SUPPLIERS' CODE OF CONDUCT

Administrative Details of this Policy	
Name of this Policy	Suppliers' Code of Conduct
Version No.	Issue 1
Applicability of this Policy	KIP REIT
Policy Owner	Compliance Department
Policy Custodian	Compliance Department
Approval Date of this Policy	23 April 2026

KIP REAL ESTATE INVESTMENT TRUST
Unit B-6, Blok B, Menara KIP,
No.1, Jalan Seri Utara 1, Sri Utara off Jalan Ipoh,
68100 Kuala Lumpur.

CONTROL DOCUMENT

Amendment Log

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Definitions

The following terms shall have the following meanings, unless the context shall indicate otherwise:

"Closely Related Persons" means individuals or entities who have a significant personal, financial, or business relationships with the relevant Supplier, including:

(a) family connections, being the Supplier's spouse, parent, child (including adopted and stepchildren), siblings, and the spouses of such children or siblings;

(b) trust and fiduciary relationships, being any trustees of a trust or pension scheme where the Supplier or any of their family members is the sole or principal beneficiary, excluding trustees acting in their official capacity under any employee share scheme;

(c) business associations, being any person who is a partner of the Supplier under any existing or proposed partnership governed by the Partnership Act 1961 or Limited Liability Partnerships Act 2012, or any person engaged with the Supplier in a joint venture arrangement, whether incorporated or otherwise;

(d) corporate connections, being any body corporate or its directors that customarily act in accordance with the Supplier's directions, instructions or wishes, whether through formal or informal arrangements; any entity whose directions the Supplier is obligated to follow, any body corporate in which the Supplier and their related persons collectively hold or control at least twenty per centum (20%) of the voting shares; and any related corporation of the Supplier; and

(e) contractual relationships, being any individual or entity that has entered into a special contractual arrangement with the Supplier that confers personal benefits beyond those arising from a standard commercial, employment, or service contract, where such arrangement may give rise to a conflict of interest in the context of the Supplier's engagement with KIP REIT;

"Compliance Department" means the compliance department of the REIT Manager, responsible for ensuring adherence to applicable laws, regulations, and internal policies, monitoring and assessing compliance risks, developing and implementing compliance programs and training, conducting investigations, reporting compliance issues to management, and fostering a culture of compliance within KIP REIT;

"Compliance Officer"	means the individual duly registered with the Securities Commission Malaysia as REIT Manager's designated compliance officer in accordance with applicable securities laws and regulations, or in the absence of such registration or during any vacancy in such position, any person appointed by the Board of Directors or Senior Management to temporarily assume the responsibilities of the compliance function, including but not limited to the head of department, senior manager, manager or assistant manager of the Compliance Department, who shall be responsible for overseeing and managing KIP REIT's compliance program, ensuring adherence to regulatory requirements, internal policies and procedures, and maintaining effective compliance controls and reporting mechanisms;
"Conflict of Interest"	means any situation, arrangement, relationship or circumstance, whether actual, potential, or perceived, where a Supplier's personal interests, business relationships, external activities, financial involvement, or obligations (including those of their Closely Related Persons) could improperly influence, appear to influence, or compromise their ability to perform their obligations to KIP REIT with integrity, objectivity, and independence, including but not limited to:

(a) holding a financial interest in, or receiving benefits from, any party that competes with, or has a conflicting interest to, KIP REIT;

(b) engaging in business activities or entering into arrangements with third parties that directly or indirectly conflict with the Supplier's obligations or commitments to KIP REIT

(c) using information, resources, or opportunities obtained through their engagement with KIP REIT for the benefit of themselves, their Closely Related Persons, or any third party

(d) having undisclosed relationships or financial interests involving KIP REIT's Employees, officers, directors, or other Suppliers that could influence the conduct of any transaction or engagement with KIP REIT;

(e) receiving gifts, hospitality, commissions, or other benefits from third parties in connection with their engagement with KIP REIT that could compromise their objectivity or independence;

(f) simultaneously representing or acting on behalf of parties whose interests are adverse to or incompatible with those of KIP REIT; or

(g) any other circumstance that could reasonably be expected to compromise the Supplier's ability to perform their obligations to KIP REIT impartially, independently, and in good faith;

"Employees" means all individuals employed by or engaged with the REIT Manager and/or KPS, whether on a permanent, temporary, part-time, contractual, or secondment basis, at any level or grade of employment, including but not limited to executive and non-executive positions, comprising:

(a) the Senior Management;

(b) operational personnel, including but not limited to the chief operating officer, shopping mall managers, leasing managers, and advertising and promotion managers;

(c) support function personnel, including but not limited to those in finance, human resources, information technology, legal, compliance, and administration departments;

(d) supervisory and managerial staff;

(e) trainees, interns, and apprentices;

(f) seconded staff; and

(g) any other persons who are under the supervision, direction or control of the REIT Manager and/or KPS, excluding independent contractors and consultants who are considered Business Associates;

"Human Resources Department" means the human resources department of the REIT Manager, responsible for managing employee relations, overseeing recruitment processes, implementing training and development programs, conducting performance management, administering compensation and benefits, ensuring compliance with labour laws and regulations, and managing human resources policies and practices within KIP REIT;

"KIP REIT" means KIP Real Estate Investment Trust, a real estate investment trust established under the laws of Malaysia and constituted by the Trust Deed, and, where the context requires, represented by the REIT Trustee and managed by the REIT Manager;

