

# CODE OF CONDUCT AND BUSINESS ETHICS

INNATURE BERHAD

## Document

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March 2019	Initial Document	
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## PART I: INTRODUCTION

### 1.0 Overview

1.1 INNATURE aspires to promote the success of the Company:

- a) for the benefit of its members, employees and customers, not just shareholders; and
- b) through the use of its business as a force for good, to have a material positive impact on society and the environment, taken as a whole.

1.2 In pursuing the abovementioned ideals, INNATURE is committed to the highest standard of integrity, openness and accountability in the conduct of its businesses and operations. It aspires to conduct its affairs in an ethical, responsible and transparent manner.

1.3 Accordingly, this Code of Conduct and Business Ethics (the “Code”) is drawn up to set out the principles to guide the standard of behaviour and business conduct expected upon any person to whom this Code applies.

1.4 For the purpose of this Code,

“**INNATURE**” or the “**Group**” means InNature Berhad and its subsidiaries.

“**You**” refers to any person to whom this Code applies. Where more specific references are used (such as “employee”), the more specific reference is intended.

“**Employee**” means any person who is in the employment of INNATURE 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.

### 2.0 Applicability

2.1 This Code is intended to apply to every employee of INNATURE. It is also intended to apply to every director (executive and non-executive) of the Group, except as otherwise stated in this Code.

2.2 Although this Code is specifically written for its employees and directors, INNATURE expects that contractors, consultants, agents, representatives and others performing work or services for or on behalf of INNATURE will comply with it in relevant part when performing such work or services.

2.3 This Code is to be read and applied in conjunction with other applicable policies, procedures and guidelines issued by the Group.

2.4 If a law conflicts with a rule or policy set out in this Code, you should comply with the law. If you perceive that a provision of this Code conflicts with the law in your jurisdiction, you should consult our Reporting Channels (see Section 3.0), rather than disregard the Code without consultation.

2.5 This Code is not a comprehensive guide that addresses every situation. In any circumstance which is not covered by this Code or in case of any doubt, please consult our Reporting Channels (see Section 3.0) for clarification.

### **3.0 Reporting Channels**

- 3.1 INNATURE is committed to enforcing this Code and other policies and procedures, and to conducting all of our activities in compliance with relevant laws.
- 3.2 We are also committed to supporting any employees or third parties who report, or experience, any breaches of these rules.
- 3.3 If you have a concern, want to report a problem or make a complaint about workspace behaviour:
  - a) Speak to your manager; and/or
  - b) Speak to your Human Resource representative; and/or
  - c) Contact our Speak Out channel at [speakout@innature.com.my](mailto:speakout@innature.com.my)
- 3.4 You have a duty to report unacceptable behaviour and non-compliance with our Code, policies and procedures via the above Reporting Channels.
- 3.5 If you report a concern or complaint, or seek information or advice on a sensitive issue, our Speak Out channel, managers, and Human Resources representatives have a responsibility to keep your identity confidential, unless this breaks the law or exposes others to harm.
- 3.6 We do not encourage anonymous disclosure – we need to know your identity in order for us to accord the necessary protection. Nevertheless, we reserve our right to investigate into any anonymous disclosure.
- 3.7 If you make a report or disclosure in good faith and without malicious intent, 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.
- 3.8 Any form of reprisal by a person subject to this Code 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 a serious misconduct rendering the person engaged in the reprisal liable for disciplinary action.
- 3.9 To declare a potential conflict of interest (see Section 5.0), please contact your Human Resource representative for recording in the Registry of Conflicts.
- 3.10 If you are a director of INNATURE, you may contact the Company Secretary on compliance and/or other matters pertaining to this Code.

### **4.0 General Principles**

- 4.1 As a director / an employee of INNATURE, you have a duty to serve INNATURE with good faith, fidelity, diligence and integrity. You are required to act in the best interests of INNATURE and to refrain from engaging in conduct or activities which may adversely affect the best interests of INNATURE. You are at all times required to:
  - a) conscientiously maintain the highest degree of integrity,
  - b) always exercise proper care and judgement,
  - c) avoid conflicts of interest, and
  - d) refrain from taking advantage of your position or exercising your authority to further your own personal interest at the expense of INNATURE.

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

4.2 INNATURE expects that, throughout your time of service with the Group, you will: -

- a) strive towards a high standard of professionalism;
- b) give your undivided loyalty and devotion to INNATURE at all times 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 the individual;
- e) uphold the duty of care for the interests and reputation of INNATURE;
- f) display a high sense of discipline, cooperativeness and diligence in carrying out your duties;
- g) act consistently to maintain INNATURE's confidence and trust in you;
- h) promote creativity and new approaches in the course of carrying out your work; and
- i) comply with applicable laws, regulations and INNATURE's policies and procedures.

