



VENDOR CODE OF CONDUCT (VCC)

Overview and Scope

Bursa Malaysia is committed to ensuring responsible management of its supply chain. The Vendor Code of Conduct (VCC) outlines the practices and professional conduct expected of all vendors of Bursa Malaysia and its group of companies (Bursa Malaysia) towards upholding Bursa Malaysia's values of integrity, transparency, and accountability.

1. Compliance with the VCC

- 1.1 For the purposes of this VCC, a vendor is defined as an external party that has entered into or proposed to enter into a business or contractual relationship with Bursa Malaysia, to provide business goods, services, functions or activities or to act on behalf of Bursa Malaysia. All vendors must comply with the VCC while conducting business with or on behalf of Bursa Malaysia and must ensure that their employees, agents, representatives and sub-contractors comply with the VCC.
- 1.2 Bursa Malaysia also reserves the right to take appropriate steps regarding its relationship with the vendor if there is a reason for concern and to take any action it deems fit against any vendor for non-compliance with the VCC, which may include -
 - (a) Non-renewal of contract;
 - (b) Reporting to the relevant authorities; or
 - (c) Disqualifying from participation in any procurement exercise.
- 1.3 The vendor must cooperate with Bursa Malaysia in any investigation Bursa Malaysia may conduct in relation to any allegation of inappropriate or unethical behavior involving Bursa Malaysia's employees or the vendor's representatives pursuant to any business interaction or procurement exercise.

2. Compliance with Laws and Ethical Conduct

- 2.1 All vendors must fully comply with all applicable laws, rules and regulations that are currently in force.
- 2.2 Bursa Malaysia is committed to conducting its business in a legal, ethical and responsible manner and requires our vendors to adhere to the same high level of standards.
- 2.3 Vendors must be accountable and honour their commitments in accordance with the terms and conditions of their contracts with Bursa Malaysia.
- 2.4 Vendors must operate with integrity and conduct business in an ethical and fair manner.
- 2.5 Vendors shall behave in a respectful and professional manner.
- 2.6 Vendor shall not conspire, collude or form a cartel with other vendors for the purpose of reducing or eliminating competition during submission of tenders or quotation.

3. Fraud, Bribery and Corruption

- 3.1 Bursa Malaysia takes a zero-tolerance approach towards fraud, bribery and corruption and any form of dishonesty in its business dealings. All vendors acting for or on behalf of the organization are expected to share Bursa Malaysia's values and must at all times refrain from engaging in or being involved in any form of bribery or corruption.
- 3.2 Bursa Malaysia adopts a 'No Gift' Policy subject to certain limited exceptions. However, vendors are strictly prohibited from directly or indirectly offering gifts, entertainment, travel or other form of gratification to Bursa Malaysia employees which may give rise to the perception or appearance of a potential conflict of interest during a procurement process (e.g. tender or competitive bidding).
- 3.3 Vendors are strictly prohibited from directly or indirectly soliciting or offering facilitation payments or any other form of gratification or inducement to illegally secure or expedite the performance of any function or duty, routine or otherwise.
- 3.4 Vendors are strictly prohibited from any involvement, directly or indirectly, in money laundering or terrorism financing activities.

4. Conflict of Interest

- 4.1 Vendors should exercise proper care and judgement and avoid conflicts of interest in the discharge of their obligations. Should there be any situation of an actual or potential conflict of interest and/or improper advantage, the vendor must report such situation to Bursa Malaysia.
- 4.2 A vendor shall not directly or indirectly induce any Bursa Malaysia employee to leave his or her employment and become an employee of the vendor if it gives rise to an undue advantage being gained by the vendor.

5. Misrepresentation of Information

- 5.1 Vendors are prohibited from making any misrepresentation including misrepresentation on its capabilities in the services rendered or goods delivered to Bursa Malaysia, for the purpose of securing procurement with Bursa Malaysia.

6. Protection of Assets and Maintenance of Records

- 6.1 Vendors will handle and process data, including personal data, only for the purposes for which it was collected or otherwise made available. Vendors shall demonstrate appropriate industry standard and best practices data security controls to ensure that all data and information is protected and secure from loss and unauthorised use.
- 6.2 In addition to the above minimum requirement, vendors shall follow any data security requirements specified in contracts with Bursa Malaysia.
- 6.3 In the course of the carrying out contractual duties, vendors may come into possession of confidential or sensitive information and in particular, confidential and sensitive information relating to Bursa Malaysia and/or its business associates (confidential information). Vendors must keep confidential all information made available by Bursa Malaysia for purposes of the transaction.
- 6.4 Vendors must respect all intellectual rights. Vendors must only use software and technology which have been legitimately acquired and licensed.
- 6.5 Vendors are prohibited from making or circulating public statements that refer specifically to Bursa Malaysia or its business or affairs or disclose its relationship with

Bursa Malaysia, including using Bursa Malaysia's name for publicity or marketing purposes, without Bursa Malaysia's written consent.

- 6.6 Vendors shall not cause any damage to property whether belonging to Bursa Malaysia or to employees or any other vendors located within the premises of Bursa Malaysia. Abuse or misuse of properties that may be assigned to vendors is a serious violation of the Code.

7. Health, Safety and Labour Standards

- 7.1 Vendors shall ensure fair labour conditions and all immigration regulations in Malaysia are adhered to with respect to the employment and work permits of their employees.
- 7.2 Vendors shall comply with all occupational safety and health laws and regulations. Vendors shall be responsible for the health and safety of all persons affected by its activities while on Bursa Malaysia premises and take reasonable steps to prevent accidents and injury to health.
- 7.3 Vendors should aim to provide an environment free of discrimination and harassment, where all individuals are treated with respect and dignity, can contribute fully, and have equal opportunities.

8. Protection of the Environment

- 8.1 Vendors will comply with all applicable environmental laws and regulations.
- 8.2 Bursa Malaysia encourages vendors to operate in an environmentally responsible manner. The responsible environmental practices could include:
- (a) Minimization of waste
 - (b) Recycling
 - (c) Use of non-toxic chemicals
 - (d) Ethical sourcing
 - (e) Adoption of environmentally friendly technologies
 - (f) Responsible use of water and energy
 - (g) Pollution prevention

9. Security and Access

- 9.1 Vendors must provide sufficient information to Bursa Malaysia for the purpose of security vetting of its representative and comply with all reasonable requests for further documents or information.
- 9.2 Vendors must comply with Bursa Malaysia's security policies and procedures while on, or operating in, its premises.

Enquiries on the VCC

The VCC is under the purview of the Procurement Department. Any enquiries relating to this VCC can be forwarded to the Procurement Department at adminvendor@bursamalaysia.com. A copy of this document is available on Bursa Malaysia's website:

(https://www.bursamalaysia.com/about_bursa/sustainability/others/policies_codes_manuals)

Reporting of Improper Activities/Whistle Blowing

A vendor who becomes aware of any actual or likely irregular business dealings or violations by the said vendor or other vendors of the VCC must report such matters immediately through the following platforms:

Email: whistleblower@bursamalaysia.com

More information on Bursa Malaysia's whistleblower policy and procedures is available on our website (https://www.bursamalaysia.com/about_bursa/about_us/corporate_governance/whistleblower_policy_and_procedure)

Bursa further reserves the right to report any actions or activity suspected of being of a criminal nature to the police or other relevant authority.