



**THIRD PARTY
CODE OF
CONDUCT**

THE NATION'S TECHNOLOGY FINANCIER

1.0 OBJECTIVE OF THIRD PARTY CODE OF CONDUCT

- 1.1 Malaysia Debt Ventures Berhad (“MDV”) practices a high ethical standards, integrity culture and adopts zero tolerance against all forms of improper conduct, fraud, corruptions, briberies, and money laundering.
- 1.2 The Third Party Code of Conduct (“COC”) establishes a set of standards on business & ethical practices and professional conduct expected on all Third Party. Third Party includes all customers, contractors, vendors, suppliers, solicitors, agents, consultants, joint venture partners and to any person(s) appointed by them in any capacity to deliver the goods or perform any part of the services to MDV.

2.0 COMMITMENT TO PROFESSIONALISM, HIGH ETHICAL STANDARDS AND INTEGRITY

- 2.1 The Third Party must upheld professionalism in conducting its business and avoid any non-transparent relationship with MDV. Corruption and unethical business practices are not tolerated.
- 2.1 To maintain the highest ethical standards and be responsible to make ethical decisions and comply with all rules, regulations and laws under this COC.
- 2.3 Conduct in a manner that do not cause any disrepute, embarrassment or discredit to MDV.

3.0 COMPLIANCE TO THIS COC

- 3.1 It is the responsibility of the Third Party to ensure that its representative(s) complies with this COC.
- 3.2 MDV reserves the right to take action on the Third Party if MDV believes that there is a breach of the COC.

4.0 CONFLICTS OF INTEREST

- 4.1 MDV prohibits the Third Party from gaining improper advantage or preferential treatment in their relationship with MDV. The Third Party is considered to be in conflict of interest when a situation arises placing itself in a position being able to exploit in a professional or official capacity for self and family member’s benefit.
- 4.2 The Third Party must exercise reasonable care to avoid situations that could result in actual or potential conflict of interest. In order to ensure this, Third Party is required to sign the declaration on Non-Conflict of Interest with MDV (refer to **Appendix A**).

5.0 CONFIDENTIALITY & SECRECY

- 5.1 All information relating to MDV shall be treated as confidential unless stated otherwise. Hence, Third Party must exercise vigilant in handling information/ data obtained in the course of their duties with MDV and refrain from using MDV’s name, directly or indirectly, for whatsoever purposes unless being authorised by MDV.

- 5.2 Third party may have access to material non-public information (MNPI) about MDV and other companies conducting business with MDV. In this regard, the Third Party must consider all information as MNPI unless it has been publicly announced.

6.0 BANKRUPTCY

- 6.1 The Third Party who had been wound-up or being declared bankrupt by a court of competent jurisdiction or receives winding-up petition/ bankruptcy notice shall immediately notify MDV.

7.0 CIRCUMVENTION OF FRAUDULENT PRACTICES

- 7.1 All Third Party must avoid from committing fraudulent practices which include any acts of omission or false representation with the intention to mislead MDV, obtain financial gain (or other benefit) or to avoid an obligation.

8.0 MONEY LAUNDERING & TERRORISM FINANCING

- 8.1 Money laundering is the process of converting cash or property derived from illegal or criminal activities and to portray the appearance of having been obtained from legitimate sources.
- 8.2 Terrorism financing is the process of financing terrorist activities either through legitimate or illegitimate sources. Some of the examples of terrorism financing techniques include movement of funds via financial system, raising fund from legitimate sources, raising fund from ransom/ kidnapping etc.
- 8.3 If the Third Party have reasonable grounds to suspect that funds with which they are somehow involved are linked to money laundering activities, or the transactions look suspicious, or the funds are linked to/ used for terrorism activities etc.; the Third Party must channel promptly their suspicions to MDV.

9.0 NO-GIFT POLICY

- 9.1 Gifts
- 9.1.1 All Third Party must not offer any gifts to MDV staff regardless whether the Third Party has direct or indirect business interest with MDV.
- 9.1.2 Any gift of cash or cash value (e.g. vouchers, coupons, shares, commissions, etc.) to MDV staff is strictly prohibited at all times.
- 9.2 Corporate Hospitality & Entertainment
- 9.2.1 MDV strictly prohibits the Third Party to offer or provide corporate hospitality and entertainment to MDV staff.

9.3 Facilitation Payment

- 9.3.1 Facilitation payment is payments made to expedite the performance of a person performing a routine or administrative duty/ function. All Third Party must not offer, promise, give or anything which may reasonably be regarded as a facilitation payment to MDV staff.

10.0 PUBLIC OFFICIALS

- 10.1 Public Officials (sometimes referred to as Politically Exposed Persons or PEPs) means individuals who are or have been entrusted domestically or internationally with prominent public functions. Public Officials include immediate family members, close associates and companies related to such individuals in their capacity as directors, members of management or beneficial owners.
- 10.2 The Third Party must declare to MDV in the event their profiles match with the public officials' definition as stated in Para 10.1 above or they know/ come to know that they are the public officials.

11.0 BREACH OF COC

- 11.1 All Third Party is governed by the COC as part of the terms and conditions of their appointment between them and MDV.
- 11.2 Appropriate actions will be taken against any Third Party who contravenes the COC. The severity of punishment will commensurate with the misconducts such as reporting by MDV to the police or Malaysian Anti-Corruption Commission, litigation action, termination of contracts, disqualify the Third Party from tendering for future jobs etc.
- 11.3 MDV expects all Third Party to render full cooperation in the event of an investigation, inquiry, audit or litigation relating to or involving MDV.

12.0 WHISTLEBLOWING

- 12.1 All Third Party must inform MDV as soon as they have a reasonable suspicion of an improper conducts/ breach of COC involving MDV staff or any parties related to MDV.
- 12.2 All concerns raised will be treated fairly and properly. MDV will ensure that no whistleblower will be at risk of suffering any form of retribution as a result of raising a concern as long as the same is reported in good faith. The whistleblower will also be protected even if the concern raised proves to be incorrect or unsubstantiated.
- 12.3 All concerns/ reports by the Third Party in regards to the improper conducts or breach of COC must be emailed to whistle@mdv.com.my.

13.0 THIRD PARTY DECLARATION

- 13.1 Third Party with job/ contract value of **more than RM5,000** must sign the declaration form (refer to **Appendix B**).
- 13.2 All customers must sign the declaration form on annual basis (refer to **Appendix C**).

Contact us for more information:

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