is obtained.
- 5.3. The granting of the aforesaid permission will be subject to you satisfying KLCC Group that such transactions or dealings are not inconsistent with the due and proper performance of your duties or the fulfilment of your obligation to KLCC Group.

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PART II B: FIGHTING CORRUPTION AND UNETHICAL PRACTICES

6. SOLICITATION, BRIBERY AND CORRUPTION

- 6.1. An act of corruption by you has the effect of compromising the due and proper performance of your duties and the exercise of your authority, thereby undermining the integrity of the decision-making process and the decisions of KLCC Group concerning its business and affairs. An act of corruption by you has the further effect of potentially incriminating KLCC Group and its director, officer, or partner.
- 6.2. You are prohibited from, directly or indirectly, soliciting, accepting or obtaining or agreeing to accept or attempting to obtain, from any party for yourself or for any other party, any bribe or gratification as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to KLCC Group's affairs or business, or for showing favour or forbearing to show disfavour to any party in relation to KLCC Group's affairs or business.
- 6.3. You may not directly or indirectly offer, promise, or give any bribe or gratification as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to KLCC Group's affairs or business, or for showing favour or forbearing to show disfavour in relation to KLCC Group's affairs or business, whether in the form of a facilitation payment, kickback, donation, fee or any other form.
- 6.4. You should satisfy yourself concerning the ethics and integrity status of any contractor, sub-contractor, vendor, agent, consultant, representative, service provider or other person who you engage to act for or on behalf of KLCC Group or in relation to KLCC Group's affairs or business and confirm that the relevant party understands and accepts KLCC Group's policies prohibiting improper solicitation, bribery and corruption. Contractors, sub-contractor, agent, consultant, representative, service provider and others must comply with such policies when performing work or services for or on behalf of KLCC Group.
- 6.5. Even the appearance of conduct prohibited by this section, or any other measure that is unethical or that may tarnish KLCC Group's reputation for honesty and integrity, must be avoided. If you are unsure whether an action is permitted, seek guidance from the HoD, LCS or your KLCC Group contact person before acting.

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If you receive a request for a bribe or if you are offered a bribe, you must reject the offer and immediately report it to the Whistleblowing channel, HoD, LCS or your KLCC Group contact person, as the case may be.

- 6.6. In this part, a “bribe” or a “gratification” is any gift, payment, benefit or other advantage, pecuniary or otherwise, offered, given, or received in order to secure an undue or improper result, award, decision, benefit or advantage of any kind. A bribe or a gratification need not involve cash or another financial asset—it can be any kind of advantage, including the unpaid use of corporate services or property, loan guarantees or the provision of employment to the family or friends of people with whom KLCC Group deals.

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7. RECEIVING FACILITATION PAYMENTS

- 7.1. You are prohibited from, directly or indirectly, accepting or obtaining or attempting to accept or obtain facilitation payments from any person for yourself or for any other person subject to CoBE.
- 7.2. In this part, the term “facilitation payments” generally means payments made to secure or expedite the performance by a person performing a routine or administrative duty or function in KLCC Group.

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8. PROHIBITION ON COMMISSIONS, DISCOUNTS AND SECRET PROFITS

You must not directly or indirectly, receive or obtain, in respect of any goods or services sold or purchased or other business transacted (whether or not by you) by or on behalf of KLCC Group, any discount, rebate, commission, service, interest, consideration of value or other benefit or payments of any kind (whether in cash or in kind) which is not authorised by KLCC Group's rules, policies or guidelines.

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9. ACCOUNTING FOR SECRET PROFITS OR GAINS

A person subject to CoBE who, directly or indirectly, obtains any discount, rebate, commission, service, interest, consideration of value or other benefit or payments of any kind (whether in cash or in kind and whether as a bribe or otherwise), by virtue of his/her position in or acting with authority on behalf of KLCC Group, must immediately disclose such receipt and he/she shall be liable to render an account of the same including the value of non-cash items to the HoD (for employees of KLCC Group) or his/her KLCC Group contact person (for non-employees, e.g.: contractors). All amounts received shall be surrendered to KLCC Group.

9A. GIFTS AND ENTERTAINMENT

- 9.1. KLCC Group has adopted a “No Gift” Policy whereby, subject only to certain narrow exceptions as provided in the KLCC Group Anti-Bribery and Corruption Policy and Guidelines (ABC Manual), KLCC Group employees and directors, their family/household members or agents acting for or on behalf of KLCC Group are prohibited from, directly or indirectly, receiving or providing gifts.
- 9.2. KLCC Group requires its employees and directors to abide by this “No Gift” Policy to avoid conflicts of interest arising or the appearance of a conflict of interest. Gifts and entertainment provided during on-going or potential business dealings between KLCC Group, and external parties can be perceived as creating a conflict of interest, or potentially a bribe. This may tarnish KLCC Group’s reputation or be in violation of anti-bribery and corruption laws.
- 9.3. Employees and directors are responsible to inform external parties of the “No Gift” Policy.

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10.RECEIVING GIFTS AND ENTERTAINMENT

- 10.1. You are required to comply with the procedures of KLCC Group relating to the receipt of gifts and entertainment.
- 10.2. You, or any of your family/household members must not accept gifts or entertainment in exchange for an exercise or non- exercise of your KLCC Group authority, information or any other matter to the detriment of KLCC Group.

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11. PROVIDING GIFTS AND ENTERTAINMENT

- 11.1. You are required to comply with the procedures of KLCC Group relating to the giving of gifts and entertainment. You should not pay for a gift or entertainment personally in order to avoid obtaining prior approval or to otherwise circumvent KLCC Group policies.
- 11.2. KLCC Group prohibits the giving of gifts and entertainment that are illegal or unduly dangerous, or indecent, sexually oriented or inconsistent with KLCC Group's commitment to mutual respect, or for the purpose of improperly influencing someone to take action in favour of KLCC Group or to refrain from taking adverse action against KLCC Group.
- 11.3. No gift of cash may be given.