"KPS" means **KIP Property Services Sdn Bhd (Registration No.: 200101013252 [549009-K])**, a private limited company incorporated in Malaysia and having its business address at Unit B-6, Blok B, Tingkat 6, Menara KIP, No. 1, Jalan Seri Utara 1, Sri Utara Off Jalan Ipoh, 68100 Kuala Lumpur, which has been appointed by the Property Manager to provide shopping mall management services, including but not limited to operational management, leasing, marketing, maintenance, tenant relations, and other related services for the shopping mall assets within KIP REIT's property portfolio;

"Operation Department" means the operations department of KPS, responsible for overseeing the day-to-day management and operational performance of KIP REIT's shopping mall properties, including facilities and maintenance management, tenancy coordination, health and safety compliance, security management, car park operations, housekeeping and cleanliness standards, customer experience, and the management of Suppliers engaged in connection with the upkeep and functioning of KIP REIT's properties;

"Policy" means this policy established and implemented by KIP REIT, which sets out the principles, requirements, procedures, and guidelines governing the conduct, compliance obligations, and business practices of Suppliers in accordance with applicable laws and regulations, and which forms an integral part of KIP REIT's compliance framework for ethical business practices and corporate governance standards, as may be amended, supplemented, or updated from time to time;

"Property Manager" means the outsourced property management company jointly engaged and appointed by the REIT Trustee and the REIT Manager pursuant to the property management agreement and power of attorney, to provide comprehensive property management services for the properties and assets within KIP REIT's property portfolio, including but not limited to strategic property planning and asset enhancement, property operations and facility management, tenant management and leasing services, financial management and reporting in relation to the properties, maintenance, repairs and works coordination, supervision of Suppliers, property marketing and promotional activities, and such other property management

	functions as may be required under the property management agreement or as directed by the REIT Trustee and the REIT Manager from time to time;
"REIT Manager"	means **KIP REIT Management Sdn. Bhd. (Company No.: 201501044317 [1169638-M])**, a private limited company incorporated in Malaysia and having its business address at Unit B-6, Blok B, Tingkat 6, Menara KIP, No. 1, Jalan Seri Utara 1, Sri Utara Off Jalan Ipoh, 68100 Kuala Lumpur, and acting solely in its capacity as the manager for and on behalf of KIP REIT;
"REIT Trustee"	means **Pacific Trustees Berhad (Registration No. 199401031319 [317001-A])**, a trust corporation registered under the Trust Companies Act 1949 and incorporated in Malaysia with its registered address at Unit A-11-8, 11th Floor, Megan Avenue 1, No. 189, Jalan Tun Razak, 50400 Kuala Lumpur, and acting solely in its capacity as the trustee for and on behalf of KIP REIT;
"Senior Management"	means the following key personnel of the REIT Manager who are responsible for KIP REIT's strategic direction, operational management, and day-to-day decision-making: (a) the Managing Director; (b) the Executive Director(s); (c) the Chief Executive Officer; (d) the Chief Financial Officer, or in the absence thereof, the head of the finance department, or the most senior officer (whether designated as senior manager or manager) leading the finance function; (e) the Chief Legal Officer, or in the absence thereof, the head of the legal department, or the most senior officer (whether designated as senior manager or manager) leading the legal function; (f) the Compliance Officer; (g) the Chief Investment Officer, or in the absence thereof, the head of the business development department, or the most senior officer (whether designated as senior manager or manager) leading the business development function; (h) the Chief People Officer, or in the absence thereof, the head of the human resources and administration department, or the most senior officer (whether designated as senior manager or

manager) leading the human resources and administration function;

(i) the Chief Sustainability Officer, or in the absence thereof, the head of the sustainability department, or the most senior officer (whether designated as senior manager or manager) leading the sustainability function,

and such other positions as may be designated by the board of directors of KIP REIT from time to time as forming part of senior management;

"Suppliers"	means any individuals, companies, or organisations that have, or intend to establish, a direct or indirect contractual relationship with KIP REIT for the provisions of goods, services, or materials, including manufacturers, distributors, contractors, subcontractors, consultants, service providers, professional advisers (including legal, financial, technical, and tax consultants), agents, representatives, intermediaries, outsourced providers, and any other party engaged in connection with KIP REIT's supply chain or procurement processes, whether such relationship is formalised through written agreements or otherwise, and includes their Closely Related Persons and all related corporations, including the holding company, subsidiaries, ultimate holding company (as defined under the Companies Act 2016), affiliates, and any other entities within the corporate group or under common control, whether existing now or in the future;
"Trust Deed"	means the restated trust deed dated 12 December 2019 and as amended by the supplemental trust deed dated 29 September 2020 and made between the REIT Manager and the REIT Trustee constituting KIP REIT.

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Interpretations

In this Policy, unless the context otherwise requires:

(a) words importing the masculine gender shall include the feminine and neuter genders, and vice versa;

(b) words importing the singular number shall include the plural and vice versa;

(c) words applicable to natural persons include any company or corporation;

(d) headings to the clauses, schedules, annexures and appendices of this Policy are inserted for convenience only and shall not affect the construction or interpretation of this Policy;

(e) where a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(f) all schedules, annexures and appendices to this Policy shall form part of this Policy;

(g) a reference to date and time is a reference to date or time in Malaysia;

(h) in computing time for the purposes of this Policy, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day in which the event happens or the act or thing is done;

(i) if any time period specified in this Policy ends on a day which is not a business day in Kuala Lumpur, then that time period is to be deemed to only expire on the next business day; and

(j) any reference to a day, week, month or year is to that day, week, month or year in accordance with the Gregorian calendar.