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

**5.0 Conflict of Interest**

- 5.1 A conflict of interest arises in any situation in which an individual is in a position to take advantage of his or her role at INNATURE for his or her personal benefit, including the benefit of his or her family and friends.
- 5.2 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.
- 5.3 You must therefore avoid conflicts of interest between your personal dealings and your duties and responsibilities in the conduct of INNATURE' business. In particular, the use of INNATURE office position, confidential information, assets and other INNATURE resources for personal gain, or for the advantage of others with whom you are associated, is prohibited.
- 5.4 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 INNATURE;
  - b) when you are in a position to influence decisions that are to be made by INNATURE with respect to dealings with a business, enterprise or entity owned or partially owned by you, your family/ household members, associates or friends; and
  - c) when you compete with or against INNATURE.
- 5.5 Any conflict situations should be declared and cleared through our Reporting Channels (see Section 3.0) at your earliest opportunity.

Disclosures Giving Undue Advantage to Third Parties

- 5.6 You must not involve in any act which gives an undue advantage to an outside party in its dealings with INNATURE by giving an outside party confidential INNATURE information without appropriate authorisation.

Involvement in Business Where You or Your Family/ Household Have a Direct or Indirect Interest

- 5.7 You will be considered to be in a potential conflict of interest situation where you and/or your family/ household is involved (either directly or indirectly) in a business which derive any income or receive any payment from contractual or other business arrangements with INNATURE.
- 5.8 As soon as you become aware of the abovementioned situation, you are obliged to inform us in writing of the circumstances through our Reporting Channels (see Section 3.0), at your earliest opportunity. You must then consult with INNATURE concerning the most appropriate way of preventing or overcoming the conflict of interest.
- 5.9 Any real or potential conflict of interest that has been properly disclosed and formally permitted by the Group is deemed not to have violated this Code.

**6.0 Bribery and Corruption**

- 6.1 Corruption is the act of giving or receiving of any gratification or reward in the form of cash or in-kind of high value for performing a task in relation to his/her job description. Major offences as stipulated in the Malaysian Anti-Corruption Act 2009 include:
- a) Soliciting / receiving gratification (Bribe)

- b) Offering / giving gratification (Bribe)
  - c) Intending to deceive (False Claim)
  - d) Using office or position for gratification (Abuse of Power/Position)
- 6.2 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 INNATURE concerning its business and affairs.
- 6.3 You are prohibited from promising, offering or authorising gratification to anyone to gain undue advantage in relation to any conduct of business for or with the Group.
- 6.4 If you receive a request for a bribe or if you are offered a bribe, you must report it through our Reporting Channels (see Section 3.0) at your earliest opportunity.
- 6.5 You have the duty to communicate clearly with the parties you engage with for the purpose of the Group's businesses, the Group's policies on bribery and corruption, and make reasonable efforts to confirm their understanding and acceptance of the policies.
- 6.6 You must disassociate yourself from any act or situation which may create an appearance as being a party to any actual or attempted corrupt practice including soliciting or receiving gratification.
- 6.7 If you receive or has been offered any commission, payment, service, consideration of value or other benefits by virtue of your role or authority in the Group or in the performance of your duties, you have the obligation to account for and disclose such receipts/benefits through our Reporting Channels (see Section 3.0) for clearance at your earliest opportunity.

### **7.0 Gifts, Benefits and Courtesies**

- 7.1 INNATURE recognises that an appropriate level of gifts, benefits or courtesies exchange forms part of business etiquette in many countries and is a legitimate way of building or fostering business relationship. However, the acceptability of this norm may vary from one country to another. Hence, proper care and judgement are required before offering or agreeing to accept gifts, benefits or courtesies, so as to safeguard the Group from any allegation of impropriety or undue influence.
- 7.2 Gifts, Benefits and Courtesies are defined as follows:
- a) Gifts are tangible and valued items which are often offered or given for free. This includes cash, vouchers, prepaid gift cards, other cash equivalents (stocks, bonds, options), artworks, jewellery, flowers, consumables, apparel, electrical products and electronic gadgets.
  - b) Benefits include preferential treatment, privileges access, favours or other advantages such as invitations to sporting, cultural or social events, access to huge discounts or exclusive club membership for which the recipient would otherwise not be eligible, and promises of a new job and loans either in cash, irrespective of any interest charged, or in kind.
  - c) Courtesies involve the provision of hospitality or entertainment ranging from light refreshments at a meeting venue to sponsored traveling and accommodation.