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12. PUBLIC OFFICIALS

- 12.1. You are prohibited from offering gifts and entertainment to public officials other than in accordance with the policies and procedures of KLCC Group.
- 12.2. You are prohibited from offering gifts and entertainment, including travel related expenses, to public officials and/or their family/household members in connection with any transactions directly or indirectly relating to KLCC Group without permission from the HoD or your KLCC Group contact person, in consultation with the LCS.
- 12.3. You are prohibited from paying for non-business travel and hospitality for any public official and/or his/ her family/household members in connection with any transactions directly or indirectly relating to KLCC Group without permission from your HoD or KLCC Group contact person in consultation with the LCS.
- 12.4. You must comply with local laws concerning lobbying in any jurisdiction in which KLCC Group engages in lobbying activity. Prior to engaging in lobbying activities, you should obtain guidance from the HoD in consultation with LCS or your KLCC Group contact person.
- 12.5. You may not offer or provide gifts or any benefits to any person, such as an agent, consultant or contractor, if you know or suspect that a public official or his/her family/household member will be the indirect beneficiary or recipient, other than as approved by the HoD in consultation with the LCS or your KLCC Group contact person.
- 12.6. Any contractors, sub-contractors, consultants, vendor, agents, representatives, or other service providers dealing with public officials on KLCC Group's behalf must be evaluated and must be informed of the provisions of CoBE relating to restrictions on gifts and entertainment to public officials.
- 12.7. You shall not circumvent the prohibitions in this section and shall in every instance comply with the rules concerning solicitation, bribery and corruption set out in other sections of the Part II, as well as with applicable laws concerning bribery and corruption.
- 12.8. For purposes of CoBE, the term "public official" includes, without limitation, public or government official, any person having public official functions or acting in a public official capacity, candidates for public office, officials of any political party, and officials of state-owned enterprises other than KLCC Group.

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13. MONEY LAUNDERING AND COUNTERPARTY DUE DILIGENCE

- 13.1. If in the course of your duty, you deal with third parties who have entered or will enter into any dealings or transactions with KLCC Group, you must conduct appropriate counterparty due diligence to understand the business and background of such third parties and to determine the origin and destination of money, property, and services. You must report to the HoD or, the LCS, or your KLCC Group contact person, suspicious transactions or suspected incidents of money laundering or bribery. You should not try to investigate a case of money laundering or bribery yourself.
- 13.2. In this part, “money laundering” is generally defined as occurring when the criminal origin or nature of money or assets is disguised or made to appear legitimate or when legitimate funds are used to support criminal activities, including the financing of terrorism. Offences covered by anti-money laundering legislation include prejudicing or obstructing an investigation and failing to report suspicious activity.
- 13.3. You must not deal with criminals or the proceeds of a crime.
- 13.4. Any amount, nature, purpose, and provider or recipient of any payment or transfer of funds to or from the KLCC Group of companies must be accurately reflected in its books and records.
- 13.5. You shall not establish bank, securities trading or similar accounts in the name of KLCC Group of companies or for the benefit of KLCC Group without proper authorization from Strategic Finance Division.
- 13.6. In the event there is any requirement by regulator to establish a guideline on Anti Money Laundering, such requirement shall be complied accordingly.

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PART II C: NATIONAL AND INTERNATIONAL TRADE

14.ANTITRUST/ COMPETITION LAW

14.1. You must observe and comply with competition laws of all countries in which KLCC Group operates and/or has business dealings with. You must ensure that your dealings with business partners (e.g., customers and suppliers), contractors, sub-contractors, competitors, vendors, agents, representatives and governmental authorities at all times reflect fair and proper business practices and are in compliance with the laws and regulations governing free and fair competition and monopolies. In furtherance of this requirement, you are obligated to comply with the PETRONAS Competition Law Guidelines.

14.2. It is KLCC Group's principle that if any employees or third party acting on behalf of KLCC Group engage in, participate in or suggest any conduct in violation of competition laws, the person is deemed to be in breach of CoBE, and will be subject to disciplinary action. If you are unsure about compliance of your activities with competition rules, you must contact LCS or your KLCC Group contact person.

14.3. Basic Principles

14.3.1. As a general rule, a country's competition law applies to all companies doing business in that country, regardless of whether these companies are established in that country or not.

14.3.2. Competition laws generally:

- a) Prohibit all agreements which have as their object or effect the prevention, restriction or distortion of competition to a material extent within the territory in which any such laws apply. Not only formal but also informal agreements fall within such prohibition.
- b) Prohibit companies holding a dominant position from exploiting their strong market power in an abusive way that may affect trade. A company is generally considered to have a dominant position if it is the principal supplier or purchaser of a given set of products/services in a geographic area and it is able to exercise a significant degree of market power over its customers or suppliers.

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- c) Require prior merger control notification/filing to and clearance of the competent competition law authorities for mergers, acquisition and certain other transactions, which can be blocked if they significantly reduce competition on any relevant market.

14.4. Consequences of Competition Law Violations

Breaching competition laws can result in any or all of the following consequences:

- a) Extremely serious financial penalty (up to 10% of the annual worldwide turnover of the entire group);
- b) Imprisonment for the involved employees and disqualification of directors;
- c) Damages claims brought by customers, competitors, and/or consumers who were harmed by the anticompetitive conduct;
- d) Adverse publicity (reputation), waste of internal resources, and additional costs (e.g., legal fees);
- e) Contractual implications (e.g., nullity of the contracts or the provisions that infringe competition laws); and
- f) Competition law related dispute resolution.

Please remember that you have a duty to seek the advice from LCS or your KLCC Group contact person as soon as you identify a situation which you believe may put KLCC Group in a breach of competition law rules.

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15.EXPORT AND IMPORT CONTROLS, INTERNATIONAL BOYCOTTS AND ECONOMIC SANCTIONS PROGRAMMES


- 15.1. KLCC Group needs to be able to consider the potential impact of export control laws and economic sanctions programmes before transferring goods, technology, software or services across national borders by whatever means. In this regard, if you are involved with imports or exports, you must have proper authorisation from approving authority in accordance with respective Limits of Authority, and in consultation with LCS before importing or exporting goods, technology, software, or services across national borders for or on behalf of KLCC Group. Further, if the goods, technology, software or services are of United States of America ("U.S.") origin, any transfer within a country could also trigger U.S. export control laws. As such, special care must be made to verify whether the goods, technology, software or services would be deemed to be of U.S. origin.
- 15.2. You must not bring restricted goods into a country without declaring them and you must not import prohibited goods. You must meet import requirements when bringing goods or services into a country, ensuring duties, levies and taxes are paid and proper documentation is presented.
- 15.3. You must not agree to boycotts of customers, suppliers, or jurisdictions without proper authorisation from the approving authority in accordance with respective Limits of Authority in consultation with LCS. You should report any request to participate in an international boycott to the HoD, LCS or your KLCC Group contact person, as some countries may require that such requests be reported by KLCC Group.
- 15.4. If you are involved in international business for or on behalf of KLCC Group, you must keep yourself informed of the countries, organisations and persons sanctioned under laws applicable to you or your KLCC Group employer. The sanctions area is complex, so you should refer to the Approving Authority in accordance with respective Limits of Authority in consultation with LCS concerning any questions or uncertainties.
- 15.5. You must comply with KLCC Group policies and procedures in effect from time-to-time regarding export and import controls, boycotts, and economic sanctions programmes.

