



**Code of Business
Conduct for Contractors
& Suppliers**

This Code of Conduct applies to individuals who or organisations which provide direct and indirect materials and services, independent contractors, consultants, distributors, suppliers and other intermediaries to N2N, herein referred to as “Contractors”.

Although N2N CONNECT BERHAD and its subsidiaries (collectively, ‘N2N’) cannot control the behaviour of independent third parties, N2N does not tolerate illegal, unethical or otherwise inappropriate actions of Contractors working with N2N, including those actions of their servants, employees, agents and representatives. It is N2N’s policy that all Contractors must abide by and conduct themselves in accordance with this Code of Conduct in all their dealings.

1. COMPLIANCE WITH LAWS, REGULATIONS AND RULES

Obeying the law, both in letter and in spirit, is the foundation on which N2N’s ethical standards are built. All Contractors must respect and obey all applicable national, state and local laws, regulations and rules in which they operate or do business in.

2. RELATIONSHIPS WITH CUSTOMERS AND IMPROPER GIFTS & PAYMENTS

- (a) Contractors may not provide, without charge, or at rates which are less than fair market value rates, gifts, gratuities, entertainment, meals or lodging (other than that which is modest in value and incidental to business with Contractors), travel (other than that which is reasonable and incidental to business with Contractors), or like-kind services, kickbacks or other valuable items or services to any individual or organization that is in a position to use, order, recommend or arrange for the use, ordering or recommendation of, Contractor’s products or services in consideration of the actual, past or anticipated volume or value of business generated for Contractor (either directly or indirectly).
- (b) In many cultures, providing gifts, hospitality and entertainment are an integral part of doing business. When representing or working with N2N, Contractors’ giving gifts or provision of hospitality or entertainment shall relate to Contractor’s legitimate business and must be in accordance with applicable laws, regulations and acceptable industry practice.

Exchanging or providing modest gifts, entertainment, hospitality or other business courtesies might be permissible if:

- (i) allowed under applicable local laws, regulations or local medical industry code of practice; and
- (ii) the following three elements are met:
 - (1) the reason is appropriate and proper;

- (2) the gift or entertainment is not given to influence a purchasing or selling decision relating to the supply or provision of Contractor's products and services;
and
 - (3) the gift must be of modest or nominal value.
- (c) The following circumstances surrounding the giving of gifts, entertainment or preferred treatment shall be regarded as inappropriate and are expressly prohibited:
- (i) Giving a gift, entertainment, or preferred treatment with the intention to influence the decision-making objectivity of a recipient or somebody related to the recipient.
 - (ii) Offering a gift, entertainment or preferred treatment intended to influence a purchasing or contracting decision (irrespective of a public or non-public entity or person).
 - (iii) Giving any gift of cash, money or cash equivalent, including gift vouchers, stocks, bonds and other forms of securities and instruments that can be converted into cash.

3. MARKETING PRACTICES

Contractor's products must be sold solely on the basis of price, quality and service. Contractors' advertising should always be truthful, and specific claims must be substantiated. Contractor's products must not be labelled or marketed in ways that may confuse them with those of its competitors.

Where countries prescribe laws or regulations requiring Contractor's products to be registered with the relevant product registration authority, Contractors must ensure that proper registration of N2N products or services are performed.

4. PROHIBITION OF BRIBES, KICKBACKS, UNLAWFUL PAYMENTS

Contractors shall not participate in any corrupt practices. Contractors will not make any payment (secret or otherwise) or give any gifts, bribes, gratuities, kickbacks or inducements to anyone, including customers, their agents or employees, or members of their families, to pursue product sales or to induce the purchase of N2N's products and/or services instead of its competitors' products. Third parties like sub dealers, commission agents or representatives shall not be used to do anything that is prohibited by this Code of Conduct. Contractors and agents or other individuals representing or working with Contractors shall follow the laws of the country in which they operate in, applicable Malaysian Laws, and this Code of Conduct.

5. FAIR COMPETITION AND ANTITRUST

Contractors and agents and individuals/entities representing or working with Contractors shall comply with all applicable laws and regulation regarding fair competition and antitrust applicable in their respective countries.

6. WORKPLACE HARASSMENT

N2N will not tolerate any behaviour that might harass, disrupt or interfere with another person's ability to work. Contractors shall not exhibit unacceptable verbal, non-verbal, or physical behaviour when selling or supplying products for or providing services to or for N2N.

7. ACCURACY OF BUSINESS RECORDS

Contractors shall record and report their business records accurately and objectively. Any concealment, failure to record, or false accounting entries are strictly prohibited.

8. ILLEGAL DRUGS OR ALCOHOL OR MISCONDUCT

Contractors shall perform services for N2N free from the influence of illegal substances and drugs or alcohol. N2N reserves the right to remove any employee or sub-contractor of Contractors who engage in misconduct, criminal acts or abusive behaviour in N2N's or its customer's premises.

9. ENVIRONMENT, HEALTH AND SAFETY

Contractors, when providing services to or for N2N, shall comply with all applicable laws and regulations regarding environment, health and safety. When providing services for N2N, Contractors shall ensure their own safety and the safety of others, and shall promptly report any emergency. Contractors shall also that their employees respect and observe all rules and directives applicable in the premises where they are providing services to or on behalf of N2N.

10. TERMINATION OF AGREEMENT

Contractor is aware that non-compliance with this Code of Conduct shall grant N2N with the unconditional and irrevocable right to terminate any Agreement signed or entered with N2N, after a 30-day notice period.



N2N CONNECT BERHAD

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