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1. Background

1.1 KIP REIT is committed to upholding the highest standards of integrity, professionalism, and ethical conduct in all its business dealings, and to maintaining the trust placed in it by its stakeholders. This Policy establishes the minimum standards of conduct and compliance expected of all Suppliers engaged by KIP REIT and forms an integral part of KIP REIT's broader commitment to responsible and sustainable procurement.

1.2 Suppliers are responsible for ensuring that their operations, personnel and supply chains comply with this Policy. Compliance with this Policy is a material consideration in the selection, appointment, evaluation, and continued engagement of Suppliers by KIP REIT.

2. Purpose

2.1 This Policy establishes clear principles and standards governing the conduct, compliance obligations, and business practices expected of Suppliers in their dealings with KIP REIT.

2.2 The primary objectives of this Policy are to:

(a) promote ethical, lawful, and responsible business practices among Suppliers;

(b) set out the minimum standards of conduct and compliance expected of Suppliers in connection with their engagement with KIP REIT; and

(c) ensure that Suppliers operate in a manner consistent with applicable laws and regulations, and in alignment with KIP REIT's core values of integrity, transparency, and accountability.

3. Scope

3.1 This Policy applies to all Suppliers engaged by or on behalf of KIP REIT in connection with the provision of goods and/or services, and extends to their employees, personnel, representatives, agents, and contractors involved in performing obligations under any contract with KIP REIT.

3.2 This Policy governs all interactions, transactions and business dealings between KIP REIT and its Suppliers, to the extent relevant to Suppliers' conduct and performance of their obligations to KIP REIT.

3.3 This Policy is intended to complement and align with all applicable laws and regulations, and KIP REIT's internal policies. Where applicable laws or regulations impose requirements more stringent than those set out in this Policy, such stricter requirements shall prevail.

3.4 Where a Supplier carries out its operations outside Malaysia, the principles of this Policy shall apply to the fullest extent permissible under the relevant local laws. Where local laws are less restrictive than this Policy, compliance with this Policy shall nonetheless be required. Where compliance with this Policy would result in a violation of applicable local law, the relevant local law shall prevail, and the Supplier shall promptly notify KIP REIT accordingly.

4. Laws and Regulations

This Policy shall be read, interpreted, and construed in conjunction with:

4.1 Internal

(a) Anti-Bribery and Corruption Policy;
(b) Gifts, Hospitality, Donations, and Similar Benefits Policy;
(c) Whistleblowing Policy;
(d) Director Code of Conduct & Business Ethics;
(e) Directors' Conflict of Interest Policy;
(f) Employee Code of Conduct Policy;
(g) Employees' Conflict of Interest Policy;
(h) Personal Data Protection Policy;
(i) Labour and Human Rights Policy;
(j) Procurement Policy;
(k) Sustainability Policy;
(l) Climate Risk Policy;
(m) Energy Management Policy;
(n) Waste Management Policy; and
(o) such other policies, procedures, manuals, guidelines, standards, protocols, and requirements as may be issued, amended, supplemented, or superseded by KIP REIT from time to time, whether disclosed, described and/or published on its official website, or otherwise communicated through appropriate channels.

4.2 External

(a) Malaysian Anti-Corruption Commission Act 2009 (Act 694);
(b) Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (Act 613);
(c) Whistleblowers Protection Act 2010 (Act 711);
(d) Competition Act 2010 (Act 712);
(e) Communications and Multimedia Act 1998 (Act 588);
(f) Malaysian Code on Corporate Governance;
(g) Securities Commission's Guidelines on Prevention of Money Laundering and Terrorism Financing for Capital Market Intermediaries;
(h) Securities Commission's Licensing Handbook (Chapter 10: Outsourcing Arrangement by CMSL Holders); and
(i) such amendments, modifications, re-enactments, consolidations, or replacements thereof from time to time, and all applicable guidelines, directives, codes, standards, circulars, practice notes, and subsidiary legislation made or issued thereunder.

5. Policy Statement

5.1 KIP REIT is committed to engaging Suppliers who demonstrate high standards of integrity, ethical conduct, and compliance with applicable laws, regulations, and this Policy. Responsible supplier conduct is fundamental to the sustainability and integrity of KIP REIT's operations and supply chain.

5.2 Under no circumstances shall Suppliers engage in unlawful, unethical or improper conduct, including but not limited to bribery, corruption, fraud, or any practices inconsistent with applicable laws, regulations, and this Policy.

5.3 Any Supplier found to be in breach of this Policy or any applicable laws or regulations, shall be subject to such action as KIP REIT deems appropriate in the circumstances, including, where applicable, suspension or termination of engagement, disqualification from future procurement exercises, and referral of the matter to the relevant regulatory or law enforcement authorities, where warranted.

6. Key Principles

6.1 KIP REIT expects all Suppliers to adhere to the following principles in their operations:

(a) <u>Legal Compliance</u>: Suppliers must comply with all applicable laws, regulations, and industry standards in every country where they operate.

(b) <u>Policy Adherence</u>: Suppliers must comply with all relevant KIP REIT policies, requirements, and contractual obligations.

(c) <u>Principle of Confidentiality</u>: Suppliers must safeguard the confidentiality of all confidential information, including all personal data and sensitive personal data.