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

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### Accepting Gifts, Benefits or Courtesies

- 7.3 You are prohibited from, either directly or indirectly, accepting gifts, benefits or courtesies provided or offered by a third party under the circumstances where such receipts are:
- a) excessive – the value of the gifts, benefits or courtesies is considered lavish by the standard of local business norms;
  - b) inappropriate – the nature, frequency or timing of offering is not in line with the business and local norms, or honesty and sincerity in the motive cannot be established;
  - c) illegal - the nature of the gifts, benefits or courtesies or the act of accepting, itself, is against any applicable law;
  - d) prejudicial to your role in the Group or the exercise of your authority - applicable especially where decisions are expected of you in relation to the Group's affairs or business in which the offeror/provider or their associates is a potential beneficiary; or
  - e) detrimental to the Group – INNATURE's interest with regard to any on-going or potential business dealing is compromised.
- 7.4 Any offer of cash must be declined in all circumstances except for charitable purposes as approved by the **Managing Director**.
- 7.5 For employees, you are required to disclose and surrender any offer or receipt of gifts, benefits and courtesies to your **Human Resource representatives** at your earliest opportunity. The disposition of the gifts, benefits and courtesies surrendered shall be approved by the **Managing Director**.

### Providing Gifts, Benefits or Courtesies

- 7.6 You are required to comply with the policies and procedures of your Human Resource Department relating to the giving of gifts, benefits or courtesies.
- 7.7 INNATURE prohibits the giving of gifts, benefits or courtesies (using INNATURE resources or otherwise) that are illegal, unduly dangerous, indecent, sexually oriented, and/or for the purpose of improperly influencing someone to take action in favour of INNATURE.

### Soliciting Contributions / Sponsorships

- 7.8 INNATURE may from time to time, organise activities or programmes for which the objectives are for honouring the contribution or expressing appreciation for the performance of its employees and business partners, or for the furtherance of charitable causes. In implementing this, the Group may wish to attract wider participation of its stakeholders by inviting voluntary contributions / sponsorships from its business partners or any other person.
- 7.9 All requests for contributions / sponsorships from business associates or any other person by the organising party in the Group must obtain prior approval from the **Managing Director**.
- 7.10 Contributions / sponsorships solicited must be for activities / programmes for which the event dates have been firmed up, and target beneficiaries have been identified. The handling of such contributions / sponsorships to the beneficiaries must be done in a transparent manner with evidence of receipt by the beneficiaries (e.g. written acknowledgement or photographs).

### **8.0 Assets of INNATURE**

- 8.1 You are responsible for the safekeeping of all assets, facilities, resources and records belonging to INNATURE that are provided to you for the performance of your duties.
- 8.2 You must take all necessary steps to prevent theft, loss, damage to, or misuse of assets, facilities, resources and records belonging to INNATURE, the occurrence of which should be reported immediately to INNATURE.
- 8.3 Regardless of condition or value, assets, facilities, resources and records belonging to INNATURE 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 INNATURE.
- 8.4 You may be liable for any loss of or damage to assets, facilities, resources and records arising from your misconduct or negligence. The Group may seek to recover any financial loss it suffers from you as a result, report the case to the relevant authority, and/or take any other action permissible by the laws as it sees appropriate.

### **9.0 Financial Integrity**

- 9.1 In safeguarding and supporting the integrity and accuracy of INNATURE's books and records and financial reporting, you must not: -
- a) conceal, alter, destroy or otherwise modify INNATURE's records or documents other than in accordance with the Group's established procedures (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 to circumvent or frustrate INNATURE's controls, policies or procedures;
  - d) fail to cooperate fully and truthfully with internal and external audits authorised by INNATURE; or
  - e) engage in any scheme to defraud anyone of money, property or honest services.
- 9.2 You must also comply with all policies and procedures established from time-to-time concerning the preparation, maintenance and disposal of INNATURE's financial books and records.

### **10.0 Confidential and Proprietary Information**

- 10.1 Records and information of the Group which is not in the public domain is considered confidential and proprietary. Such records and information may take different forms and be stored in various media, including but not limited to e-mails, letters, maps, reports, drawings, images, calculations, specifications, formulae, forms, licenses, agreements or software.
- 10.2 Unless required by law or authorised by INNATURE, you must not disclose confidential information or allow such disclosure or use confidential information for unauthorised purposes. This obligation continues beyond the termination of employment / completion of engagement.

### Insider Dealing

- 10.3 You must not use the confidential information of INNATURE 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.
- 10.4 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 INNATURE while in possession of material non-public information of the Group.
- 10.5 “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.
- 10.6 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.