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PART II D: ASSETS OF KLCC GROUP

16. RESPONSIBILITY FOR ASSETS, FACILITIES, RESOURCES AND RECORDS

- 16.1. Access and possession of assets, facilities, resources or records belonging to KLCC Group are provided on the basis of trust and confidence that they are to be used for the KLCC Group's business purposes. These assets may be tangible—for example, equipment, including computer hardware, or cash—or they may be intangible, such as intellectual property and computer software.
- 16.2. You are responsible for the safekeeping of all assets, facilities, resources and records belonging to KLCC Group that are provided to you for the performance of your duties. You must adhere to and comply with all KLCC Group procedures as amended and updated from time-to-time on the use of all assets, facilities, resources, and records.
- 16.3. You must take all necessary steps to prevent theft, loss, damage to, or misuse of assets, facilities, resources and records belonging to KLCC Group, the occurrence of which should be reported immediately to KLCC Group. Regardless of condition or value, assets, facilities, resources and records belonging to KLCC Group may not be misused, taken, sold, lent, given away or otherwise disposed of, or used for personal purposes, except with the appropriate specific authorisation of KLCC Group.
- 16.4. Subject to applicable laws, you may be liable for any loss of or damage to assets, facilities, resources and records arising from your wilful misconduct or negligence or careless action or as a result of action taken without KLCC Group's approval, and any financial loss suffered by KLCC Group may be recovered from you by way of deduction from your salary or other means. Within the limits of applicable law, KLCC Group may at its discretion take any other action against you considered appropriate by KLCC Group, including reporting you to the authorities.

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PART II E: FINANCIAL INTEGRITY

17. INTERNAL CONTROLS AND PROCEDURES

17.1. You must comply with all laws, policies and procedures established from time-to-time to safeguard and support the integrity and accuracy of KLCC Group's financial reports and records. In this regard, you must not, do (including but not limited to) the following:

- a) conceal, alter, destroy or otherwise modify KLCC Group's records or documents other than in accordance with established, ordinary course procedures or in accordance with internal procedures on document retention (and in no case impede or frustrate an investigation or audit or conceal or misstate information).
- b) Intentionally make a false or misleading entry in a record, report, file or claim (including travel and entertainment expense reports).
- c) establish accounts, companies or arrangements that may have the effect or result of circumventing or frustrating KLCC Group's controls, policies or procedures.
- d) fail to cooperate fully and truthfully with internal and external audits authorised by KLCC Group.
- e) engage in any scheme to defraud anyone of money, property, or services.

17.2. You must also comply with all policies and procedures established from time-to-time concerning the preparation, maintenance and disposal of KLCC Group financial reports and records.

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PART II F: CONFIDENTIALITY OBLIGATIONS/ INTELLECTUAL PROPERTY/ PUBLIC COMMUNICATIONS


18. CONFIDENTIALITY OBLIGATIONS

- 18.1. The business affairs, information and records of KLCC Group comprising business, technical, financial, legal, personnel and contractual records, data and documents comprising e-mails, letters, maps, reports, drawings, calculations, specifications, formulae, forms, licenses, agreements and/or other documents or computer/digital software/technology or files of whatever nature and information as to formulae, processes and manufacturing methods are all confidential information belonging to KLCC Group. Such confidential information is strictly private and confidential and may not be utilised, discussed with, divulged to or disclosed to persons inside or outside KLCC Group, except by persons authorised to do so. All necessary precautions are to be taken by you with respect to the confidentiality of such confidential information.
- 18.2. You may not, either during or after your employment or engagement, disclose, divulge or utilise without appropriate authorisation any such confidential information which may have come to your knowledge during your employment or engagement under any previous contract of service with KLCC Group and you must, both during and after your employment or engagement, take all reasonable precautions to keep all such confidential information secret.
- 18.3. Except so far as may be necessary for the purpose of performing your duties you may not, without the consent of KLCC Group, retain or make originals or copies of such confidential information or notices thereof, nor retain samples of specimens in which KLCC Group may be or may have been interested and which have come into your possession by reason of your employment or engagement. If on termination of your employment or engagement you are in possession of any confidential information or any such samples or specimens as aforesaid, you will deliver forthwith the same on or before the date of cessation of your employment/ engagement to KLCC Group without being asked, except insofar as consent to retain them has been given to you by KLCC Group.
- 18.4. In the course of your relationship with KLCC Group, you may have established contacts and relationships with KLCC Group's vendors, suppliers, contractors, principals and other business partners. You will not at any time during your relationship with KLCC Group, or for a period of two years (or for whatever other period of time as may be specified in the terms of your engagement or Country Supplement to CoBE applicable to you) after the cessation of your relationship with KLCC Group, whether by resignation or otherwise, make use of business

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opportunities arising from your relationship with KLCC Group or cause or attempt to cause the diversion of such business opportunity from being exploited by KLCC Group or cause or attempt to cause the termination of contracts, agencies or other business relationships of KLCC Group without first obtaining the prior consent of KLCC Group.

- 18.5. You will not at any time, after the cessation of your tenure with KLCC Group, whether by resignation or otherwise, use KLCC Group's confidential information in breach of your post-tenure obligations to maintain the confidence of such confidential information.
- 18.6. While KLCC Group may hire persons who have knowledge and experience in various technical areas, you must not on behalf or for the benefit of KLCC Group employ people as a means of gaining access to the trade secrets and other sensitive proprietary information of others.