(d) <u>Ethics and Integrity</u>: Suppliers must uphold the highest standards of integrity, honesty, and fairness in all dealings with KIP REIT.

7. Responsibility and Compliance

7.1 Suppliers shall have the following responsibilities in addition to their contractual obligations to KIP REIT:

(a) read and familiarise themselves with this Policy, understand its requirements, and provide a written attestation of compliance with this Policy upon request;

(b) execute and be bound by the declaration of integrity in their service agreement or any other agreement with KIP REIT;

(c) ensure that their operations comply with the provisions of this Policy and monitor ongoing compliance with the principles set out herein;

(d) communicate this Policy to all employees, personnel, representatives, agents and contractors engaged by them in connection with any contract with, perform work for, or provide goods and/or services to KIP REIT, and procure that such persons review and understand this Policy;

(e) disseminate this Policy to, and educate and verify compliance with this Policy by, their employees, personnel, representatives, agents and contractors appointed by them to perform work for, or provide goods and/or services to KIP REIT; and

(f) report any actual or potential breaches of this Policy to KIP REIT.

7.2 KIP REIT recognises the diversity of its Suppliers and the differing operational contexts. Accordingly, depending on the nature, scope, and value of the contract with the relevant Supplier, KIP REIT may require the Supplier to implement specific controls, provide documentation, or undertake compliance measures as evidence of adherence to this Policy. Any such requirements will be clearly outlined in the contractual agreement with the Supplier.

7.3 KIP REIT reserves the right to take appropriate action against Suppliers who breach this Policy, which may include suspension or termination of contracts, withholding payments, requiring replacement of personnel, or disqualification from future tenders.

8. Business Ethics and Integrity

8.1 KIP REIT expects all Suppliers to uphold the highest standards of business ethics and integrity in all dealings with KIP REIT and its stakeholders. Suppliers shall conduct their business in full compliance with all applicable international, national and local laws, regulations and industry standards, and shall at all times act in a manner consistent with the principles set out in this Policy.

8.2 All Suppliers are expected to adhere to the following principles, and where applicable, establish and maintain appropriate measures in the following areas:

(a) <u>Bribery and Corruption Prevention</u>: KIP REIT adopts a zero-tolerance approach towards all forms of bribery, corruption, and fraudulent activities, and similarly, Suppliers are expected to:

(i) <u>Comply with Laws and Regulations</u>: comply with all applicable anti-bribery and anti-corruption laws and regulations in every jurisdiction in which they operate, including but not limited to the Malaysian Anti-Corruption Commission Act 2009 and its subsidiary legislation, and any other equivalent or analogous legislation applicable to their operations;

(ii) <u>Prohibit Corrupt Practices</u>: avoid engaging in, facilitating, or condoning any form of corruption, including offering, promising, giving, soliciting, or receiving bribes, kickbacks, or other improper benefits, or otherwise seeking to improperly influence any business decision or obtain an unfair advantage;

(iii) <u>Prohibit Facilitation Payments</u>: refrain from making or accepting facilitation payments, such as paying monies to expedite routine governmental or administrative processes;

(iv) <u>Implement Anti-Corruption Measures</u>: where appropriate, implement reasonable and proportionate measures to prevent, detect, and deter bribery, corruption, and fraudulent activities, including adopting internal controls, promoting awareness of anti-bribery and anti-corruption standards, exercising appropriate oversight over personnel and third parties, and providing avenues for raising concerns, taking into account the nature and scale of their business;

(b) Money Laundering and Terrorism Financing Prevention: KIP REIT adopts a strict stance against money laundering and terrorism financing, and similarly, Suppliers are expected to:

(i) Comply with Laws and Regulations: comply with all anti-money laundering and counter-terrorism financing laws and regulations in every jurisdiction in which they operate, including but not limited to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and its subsidiary legislation, as well as any directives, guidelines, and notices issued by Bank Negara Malaysia and other relevant regulatory authorities from time to time;

(ii) Prohibit Unlawful Financial Dealings: not engage in, facilitate, or knowingly be involved in any transactions, arrangements, or business activities involving proceeds of unlawful activities, including fraud, corruption, tax evasion, or other criminal conduct;

(iii) Prohibit Terrorism Financing: not, under any circumstances, directly or indirectly provide, support, or facilitate the financing of terrorism or dealings with any individual, entity, or organisation associated with terrorism;

(iv) Avoid Concealment of Illicit Funds: not attempt to conceal, disguise, convert, transfer, or otherwise deal with funds to hide their unlawful origin, ownership, or destination;

(v) Exercise Reasonable Vigilance: take reasonable steps to ensure that their operations and business dealings are not used for money laundering or terrorism financing purposes;

(c) Anti-Competitive Practices: KIP REIT is committed to fair and transparent competition, and similarly, Suppliers are expected to:

(i) Comply with Laws and Regulations: comply with all applicable competition and anti-trust laws and regulations in every jurisdiction in which they operate, including but not limited to the Competition Act 2010 and the Communications and Multimedia Act 1998, as well as any guidelines and decisions issued by the Malaysia Competition Commission ("**MyCC**") and other relevant sectoral regulators from time to time;

(ii) Prohibit Anti-Competitive Conduct: not engage in anti-competitive practices such as price-fixing, bid-rigging, market sharing, or other collusive arrangements;

(iii) Make Independent Decisions: make independent business decisions in relation to pricing, tender submissions, and commercial terms without coordination with competitors;

(iv) Promote Fair Dealings: conduct business in a fair and transparent manner that does not distort or undermine market competition.