### Inventions

- 10.7 INNATURE encourages you to be inventive and innovative. Such inventiveness and innovation are part of the normal duties owed by you to INNATURE.
- 10.8 Subject to the requirements of applicable law, the ownership of inventions made by you or to which you have contributed whilst working for INNATURE or in the course of discharging your duties or employing INNATURE resources, data and/or time, will be vested with INNATURE.
- 10.9 Accordingly,
- a) you may not file for any trademarks, patents or registered designs or claim copyright in your own name for or in such inventions; and
  - b) You may not, without the written consent of INNATURE, disclose such inventions to any person whomsoever except to INNATURE and its duly authorised agents.
- 10.10 “Inventions” include, but not limited to, reports, templates, worksheets, art, music, slogans, trademarks, service-marks, product ideas, advertising and promotional ideas and / or creative materials which relate directly or indirectly to the Group.

### **11.0 Data Protection**

- 11.1 You must comply with INNATURE’s policies and applicable laws concerning the protection of personal privacy, including the protection of personal data.

### **12.0 Public Statements**

- 12.1 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: -
- a) policies or decisions of INNATURE; or
  - b) discuss any measure taken by INNATURE; or
  - c) any official matter taken or carried out by you,

unless you are duly appointed or authorised to make such statement on behalf of INNATURE.

- 12.2 “Public statement” 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.

### **13.0 Information Technology (“IT”) Systems or Equipment**

- 13.1 You must not upload, download, send or otherwise access or store pornography or other indecent or offensive material using INNATURE premises, IT systems or equipment. Sending or forwarding obscene, libellous, defamatory, offensive or racist remarks is strictly prohibited.
- 13.2 You must not send personal e-mails using INNATURE e-stationery or displaying INNATURE headers or footers, or otherwise suggesting that such communications are authorised by INNATURE.
- 13.3 You must not use personal e-mail addresses and services to send or receive INNATURE confidential information. Similarly, you must not allow automatic forwarding of electronic mail to external mail addresses.
- 13.4 Installation of third-party software in or connection of hardware to INNATURE IT systems or equipment without the prior approval of your **Head of Department** is prohibited.
- 13.5 You must safeguard passwords and other means of shielding INNATURE’s information systems from unauthorised access.
- 13.6 On the usage of social media, as employees of INNATURE, you are required to additionally comply with the Group’s Social Media Guidelines as published in Staff Handbook.
- 13.7 Contractors and other parties authorised by INNATURE to use its IT systems or equipment must comply with the Group’s IT policies and procedures in effect from time-to-time.

### **14.0 Outside Employment or Business Activities**

- 14.1 As an employee of INNATURE, you must devote your time and attention to the fulfillment of your employment obligations to the Group. You may not take up other employment or gainful activity, whether part-time or full-time, or be involved in any outside business activities, in whatever capacity without the express written permission of INNATURE.
- 14.2 If you are already engaged in the abovementioned activities, you should come forward and disclose your activity to INNATURE through our Reporting Channels (see Section 3.0).
- 14.3 The granting of permission will be subject to your satisfying INNATURE that such activity will not interfere with or compromise the proper performance of your duties or the fulfilment of your obligations to the Group.
- 14.4 Any permission granted may be withdrawn at any time at the sole discretion of INNATURE without the need for assigning any reason thereof. In such an event, INNATURE 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.

### 15.0 Political Activities

- 15.1 INNATURE recognises that as citizens, you may wish to participate in legitimate political activities.
- 15.2 To absolve INNATURE of involvement or identification with any political party,
- a) you are required to use your off-duty time, or annual leave entitlement for such matters;
  - b) in the event you are appointed an office holder at the Branch, Division, State or National level of a political party, you are required to inform the Group of such appointment;
  - c) you are required to seek permission from INNATURE for clearance if you wish to participate as a candidate in any state or federal elections, subject to the requirements of applicable law;
  - d) you must not influence any other person at your workplace to make political contributions or to support politicians or their parties;
  - e) you must not use the facilities, equipment and resources of the Group for any political campaigns or party functions without approval from the **Managing Director**.

### 16.0 Money Laundering and Counterparty Due Diligence

- 16.1 Money laundering is a process of converting cash or property derived from criminal activities to give it a legitimate appearance. It is a process to clean 'dirty' money in order to disguise its criminal origin.
- 16.2 You must conduct appropriate counterparty due diligence to understand the business and background of INNATURE's prospective business counterparties and to determine the origin and destination of money, property, and services.
- 16.3 You must report through our Reporting Channels (see Section 3.0) in your earliest opportunity, any suspicious transactions or suspected incidents of money laundering or bribery. This includes, but not limited to, the following:
- a) unusual payments, for example cash payments when other forms of payment are more common;
  - b) payments involving transfers of funds from a third party or an unrelated country without good reason;
  - c) changing, or not recording, our company records relating to payments;
  - d) overpaying a supplier who we are later asked to refund.