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19. PERSONAL DATA PROTECTION

- 19.1. You must comply with any applicable internal personal data protection and privacy policies, procedures, and guidelines.
- 19.2. You must also comply with the personal data protection laws of every country in which KLCC Group operates (where applicable).
- 19.3. You must ensure that your handling of personal data of any party from whom you collect personal data e.g., personal data of customers, employees, shareholders, business partners, vendors, suppliers, service providers, governmental authorities, are at all times are in compliance with PETRONAS Corporate Privacy Policy and the laws and regulations governing personal data protection and privacy.
- 19.4. Any breach or violation of the PETRONAS Corporate Privacy Policy or applicable personal data protection laws or regulations may be deemed as a misconduct and a violation of CoBE for which appropriate disciplinary action may be taken against you.
- 19.5. In case of doubt concerning the compliance of your data processing activities with the applicable personal data protection laws and/or the relevant internal policies, procedures, guidelines, or manuals, please contact the LCS or your KLCC Group contact person.

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20. INSIDER DEALING

- 20.1. You must protect the confidential business information of KLCC Group and its counterparties, and never use it for your own benefit or the benefit of other persons—especially not to trade in shares or other securities or to recommend or cause a third-party to do so.
- 20.2. You are required to abide by all applicable laws on insider dealing, which generally is when you trade in shares or other securities while in possession of material non-public information or when you share such information with someone else who then trades in those shares or other securities. In particular, you must not deal in the securities of KLCC Group (or in other speculative dealings with regard to those securities) while in the possession of material non-public information. We expect all directors, employees, their respective families/ households and others whose relationships with KLCC Group give them access to such information to comply with these principles, along with other laws, regulations and policies concerning the handling of confidential information. “Material non-public information” is generally non-public information that a reasonable investor would consider important when deciding to buy or sell securities. The restrictions described here also apply to “price sensitive information” or other similar types of information in jurisdictions where the applicable insider trading laws make reference to those types of information.
- 20.3. You are also required to abide by all applicable laws on securities market abuse, which involves spreading false information or engaging in activities designed to manipulate the market for publicly traded securities.

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21. INVENTIONS AND COMPUTER PROGRAMMES

- 21.1. KLCC Group encourages you to be inventive and innovative. Such inventiveness and innovation are part of the normal duties owed by you to KLCC Group.
- 21.2. Subject to the requirements of applicable law, the ownership of intellectual property created by you or to which you have contributed whilst working for KLCC Group or in the course of discharging your duties or employing KLCC Group resources, data and/or time, will be vested in KLCC Group. Nevertheless, subject to the requirements of applicable law, KLCC Group may reward you as it may deem appropriate, in its discretion.
- 21.3. Further to Section 21.2 above, you may not file for any trademarks, patents or registered designs or claim copyright in your own name for or in such intellectual property.
- 21.4. You may not, without the written consent of KLCC Group, disclose such intellectual property or any information relating thereto to any person or third party whomsoever except to KLCC Group and its duly authorised counsels/agents.
- 21.5. Without prejudice to its rights under this section, KLCC Group is prepared, in special cases, to consider requests from you for permission to publish original papers, in an appropriate form, whenever in the opinion of KLCC Group the subject matter thereof is considered to be of benefit to the community and its disclosure will not be disadvantageous to KLCC Group.
- 21.6. In this Section, the term “intellectual property” means any patent, know-how, copyright, industrial design, trademark or service mark, confidential information, whether registered or unregistered (includes any application for registration of the aforementioned rights) in relation to any materials (including inventions, computer programmes, or results of technological research) and any other intellectual property or industrial property right of any nature whatsoever subsisting under the law at any time, in any part of the world.
- 21.7. Further, the term “computer programme” includes any computer programmes, software, digital solutions, scripts, or other computer instructions or digital technology that relate to any business and processes of KLCC Group.

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21.8. In the event that you develop any invention in the course of your employment or during your engagement with KLCC Group, you must keep details of the invention confidential and not disclose information regarding invention to any third party outside of KLCC Group. You must notify your HoD or other designated personnel of the invention as soon as practicable.

21.9. Further to the Section 21.8 above, at KLCC Group's request, you will execute any forms or agreement where necessary or required under law to assign interest in such intellectual property to KLCC Group.

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22. THIRD PARTY INTELLECTUAL PROPERTY

- 22.1. You must comply with all laws, regulations and contractual obligations regarding the valid intellectual property rights of other parties, including patents, copyrights, trade secrets and other proprietary information. You must not infringe on the protected intellectual property rights of other parties. You must take reasonable steps to ascertain that information, data, materials or technology (including digital software/solutions) that you use or reproduce in the course of your work, employment or engagement does not infringe any intellectual property rights of any third parties.


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23.PUBLICATION OF MATERIALS

23.1. Except with the written permission of KLCC Group, you will not publish or write any books or other works which are based on KLCC Group's confidential information as described in Section 18.1.

23.2. If permission is granted, it will be subject to the following conditions:

- a) The proposed publication will not be published in such a way as to state or imply that it has received official support or backing or sponsorship from KLCC Group; and
- b) The proposed publication will not, under any circumstances, bear the words "KLCC Group approved publication" or words to that effect, however phrased, that could be construed to suggest that the publication has been agreed to or approved by KLCC Group.

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24. MAKING OF PUBLIC STATEMENTS

24.1. Irrespective of whether in your personal or official capacity, you will not either orally or in writing or in any form (including on social media websites) make or circulate any public statement on the policies or decisions of KLCC Group or discuss publicly any measure taken by KLCC Group or any official matter taken or carried out by you, unless you are duly appointed or authorised to make such statement on behalf of KLCC Group.

24.2. You will not, either orally or in writing or in any other form (unless you are appointed or authorised as aforesaid), make any public statement or comment on any matter relating to the work of the department or organisation in which you are or were employed, or relating to any organisation with which KLCC Group has dealings:

- a) Where such statement or comment may reasonably be regarded as indicative of the policy of KLCC Group;
- b) Where such statement or comment may embarrass or is likely to embarrass KLCC Group; and/ or
- c) Where such statement or comment may compromise the interests and reputation of KLCC Group.


24.3. In this Section, “public statement” or “discuss publicly” includes the making of any statement or comment to the press, magazines, periodicals or the public or in the course of any lecture or speech or the broadcasting thereof by sound, vision or electronic means. It also applies to every kind of correspondence including mail, electronic documents, instant messages, websites, social media tools, blogs, paper documents, facsimile, voice, and voicemail recordings.