(d) Conflict of Interest: KIP REIT expects Suppliers to act with integrity and avoid situations that may give rise to Conflict of Interest, and Suppliers are expected to:

(i) Identify and Disclose Conflicts: promptly disclose to KIP REIT any actual, potential, or perceived Conflict of Interest that may affect their dealings with KIP REIT, including circumstances where personal relationships (such as those involving family members), relationships with KIP REIT's Employees or decision-makers, or financial interests in competing organisations may influence, or appear to influence, their impartiality;

(ii) Avoid Improper Influence: ensure that personal relationships, financial interests, outside business activities, or other factors do not improperly influence or appear to influence business decisions or dealings with KIP REIT;

(iii) Manage Conflicts Appropriately: take reasonable steps to manage or mitigate any actual, potential, or perceived Conflict of Interest, including where appropriate by removing affected personnel from related discussions or decision-making, implementing reasonable oversight or control measures such as segregation of duties or access restrictions, and, where necessary, reassigning personnel or adjusting responsibilities to ensure fair and objective dealings.

(e) Misrepresentation: KIP REIT is committed to ensuring fairness and integrity in all procurement processes. Suppliers are expected to:

(i) Prohibition of Misrepresentation to KIP REIT: not misrepresent their capabilities, qualifications, or experience when dealing with KIP REIT, including by providing false, incomplete, or misleading information regarding their ability to deliver goods or services, financial position, or any other relevant qualifications, and must ensure that all representations made are accurate and truthful;

(ii) Integrity in Other Business Dealings: ensure that any representations made to third parties, whether to clients, counterparties, prospective business partners, or any other persons, do not misrepresent their capabilities or create an impression of greater capacity than can be reasonably delivered, particularly where such representations may impact their ability to perform obligations to KIP REIT;

(iii) Accountability for Misrepresentation: acknowledge that any misrepresentation may result in appropriate action by KIP REIT, including review, suspension, or termination of the business relationship, and, where necessary, potential legal action, and are expected to maintain honesty and transparency in all communications to avoid misunderstandings and uphold fair business practices.

9. Protection of Resources and Information

9.1 Protection of Resources and Property: Suppliers may, in the course of providing goods and/or services, be granted access to KIP REIT's facilities, equipment, systems, networks, data, and other operational resources (collectively, "**KIP REIT Resources**"). Suppliers are expected to:

(a) use KIP REIT Resources only for authorised purposes and within the scope of their engagement;

(b) safeguard KIP REIT Resources against waste, loss, damage, abuse, misuse, theft, and misappropriation;

(c) not remove any KIP REIT Resources from KIP REIT's premises without prior authorisation;

(d) not use access to KIP REIT's premises, systems, or networks to obtain information beyond what is strictly necessary for the provision of relevant goods and/or services; and

(e) use KIP REIT Resources responsibly and promptly report any loss, misuse, damages, or suspected irregularity to KIP REIT.

9.2 Record and Information Management: KIP REIT is committed to ensuring the integrity and accuracy of all business and financial information relating to its operations and stakeholder relationships. Suppliers are expected to:

(a) ensure that all records, invoices, reports, and documentation submitted to or prepared for KIP REIT are accurate, complete, up-to-date, and not misleading in any material respect;

(b) handle all information and documentation relating to their engagement with KIP REIT in accordance with the appropriate level of confidentiality and in compliance with applicable data protection and privacy laws;

(c) ensure that all financial records, claims, and statements submitted to KIP REIT conform to generally accepted accounting principles and applicable accounting standards, and accurately reflect the goods and/or services provided; and

(d) retain and make available all relevant records pertaining to their engagement with KIP REIT for such period as may be required by law or as reasonably requested by KIP REIT, and provide such records to KIP REIT upon request in a clear and usable format for the purposes of verification, audit, or regulatory compliance.

9.3 Personal Data Protection: Suppliers must comply with all applicable personal data protection laws and regulations when processing personal data in connection with their goods and/or services for KIP REIT. Suppliers are expected to:

(a) collect, use, disclose, and process personal data only for purposes directly related to the provision of goods and/or services to KIP REIT, and not disclose personal data to any third party unless such disclosure is necessary for those purposes or is otherwise permitted or required under applicable laws and regulations;

(b) where personal data is disclosed to any third party or data processor by the Supplier in connection with the provision of goods and/or services to KIP REIT, ensure that such third party or data processor is subject to appropriate contractual, confidentiality, and security obligations, and processes personal data strictly in accordance with applicable laws and instructions relevant to the processing; and

(c) implement reasonable technical and organisational security measures to protect personal data against unauthorised or accidental access, disclosure, alteration, loss, or destruction, and where any third party or data processor is engaged by the Supplier in connection with such processing, ensure that such third party or data processor is subject to equivalent security obligations and maintains adequate safeguards for personal data throughout its processing lifecycle.

9.4 <u>Protection of Confidential Information</u>: Suppliers are required to always protect and preserve the confidentiality of KIP REIT's confidential information, including after the completion or termination of their engagement, unless disclosure is required by order of any court of competent jurisdiction or any competent judicial, governmental, or regulatory authority. Suppliers are expected to:

(a) protect KIP REIT's confidential information from theft, misappropriation, misuse, unauthorised disclosure, or mishandling, including any unauthorised viewing, copying, dissemination, distribution, removal, damage, destruction, or alteration of such information;

(b) keep all information made available by KIP REIT confidential and use such information solely for purposes authorised by KIP REIT in connection with the provision of goods and/or services;

(c) not communicate or disclose such confidential information to any third party without prior authorisation from KIP REIT, except where such information has lawfully become publicly available or where disclosure is required by law;

(d) implement reasonable and appropriate controls, policies, and procedures to safeguard KIP REIT's confidential information and prevent any unauthorised disclosure or information leakage; and

(e) immediately notify KIP REIT upon becoming aware of or upon receipt of any request for disclosure from a court of competent jurisdiction or any competent judicial, governmental, or regulatory authority.