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25.GIVING OF REFERENCE

25.1. You are strictly permitted to only provide reference, if any, in a non-KLCC Group capacity, and without any use of KLCC Group's name or stationery with KLCC Group's logo or any corporate identifier, except for matters as required in the normal course of business.

In providing such reference as aforesaid on a non-KLCC Group basis, you are duty bound to inform the party who seeks your reference that your reference is given strictly in that non-KLCC Group capacity.


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26. SOCIAL MEDIA/ INFORMATION TECHNOLOGY AND SYSTEMS

- 26.1. You must not upload, download, send or otherwise access or store pornography or other indecent or offensive material using KLCC Group premises, equipment or systems. Sending or forwarding obscene, libellous, defamatory, offensive or racist remarks is strictly prohibited. If you receive materials of this nature, you must promptly notify KLCC Group Management.
- 26.2. You must not upload, download, send or otherwise access material that is likely to cause annoyance, inconvenience, or offense to your colleagues, including inappropriate jokes.
- 26.3. The KLCC Group IT and communications systems are to be used for KLCC Group work and business purposes only.
- 26.4. You must not send personal e-mails using KLCC Group official email or displaying KLCC Group headers or footers, or otherwise suggesting that such communications are authorised by KLCC Group.
- 26.5. You must not use personal e-mail addresses and services to send or receive KLCC Group confidential information. Similarly, you must not allow automatic forwarding of electronic mail to external mail addresses.
- 26.6. You must not disable or circumvent KLCC Group IT security measures.
- 26.7. When using KLCC Group IT and communications systems, conducting KLCC Group's business or acting for KLCC Group's benefit, you must not deliberately conceal or misrepresent your identity. You should not send email messages using another person's e-mail account unless you have proper authorisation from the owner of the e-mail account.
- 26.8. You may not forge or attempt to forge e-mail messages.
- 26.9. You should not send or forward unsolicited e-mail messages.
- 26.10. You must avoid sending confidential information via electronic messaging (e.g., SMS) or other unsecure messaging channels, and, if this is unavoidable, the information must be secured (e.g., with encryption, password).

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- 26.11. The installation of third-party software in or connection with hardware to KLCC Group IT systems or equipment without the prior approval of your HoD or KLCC Group contact person, is prohibited.
- 26.12. You shall not use KLCC Group IT and communications systems to:
- Conduct fraud;
 - Run your own business;
 - View, download, copy, illegally share, process or post information in a way that infringes the relevant content provider's intellectual property rights;
 - Send chain letters, make solicitations for money or gifts, or make personal offers to sell products, for charitable fundraising campaigns, political advocacy efforts, religious efforts, or private non-KLCC Group commercial purposes;
 - Commit "cybercrimes", such as spam attacks, hacking, IT sabotage, spying, and creating or sending viruses;
 - Send malicious rumours or transmit derogatory or indecent materials; and/ or
 - Otherwise engage in activities that could damage KLCC Group's business or reputation.
- 26.13. If you discover or suspect any actual or potential incident that could compromise the security, integrity, confidentiality, operation or availability of KLCC Group hardware, systems or data, or any disclosure of confidential information, you must immediately contact the ICT Service Desk or your KLCC Group contact person. You are not allowed to attempt to prove a security weakness by engaging in unauthorised activity.
- 26.14. You must use KLCC Group IT and communications systems in a responsible and professional manner consistent with CoBE and other KLCC Group IT procedures in effect from time-to-time, which sets out more detailed and comprehensive guidelines for the preservation of information security and the use of the systems, and any relevant social media policies.
- 26.15. KLCC Group may search and monitor your e-mails and internet usage conducted through KLCC Group IT or communications systems and equipment, subject to the requirements of local laws and regulations. You should not assume that any use of KLCC Group's communications devices or systems is private.
- 26.16. You must safeguard passwords and other means of shielding KLCC Group's information systems from unauthorised access, including by following the password protection protocols established by KLCC Group from time-to-time.

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26.17. You must comply with KLCC Group policies and procedures regarding records retention, whether with regard to electronic or hard copy records, in effect from time-to-time.

26.18. Contractors and other parties authorised by KLCC Group to use KLCC Group's computer systems must comply with IT and ICT security baseline procedures in effect from time-to-time.

PART II G: CONDUCT CONTRARY TO DUTY TO SERVE DILIGENTLY

27. OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITIES

27.1. As a KLCC Group employee, you must devote your time and attention to the fulfilment of your employment obligations to KLCC Group. KLCC Group employees shall not take up dual employment, in whatever capacity (including being involved in the management, direction or conduct of another enterprise) without the express written permission from your HoD or HCD.


Dual employment is where an employee holds a full-time position and payroll with one employer and takes on an additional employment with another employer either full-time or part-time.

27.2. The granting of permission will be subject to you satisfying KLCC Group that such dual employment activity will not interfere with or compromise the proper performance of your duties or the fulfilment of your obligations to KLCC Group.

27.3. Any permission granted may be withdrawn at any time at the sole discretion of KLCC Group without the need for assigning any reason thereof. In such an event, KLCC Group will be deemed fully indemnified by you and will not be held liable for any repercussion arising from such decision to withdraw the permission so granted before.

Gainful Activity

27.4. KLCC Group employees may take up other gainful activity or be involved in any outside business activities. If you are already engaged in any other gainful activity or involved, either directly or indirectly, in the management or business activities of any other company or companies, firms, corporations or other business activities, you should come forward and disclose your activity to KLCC Group through your HoD or your HCD.

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Gainful activity shall mean any activity that is conducted outside employee's full-time working hours with KLCC Group, and in exchange, provides monetary gain for the employee.

28. PUBLIC SERVICE, RECREATIONAL, SPORTS, UNION AND COMMUNITY ACTIVITIES

28.1. Generally, KLCC Group allows to participate in unpaid voluntary public service, recreational activities, sports and other community activities outside working hours. Whilst such activities outside working hours are encouraged, such activities must not be permitted to interfere with your duties and responsibilities during normal working hours.


Outside activities include but not limited to the following:

- a) Voluntary public service: NGO activities.
- b) Recreational activities: Hiking, diving.
- c) Sports: Marathon, hockey team.
- d) Other community activities.
- e) Local Bodies: RELA, JPA3.
- f) Councils and societies: MAKNA, NASOM.