9.5 <u>Insider Information, Securities Trading, and Public Disclosure</u>: Suppliers shall not trade in any securities or other financial instruments based on non-public information relating to KIP REIT, and Suppliers shall refrain from disclosing such insider information to any person, including any Closely Related Person, unless such disclosure is required by order of any court of competent jurisdiction or any competent judicial, governmental, or regulatory authority.

9.6 Intellectual Property: KIP REIT's intellectual property comprises of many different forms and includes its name, logos, brandings, marketing materials, designs, reports, systems, trade secrets, patents, trademarks, copyright, taglines, corporate brand and/or identity, and any other materials or information provided to Suppliers or developed in connection with the provision of goods and/or services. Suppliers are expected to:

(a) use KIP REIT's intellectual property solely for the purpose of providing goods and/or services to KIP REIT, and strictly in accordance with any instructions or approvals given by KIP REIT;

(b) not copy, reproduce, modify, distribute, or otherwise use KIP REIT's intellectual property for any other purpose without prior written consent from KIP REIT;

(c) not use KIP REIT's name, logo, or branding in any advertisement, marketing material, social media, or other public communication without prior written consent from KIP REIT;

(d) not make any public statements, announcements, or representations relating to KIP REIT, its business, or its properties without prior written consent from KIP REIT;

(e) take reasonable steps to prevent any unauthorised use, disclosure, or access to KIP REIT's intellectual property; and

(f) upon completion or termination of their engagement, return or cease using all materials containing KIP REIT's intellectual property, unless otherwise instructed by KIP REIT.

10. Human Rights and Labour Standards

10.1 KIP REIT expects Suppliers to conduct their operations in a manner that respects basic human rights and complies with all applicable labour laws and regulations in Malaysia. Suppliers are expected to treat all their employees fairly, with dignity and respect, and to provide a safe and suitable working environment. Suppliers are expected to adhere to the following principles:

(a) Prohibition of Child Labour and Forced Labour: Suppliers must not employ any person below the minimum legal working age under applicable laws and regulations. All forms of forced, bonded, or involuntary labour are strictly prohibited. Employees must be employed voluntarily and must be free to leave their employment in accordance with applicable laws;

(b) Non-Discrimination and Equal Opportunity: Suppliers must not subject any employee to discrimination, harassment, or unfair treatment based on race, religion, gender, age, disability, or any other status protected under applicable laws. Suppliers are expected to ensure that employment-related decisions, including recruitment, remuneration, training, promotion, and termination, are based on merit and relevant job requirements, and to promote a respectful and inclusive working environment;

(c) Wages and Benefits: Suppliers must pay wages to and provide benefits for their employees in accordance with applicable laws and regulations. Suppliers are expected to ensure transparency in their wage practices, including informing their employees of how their wages, deductions, and benefits are calculated;

(d) Working Hours: Suppliers must comply with applicable laws and regulations relating to working hours, overtime, rest days, and leave entitlements. Suppliers are expected to manage working hours in a manner that supports the health and well-being of their employees;

(e) Freedom of Association: Where permitted by applicable laws and regulations, Suppliers must not interfere with workers' legal rights to join or not join trade unions. Suppliers are expected to maintain open communication between management and workers on workplace matters;

(f) Occupational Safety and Health: Suppliers must comply with all applicable occupational safety and health laws and regulations. Suppliers are expected to take reasonable steps to maintain a safe working environment, including implementing appropriate safety measures and providing necessary protective equipment where required; and

(g) Disciplinary Practices: Suppliers must not engage in any form of physical or psychological abuse, harassment, or intimidation. Suppliers are expected to ensure that any disciplinary actions are fair, proportionate, and carried out in accordance with established procedures.

11. Environment and Sustainability

11.1 KIP REIT is committed to promoting sustainability and minimising the environmental impact of our operations and supply chain. Suppliers are expected to adhere to the following principles:

(a) Compliance with Environmental Laws and Regulations: Suppliers must comply with all applicable environmental laws and regulations, including those relating to hazardous materials, air emissions, water discharges, and waste management. Suppliers must obtain, maintain, and keep up-to-date all required environmental permits, approvals, licences, and registrations, and comply with any conditions or reporting requirements imposed under such permits or approvals;

(b) Resource Use and Environmental Impact: Suppliers are encouraged to use natural resources responsibly, minimise environmental pollution, and take reasonable steps to reduce the environmental impact of their operations, including promoting energy efficiency and reducing carbon emissions where practicable;

(c) Air Emissions: Where applicable, Suppliers must ensure that air emissions generated from their operations are managed in accordance with applicable laws and regulations, including any requirements relating to monitoring, control, and treatment prior to discharge;

(d) Water and Waste Management: Suppliers are encouraged to take reasonable steps to manage water use and wastewater discharge responsibly, including monitoring usage and complying with applicable discharge requirements;

(e) Environmental Practices and Continuous Improvement: Suppliers are encouraged to adopt internal policies or practices to support environmental management, including initiatives relating to energy use, greenhouse gas emissions, and waste reduction, where appropriate to the nature and scale of their operations; and

(f) Biodiversity: Where applicable, Suppliers are encouraged to take reasonable steps to minimise adverse impacts on the environment and biodiversity arising from their operations, including avoiding activities that may contribute to deforestation or environmental degradation.