28.2. The general rule is that if a KLCC Group employee is invited to serve on local bodies, or as an appointed or elected club official, the employee is required to obtain the approval from his or her HoD in consultation with HCD immediately upon being so appointed or elected and must be able to balance the outside activities with his or her full-time KLCC Group employment. The employee must be able to discharge his or her dual responsibilities satisfactorily, both in respect of the time taken up by the outside activity and the nature of his or her full-time duties. At all relevant times, the employee must ensure that his or her duties and obligations to KLCC Group, as well as the interests of KLCC Group, are not compromised.

28.3. KLCC Group recognises the role of employees who are elected officials of a labour union which has been duly accorded recognition by KLCC Group and their participation in union activities which are in compliance with the relevant labour legislation.

28.4. Charitable donations whether monetary or in-kind of (or employing) KLCC Group resources must obtain KLCC Group's prior approval and may not be used to

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circumvent or avoid any of the provisions of CoBE (particularly the prohibitions on bribery).

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29. POLITICAL ACTIVITIES

29.1. KLCC Group does not support political parties or individual politicians and does not take part in political activities or party politics.

However, KLCC Group recognises that employees, in their capacity as citizens, may wish to involve themselves in legitimate political activities. While KLCC Group does not wish to discourage employees from doing so, in order that KLCC Group can avoid involvement or identification with any political party, employees are required to use their off-duty time, or annual leave entitlement, subject to prior approval of such leave application, for such matters and they are not to make any representations that their involvement is on behalf or with the support of KLCC Group. In any event, an employee shall not accept any appointment of as an office holder at the Branch, Division, State or National level of a political party, and the employee is to reject such appointment.

29.2. In order not to compromise the interests of KLCC Group, employees who wish to stand for State, Federal and/or material elections are required to resign from KLCC Group, subject to the requirements of applicable law.

29.3. You must not use your position with KLCC Group to try to influence any other person (whether or not employed by KLCC Group) to make political contributions or to support politicians or their parties in any country.

29.4. You may not make any contribution or incur any expenditure using KLCC Group resources to benefit any political campaign, party or politician in any country.

29.5. KLCC Group facilities, equipment and resources may not be used for any political campaigns or party functions.

29.6. Charitable donations may not be used as a substitute for prohibited political payments or to camouflage bribery.

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30. PROHIBITION OF ACTION AS EDITOR OF NEWSPAPERS OR ANY FORM OF PUBLICATION

An employee will not act as the editor, or take part directly or indirectly in the management of any printed or online publication, including newspapers, magazines or journals, except for the following:

- a) Department or staff publications.
- b) Professional publications.
- c) Publications of non-political or voluntary organisations.


Approval shall be obtained from HoD in consultation with HCD.

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31. PARTICIPATION IN MEDIA

- 31.1. An employee may participate in any form of advertisement or broadcasting whether in the newspapers, magazines, radio or television or any other media, with proper approval from KLCC Group.
- 31.2. KLCC Group encourages employees to contribute literary or academic articles to any publications (for example newspapers, magazines or journals), provided that prior written permission from your HoD is obtained.
- 31.3. Employees shall be mindful and adhere to the following at all times:
- To not disclose KLCC Group's confidential information on their personal social media accounts or on any other accounts i.e. via comments.
 - To be mindful of the copyright, trademark and intellectual property rights of KLCC Group and other organisations or individuals.
 - To protect KLCC Group's brand and reputation, and to observe principles of integrity and professionalism when publishing content on KLCC Group.
 - To not make any statement on behalf of KLCC Group unless he or she is the designated or assigned (authorised) spokesperson.

All employees are responsible for their postings on social media, whether relating to KLCC Group or otherwise. Should any of the social media activities be found and deemed to have any negative impact to KLCC Group's image and reputation, KLCC Group has the right to take the necessary disciplinary action.

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PART II H: DISCLOSURE DUTIES

32.YOUR DUTY TO REPORT BREACHES AND VIOLATIONS

- 32.1. If you become aware of a breach or potential breach of CoBE or to violate other KLCC Group policies or other legal requirements, you must forthwith report the same, in writing, to the HoD or the HCD or your KLCC Group contact person.
- 32.2. You may also disclose any alleged or suspected improper conduct using the procedures provided for in the KLCCH Whistleblowing Policy.
- 32.3. If you make a report or disclosure as stated above in good faith, belief, without malicious intent, that a breach or violation as aforesaid may have occurred or may be about to occur, you will not be penalised or subject to any form of victimisation or retaliatory action notwithstanding that, after investigation, it is shown that you were mistaken. Any form of reprisal by a person subject to CoBE against another person who in good faith and without malicious intent has made a report or disclosure as stated above is forbidden and will itself be regarded as serious misconduct rendering the person engaged in the reprisal liable for disciplinary action. This includes blatant actions, such as firing, transferring, demoting or publicly attacking someone, and more subtle retaliation, such as avoiding someone, leaving him or her out of professional or social activities, and so on.
- 32.4. The provisions of this section 32 are not intended to invalidate grievance procedures and/or disciplinary action processes and procedures at your group company and are subject to the procedures and restrictions in force for your jurisdiction.

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33.DISCLOSURE OF OVERPAYMENTS

If you find that you have received overpayments of salary, allowances, expenses, claims or other compensation, or benefits in excess of your entitlements, you must immediately inform your immediate superior and the department responsible for such payments or benefits and then forthwith refund any such overpayments to KLCC Group. Should you fail to refund, KLCC Group shall have the right to recover such overpayments from you.

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PART III: WORKPLACE CULTURE AND ENVIRONMENT

1. SIGNIFICANCE OF SAFE, SECURE AND CONDUCTIVE WORKPLACE ENVIRONMENT

KLCC Group is committed to providing, in collaboration with you, a safe, secure and conducive workplace culture and environment, where the values of mutual and reciprocal respect, trust and confidence are upheld and actively promoted.

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2. UNLAWFUL DISCRIMINATION

- 2.1. KLCC Group will not tolerate unlawful discrimination in the workplace or on the job.
- 2.2. You must comply with laws in your local jurisdiction that prohibit workplace discrimination.
- 2.3. KLCC Group does not discriminate against any individual in their employment or hiring practices. This includes discrimination based on race, ethnicity, colour, age, gender, gender identity or expression, sexual orientation, political beliefs, citizenship, national origin, religion, disability, parental status, economic/class status, or characteristic that is not related to the individual's merit or requirements of the job position he/she is applying for.

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3. SUSTAINABLE DEVELOPMENT

- 3.1. KLCC Group is committed to sustainable development in order to help meet the world's growing needs through economic, environmental and socially responsible efforts.
- 3.2. You should aim to create lasting social benefits; safeguard the health and safety of employees, contractors and neighbours; minimise disruptions to the community; lower emissions; minimise impact on ecosystems and biodiversity; and use energy, water and other resources more efficiently.

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4. DRESS CODE

All employees should be neatly, appropriately, and decently attired during office working hours. All employees should comply with more specific rules concerning attire-provided by the HCD.

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5. SEXUAL HARASSMENT


- 5.1. The promotion of physical, emotional and psychological well-being of employees is an important objective of KLCC Group. In this regard, KLCC Group is committed to providing a conducive working environment where your right to protection from all forms of sexual harassment and unsolicited or unwarranted sexual overtures and advances is assured.
- 5.2. The act of sexual harassment, unsolicited and unwarranted sexual overtures and advances will be treated as misconduct.
- 5.3. For the purpose of this Section 5, “sexual harassment” means:

Any unwanted or unwelcomed or unsolicited or unreciprocated conduct of a sexual nature having the effect of verbal, non-verbal, visual, psychological, or physical harassment to the recipient:

- a) That might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on his/her employment; and/ or
- b) That might, on reasonable grounds, be perceived by the recipient as an offence or humiliation, or a threat to his/her wellbeing.

Sexual harassment in workplace includes sexual harassment occurring outside the workplace as a result of employment responsibilities or employment relationships. Situations under which such employment related sexual harassment may take place include, but are not limited to:

- At work related social functions.
- In the course of work assignments outside the workplace.
- At work related conferences or training sessions.
- During work related travel.
- Over the phone.
- Through electronic media.

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6. NON-BUSINESS WORKPLACE RELATIONSHIPS

- 6.1. When employees have relationships, which go beyond professional relationships and social friendships, such relationships may create conflicts of interest as well as opportunities for exploitation, favouritism or bias. Such relationships can also undermine core values, such as respect and trust amongst staff, and impact upon the reputation and integrity of KLCC Group. These relationships create a real likelihood of disaffection, disharmony and significant difficulties for the parties concerned as well as for other co-employees of KLCC Group. Under the circumstances, such relationships are discouraged. Your terms of employment may impose additional requirements with respect to workplace relationships.


- 6.2. There is a basic conflict of interest when you manage someone with whom you have a family, romantic or intimate relationship. Even if you act properly, your relationship may be seen as influencing your judgment. Accordingly, as a KLCC Group employee or director, you may not supervise, directly or indirectly, any employee with whom you have such a relationship without notifying in writing to your HoD in consultation with the HCD (or, in the case of directors, the relevant company secretary).

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7. OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT

- 7.1. KLCC Group is committed to providing a safe and healthy workplace for all employees working at its facilities and minimising the impact of its operations on the environment.
- 7.2. Everyone on KLCC Group's premises must conscientiously and diligently comply with all HSE requirements, measures, work rules and standard operating procedures set out in manuals, handbooks and documents issued by KLCC Group as amended and updated from time-to-time and all applicable laws and regulations.

Everyone on KLCC Group's premises must strive to reduce, reuse, recycle and recover waste by adopting industry good practice.

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8. SUBSTANCE MISUSE (DRUG AND ALCOHOL ABUSE)

8.1. Substance misuse (as defined in Section 8.3) can impair performance at work and can be a threat to health, safety and the environment. Hence, it is KLCC Group's policy that the unauthorised consumption, possession, distribution, purchase or sale of any substance of misuse within its premises or while conducting its businesses or being under the influence of any such substance while working is prohibited. In this respect, all persons covered by CoBE must diligently observe and comply with the policies and procedures on substance misuse issued by KLCC Group as amended and updated from time-to-time, copies of which are available from Group Health, Safety & Environment. The consumption of legally prescribed psychoactive drugs is permitted for the treatment of identified illnesses, subject to prior approval by KLCC Group management with authority over the relevant premises or activity.

8.2. To ensure adherence to this policy, KLCC Group may conduct unannounced testing and searches for substances of misuse in accordance with its policies and subject to the requirements of applicable laws.

Any persons covered by CoBE who are found to have unauthorised possession of any substance of misuse or who test positive for any substance of misuse are considered to have committed an act of misconduct which may render them liable for disciplinary action, including termination. Subject to local laws in the jurisdiction of operation, employees are required to consent to testing and searches conducted by any persons or laboratory authorised by KLCC Group by signing relevant documents issued by KLCC Group. Further, employees who undergo such testing must give consent to the release of the results to KLCC Group.


8.3. Under CoBE, "substance misuse" includes any illegal drugs, alcoholic beverages containing ethanol, legal psychoactive drugs obtained or used without legal prescription, and legally prescribed psychoactive drugs consumed beyond their therapeutic or prescribed uses.

8.4. All third parties performing work for or on behalf of KLCC Group and any other persons on KLCC Group's premises are required to demonstrate that substance misuse control programmes are part of their HSE management to ensure that substance misuse among their employees is adequately controlled and meets KLCC Group standards.

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9. BORROWING MONEY

- 9.1. You will not, under any circumstances, borrow, request, lend money from or to your subordinate, KLCC Group contractors, subcontractors, vendors, consultants or suppliers or any other entity that have dealings with KLCC Group.
- 9.2. Subject to the foregoing and to any restrictions set out in a Country Supplement that are applicable to you, you may borrow money from any person or stand as surety or guarantor for any borrower provided that you do not in any manner place yourself under any serious obligation to any person:
 - a) Who is directly or indirectly, subject to your official authority.
 - b) With whom you have or are likely to have official dealings.