12. Business Continuity

12.1 KIP REIT recognises the importance of maintaining operational reliability in the provision of goods and/or services across its portfolio and to those who depend on its operations. Suppliers are expected to take reasonable and proportionate steps, having regard to the nature and criticality of the Supplier's services, to manage potential disruptions and support the continuity of their operations. The following sets out KIP REIT's expectations in relation to business continuity:

(a) Establishment of Business Continuity Plans: Suppliers are expected to establish and maintain appropriate business continuity plans, where practicable, to support the continued provision of goods and/or services in the event of disruptions;

(b) Risk Awareness and Preparedness: Suppliers are expected to identify reasonably foreseeable events that may disrupt their operations (such as manpower shortages, supply interruptions, or equipment failure), and to take proportionate steps to manage such risks;

(c) Disruptions and Notification: Suppliers must promptly notify KIP REIT of any actual or anticipated disruption that may materially affect the provision of goods and/or services, including the expected impact and duration of such disruption;

(d) Mitigation and Recovery: Suppliers are expected to take reasonable steps to mitigate the impact of any disruption and to restore normal operations within a reasonable timeframe; and

(e) Alternative Arrangements: Where appropriate, Suppliers are expected to consider feasible alternative arrangements (including substitute personnel, resources, or adjusted delivery timelines) to minimise disruption to KIP REIT.

13. Audit and Evaluation

13.1 While KIP REIT expects all Suppliers to self-monitor and demonstrate compliance with this Policy, KIP REIT may, at its sole and absolute discretion, conduct audits of Suppliers to verify compliance with this Policy.

13.2 KIP REIT may inspect and audit Suppliers' offices, facilities, operations, books and records, and may include meetings and/or interviews which shall be conducted in confidence. Suppliers are expected to cooperate fully with any audit or investigation conducted by KIP REIT relating to compliance with this Policy, including providing access to records and relevant information.

13.3 If there is evidence of non-compliance with this Policy, Suppliers shall take immediate corrective and remedial actions, failing which, KIP REIT may, in its sole and absolute discretion, carry out the necessary actions stipulated in Paragraph 14.4 below.

14. Breach of this Policy

14.1 Any assessment of non-compliance with this Policy will be risk-based, which means taking into consideration the nature, scope, size, and activities of the Supplier when assessing the effectiveness of its approach in managing the relevant risks associated with the performance of the work or the provision of goods and/or services to KIP REIT. Suppliers are expected to have adequate processes and procedures in place to manage the risks that are relevant to their business and supply chains.

14.2 Suppliers must cooperate with KIP REIT in any investigation conducted by KIP REIT in relation to any allegation of inappropriate, unethical, or improper conduct that is contrary to the values set out in this Policy.

14.3 If a Supplier has breached this Policy but demonstrates both commitment and measurable success in preventing recurrence, KIP REIT may, at its sole and absolute discretion, continue to engage the Supplier. In this regard, Suppliers are reminded that prompt and transparent disclosure of any actual or potential breach is itself a factor that KIP REIT will take into account in determining the appropriate course of action, and Suppliers are therefore expected to notify KIP REIT of any such matters without delay.

14.4 Accordingly, Suppliers shall notify KIP REIT, via the reporting channel stipulated in Paragraph 15.5 below, of any circumstance that may cause the Supplier to act in a manner inconsistent with this Policy. In the event of a breach, the Supplier may be subjected to appropriate action(s) by KIP REIT, which may include:

(a) issuance of a formal notice of breach and requisition of a written explanation from the Supplier;

(b) imposition of contractual penalties or exercise of other remedies available under the relevant contract or applicable law;

(c) suspension of the Supplier's engagement, contract, or access to KIP REIT's premises, systems, or resources pending investigation or remediation;

(d) termination of any contract or engagement with the Supplier, with or without compensation, in accordance with the terms of the relevant agreement;

(e) disqualification of the Supplier from participating in any future tender, procurement, or vendor registration exercise conducted by KIP REIT or its related entities; and

(f) referral of the matter to the relevant regulatory or law enforcement authorities and the institution of legal proceedings against the Supplier where warranted.

14.5 Any contravention of this Policy which results in a criminal offence being committed or has criminal implications under the relevant laws and regulations may result in prosecution and penalties being imposed.

15. Reporting of Breaches and Concerns

15.1 KIP REIT is committed to fostering a culture of transparency, accountability, and responsible conduct. In furtherance of this commitment, all Employees, Suppliers, and any other individuals or entities engaged with KIP REIT, whether in an existing, potential, or anticipated capacity, are required to report any known, suspected, or potential breach of this Policy, or any conduct that may compromise KIP REIT's compliance with applicable laws, codes, and regulatory requirements in Malaysia.

15.2 <u>Reporting Obligation and Scope</u>

(a) Prompt reporting is essential, as any delay may compromise KIP REIT's ability to investigate and address a breach effectively. Accordingly, all Employees and/or Suppliers are under a duty to report as soon as practicable from their discovery of a breach, regardless of whether it is actual, perceived, or suspected, through KIP REIT's designated reporting channels. The report should contain sufficient details, including relevant facts, supporting evidence, and the identities of the individuals or entities involved, to facilitate an effective investigation into the breach. This obligation includes situations where the individual reporting was directly or indirectly involved in causing the breach, whether accidentally or otherwise.