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10. WORKPLACE BULLYING AND HARRASSMENT

- 10.1. KLCC Group will not tolerate workplace bullying and harassment in the workplace or on the job.
- 10.2. Workplace bullying is defined as persistent, offensive, abusive, intimidating, or insulting behaviour, which, makes the recipient feel upset, threatened, humiliated or vulnerable.
- 10.3. Workplace bullying can be in the form of verbal, physical, social or psychological abuse by another person or group of people at work.
- 10.4. Harassment is any systematic and/or continued unwanted physical, verbal or non-verbal conduct-based targeting, including but not limited to a recipient's marital status, gender, religion or belief, age, race or disability which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.
- 10.5. Example of Workplace Bullying and Harassment
 - a) Verbal bullying: Slandering, ridiculing or maligning a person or his or her family; persistent name calling or using that person as a joke that is hurtful, demeaning, insulting or humiliating, abusive and offensive remarks.
 - b) Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
 - c) Gesture bullying: Non-verbal threatening gestures, glances or expressions that can convey threatening messages or hostility.
 - d) Exclusion: Socially or physically excluding, isolating or disregarding a person in work-related activities.
 - e) Cyber bullying.
 - f) Ill-treating others: Using one's position to ill-treat or abuse others.
 - g) Defaming, humiliating or discrediting others.

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11. HUMAN RIGHTS

- 11.1. KLCC Group is committed to respecting human rights in all areas of its operations and our human rights commitment is applicable to all employees and third parties performing work for or on behalf of KLCC Group and any other persons on KLCC Group's premises.
- 11.2. You shall not use child labour and shall employ persons who meet the applicable minimum legal age requirement to work.
- 11.3. You shall not engage in or support human trafficking or modern slavery, including forced, bonded, or involuntary labour.
- 11.4. You must participate in all trainings / briefings required by KLCC Group.

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PART IV: DISCIPLINE, DISCIPLINARY PROCESS AND SANCTIONS

1. IMPORTANCE OF GOOD CONDUCT AND DISCIPLINE

- 1.1. The maintenance of discipline, good conduct and decorum amongst the employees of KLCC Group is critical to the smooth running of its business or enterprise and is for the common good of KLCC Group and its employees.
- 1.2. The term “misconduct” means improper behaviour or an act or conduct in relation to duties or work which is inconsistent with the due performance of obligations to KLCC Group and includes a breach of discipline or violation of CoBE or the rules and regulations as set out in any handbooks, policies or procedure statements or in any documentation of KLCC Group.
- 1.3. The following constitute acts of misconduct for which a person covered by CoBE may be liable for disciplinary action, subject to the requirements of applicable law:
 - i. Insubordination.
 - ii. Tardiness.
 - iii. Absenteeism.
 - iv. Violent behaviour or threats of violent behaviour (includes assaults and fighting, whether with employees, clients, contractors, or visitors to KLCC Group premises).
 - v. Theft, fraud, misappropriation.
 - vi. Being dishonest or conducting oneself in such a manner as to lay oneself open to suspicion of dishonesty.
 - vii. Encouraging or assisting anyone to steal KLCC Group’s property.
 - viii. Negligence, neglect or dereliction of duty.
 - ix. Sleeping while on duty.
 - x. Deliberate damage to KLCC Group’s property.
 - xi. Leaving the workplace during working hours without appropriate permission.
 - xii. Sexual impropriety at the workplace.
 - xiii. Substance misuse on the job or that affects your performance.
 - xiv. Signing in or signing out attendance for other employees.
 - xv. Sexual harassment.
 - xvi. Workplace bully and harassment.
 - xvii. Obstructing other employees from performing their duties.
 - xviii. Gambling within the premise of KLCC Group.

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- xix. Non-observance of safety precautions or rules or interfering or tampering with any safety devices installed in or about the premises of KLCC Group.
- xx. Engaging in any illegal or unethical practices such as taking or giving bribes or receiving any illegal gratification whether in monetary terms or otherwise.
- xxi. Engaging in other employment/ business whilst in the service of KLCC Group, without the permission of KLCC Group.
- xxii. Any act which could adversely affect the image or reputation of KLCC Group.
- xxiii. Misuse of KLCC Group's computer and telecommunications systems (e.g., excessive accessing of non-work-related internet sites (such as social networking websites), accessing of pornographic sites and deliberate tampering with or unauthorised use of computer hardware or software).
- xxiv. Violating laws concerning personal data protection.
- xxv. Taking retaliatory actions against persons in situations where they are protected by the KLCCH Whistleblowing Policy.
- xxvi. Conducting themselves in a manner that can be reasonably construed as lacking in efficiency.
- xxvii. Breaching any policies or prohibitions set out within CoBE.
- xxviii. Taking measures in circumvention of the policies and prohibitions set out in CoBE.
- xxix. Failing to observe all laws and regulations applicable to KLCC Group's business and operations.
- xxx. Failing to comply with applicable KLCC Group established policies, rules and procedures, including but not limited to the limits of authority (LOAs) and KLCC Group Technical Standards.
- xxxi. Conviction of criminal court.
- xxxii. Condonation or failure to take action against any disciplinary issues or a misconduct.
- xxxiii. Falsify/ tamper/ alter any document in the course of employment or submission thereof.
- xxxiv. False declaration pre or during employment.
- xxxv. Wilful withholding of information i.e. intentionally fails to disclose important information during an investigation by the Company.

1.4. The above list of types of misconduct is not to be taken as exhaustive and, for the avoidance of doubt, the said list does not detract from the meaning of misconduct as set out in Section 1.2 of Part IV above.

1.5. Subject to the requirements of applicable law, disciplinary action may be taken against any person covered by CoBE for misconduct or for non-compliance with such laws, regulations, rules and procedures.

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2. DISCIPLINARY PROCESS AND SANCTIONS

Provisions concerning disciplinary procedures and actions relevant for your jurisdiction are set out in a Country Supplement. If no such provisions are set out in such a supplement for your jurisdiction, the standard disciplinary rules and practices for dealing with violations of company policy in your jurisdiction will apply, in every instance subject to the requirements of applicable law. Further information in this regard may be obtained from the HCD.

The KLCC Group Code of Conduct and Business Ethics is a general reference for use in which KLCC Group conducts operations. It does not describe all applicable laws or KLCC Group policies or give full details on any particular law or policy. It does not constitute legal advice. It does not constitute or create a contract of employment. KLCC Group reserves the right to modify, revise, cancel or waive any policy, procedure, or condition without notice and without revision of the Code. Moreover, the provisions of the Code may be modified by KLCC Group to adapt them to local laws and conditions.

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