(b) Failure by any Employee or Supplier to report a known or suspected breach, or the deliberate withholding of information relating to such breach, shall itself constitute a breach of this Policy and may result in such consequences as KIP REIT deems appropriate in the circumstances, including disciplinary action in the case of Employees, termination of contract or engagement in the case of Suppliers, and referral to the relevant regulatory or law enforcement authorities where warranted.

15.3 <u>Confidentiality and Protection</u>

(a) All reports of a breach will be treated with the highest level of confidentiality. The identity of individuals reporting a breach and the details of their reports are protected to the extent permitted by law and in accordance with KIP REIT's internal reporting procedures.

(b) Anonymous reports may be accepted, provided that they contain sufficient information to enable a proper and fair investigation. However, individuals are expected to provide their identities to facilitate further inquiries and to enable effective communication regarding follow-up actions. KIP REIT will handle all information provided in relation to a breach with strict confidentiality and shall limit access to such information on a need-to-know basis only.

15.4 Investigation and Corrective Actions

(a) Upon receipt of a report, KIP REIT will initiate a prompt, fair, independent, and thorough investigation. The Compliance Department, or any other designated internal or external investigative body, will assess the allegations, gather evidence, and conduct interviews with relevant parties. All investigations will be conducted impartially, with due regard for procedural fairness and the confidentiality of all parties involved.

(b) In managing a breach, KIP REIT will assess the context and circumstances of the breach and engage professional external assistance where necessary.

(c) Where a breach of this Policy is substantiated, KIP REIT may carry out such remedial actions as it deems appropriate in the circumstances, which may include but are not limited to the following:

(i) developing and implementing a response and remediation plan proportionate to the nature and severity of the breach;

(ii) taking immediate steps to contain and mitigate the impact of the breach, including restricting the relevant Supplier's access to KIP REIT Resources pending resolution;

(iii) imposing contractual consequences on the relevant Supplier, including the issuance of a formal notice of breach, imposition of penalties, suspension of engagement, or termination of contract, in accordance with the terms of the relevant agreement and applicable law;

(iv) disqualification of the relevant Supplier from participating in any future tender, procurement, or vendor registration exercise conducted by KIP REIT or its related entities;

(v) referring the matter to the relevant regulatory or law enforcement authorities and commencing legal proceedings against the responsible party where warranted;

(vi) making such disclosures to regulators, stakeholders, or the public as may be required by applicable law or as KIP REIT deems necessary to manage its legal and reputational obligations; and

(vii) implementing enhanced controls, monitoring mechanisms, due diligence procedures, or training programmes to address the root cause of the breach and prevent recurrence.

(d) The findings of investigations, along with any corrective actions taken, will be documented and maintained in compliance with legal and regulatory requirements.

15.5 Reporting Channels

(a) Individuals may raise their concerns through the following channels:

(i) Email: whistleblower@kipreit.com.my

(ii) Mail: KIP REIT Management Sdn. Bhd.
(acting solely in its capacity as the manager for and on behalf of KIP REIT)
Unit B-6, Block B, Tingkat 6,
Menara KIP, No.1, Jalan Seri Utara 1,
Sri Utara Off Jalan Ipoh,
68100 Kuala Lumpur.

(iii) Website: https://www.kipreit.com.my/whistleblowing/

(b) All reports shall be directed to the Compliance Officer.

15.6 Protection Against Retaliation: KIP REIT has a zero-tolerance policy for any form of retaliation against all Employees and/or Suppliers who report questionable behaviour or potential violations of this Policy in good faith. Notwithstanding the aforesaid, the protection against retaliation stipulated in this Policy shall be subject to KIP REIT's Whistleblowing Policy and in the event of any conflict or inconsistency between the provisions of this Policy and the Whistleblowing Policy, the Whistleblowing Policy shall prevail and take precedence to the extent of such conflict and inconsistency.

16. Training and Awareness

16.1 KIP REIT is committed to fostering a corporate culture of integrity, transparency, and ethical conduct by ensuring that all Employees, Suppliers, and any other individuals or entities who are engaged in or connected with KIP REIT's operations, activities, and dealings are fully aware of their obligations under this Policy.

16.2 KIP REIT may, from time to time as KIP REIT deems appropriate, conduct training and awareness initiatives to promote understanding of this Policy among Employees and Suppliers.

16.3 Training

(a) The Compliance Department may, in collaboration with the Human Resources and Operation Departments:

(i) develop, schedule, and deliver training sessions, either in-person or via digital platforms to the Employees and/or Suppliers; and

(ii) provide refresher courses to Employees and/or Suppliers as necessary, particularly in response to regulatory updates, policy changes, or emerging risks to breach of this Policy.

(b) The Human Resources and Operation Departments, in coordination with the Compliance Department, shall maintain accurate and up-to-date records of all training sessions conducted, including:

(i) training materials and attendance records;

(ii) assessments, certifications, and acknowledgments of policy understanding; and

(iii) any remedial actions taken in response to identified training gaps.

17. Ongoing Review and Enhancement

17.1 This Policy was approved by the board of directors of KIP REIT on 23 April 2026.

17.2 The Policy Owner shall review and update this Policy as and when necessary to ensure its continued application and relevance.

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