### 17.0 Antitrust / Competition Law

- 17.1 You must ensure that your actions towards business partners (e.g., customers and suppliers), competitors 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.
- 17.2 You are prohibited from employing any method or engaging in activities which are anti-competitive in nature. This includes, but not limited to, the following:

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- a) sharing of competitive information with business partners and counterparts leading to fixing of prices and/or trading conditions;
- b) agreeing to non-competition in markets divided amongst the competitors by territories and products;
- c) denying wholesalers, distributors or resellers the independence to firm up their own retail prices;
- d) restricting wholesalers, distributors or resellers from purchasing from other vendors;
- e) participating in bid rigging scheme with competitors; and
- f) buying up scarce supply without justifiable reasons.

17.3 In case of doubt concerning the compliance of your activities with competition rules, please consult your designated internal or external legal counsel.

## PART III: WORKPLACE CULTURE AND ENVIRONMENT

### 18.0 Equal Opportunity and Non-Discrimination

18.1 INNATURE is committed to developing a workforce that reflects the diversity of our customers and work environments that are based on trust and respect.

18.2 We aim to provide equal opportunities to our job applicants and employees, and expect our employees, partners, suppliers and customers to treat each other in non-discriminatory ways. Specifically, we will not tolerate discriminatory behaviour based on someone's actual or perceived sex, pregnancy, maternity, race, sexual orientation, transgender identity, gender identity or expression, disability, religion or belief, marital status or age.

18.3 We reject all forms of bullying and harassment. This applies between colleagues at INNATURE, and also towards – or from – our suppliers, partners, customers and members of the public. It applies on work-related trips, forums and at work-related events as well as on our premises.

“Bullying” is offensive, intimidating, malicious or insulting behaviour or using power to undermine, humiliate, unfairly criticise or injure someone. It can be verbal, physical or in writing, and can involve one or more victims and perpetrators.

“Harassment”, including sexual harassment, is conduct that harms a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. It can be verbal, physical or in writing and is sometimes against the law.

18.4 Anyone who works for us who is involved in discrimination, bullying or harassment will face disciplinary action and may be dismissed. All employees at INNATURE, particularly managers, have a responsibility to avoid and challenge these forms of behaviour. Allowing or encouraging discrimination, bullying or harassment is also a disciplinary offence.

18.5 You must report any instances of discrimination, bullying or harassment in your work environment through our Reporting Channels (see Section 3.0).

### 19.0 Sustainable Development

19.1 As guided by the ideals in Paragraph 1.1, INNATURE strives to build the best company for the world by making principled and sustainable profits, and by aligning its social and environmental agenda to fight for a fairer and more beautiful world.

19.2 INNATURE believes in business conducts and practices that do no harm to the environment and take into account the interest and well-being of society at large.

19.3 Accordingly, you should adopt an objective and positive attitude by giving your utmost cooperation to activities intended for common good, with the understanding that we are each dependent upon another and thus responsible for each other and future generations.

19.4 Activities intended for common good include: reducing carbon footprint by optimising the use of energy, water and other resources; and volunteering in social and environmental works.

**20.0 Using Alcohol or Drugs and Possessing Weapons**

- 20.1 We want all of our workers, customers, suppliers and partners to enjoy a safe, peaceful and respectful atmosphere in our workplaces.
- 20.2 You must respect local laws around alcohol and other intoxicants. You should never drive company vehicles, operate heavy machinery or serve customers while under the influence of alcohol or any medication that affects your concentration or judgement.
- 20.3 Only employees who use weapons in their official role for INNATURE (e.g. security guards) may store or carry weapons while at work. These people must be properly authorised to do this by their manager, be technically qualified for this and be clearly identified as being armed.

**PART IV: YOUR DECLARATION**

(This declaration forms part of your contract at INNATURE)

I have read and understood INNATURE’s Code of Conduct and Business Ethics (“Code”). I agree with its rules and will follow them in my professional activities.

I accept the responsibility to report on any behaviour or situation that breaches the Code, via the Reporting Channels as stated in Section 3.0.

I declare that I am not currently in any situation that violates this Code or any other company policy and do not know of any potential conflicts with them. If any conflicts of interest arise, I will report them to my Human Resources representative and state this in the Registry of Conflicts.

I declare that I am responsible for ensuring that the workers under my management are aware of the rules of INNATURE Code, and their responsibility to act on any areas of non-compliance.

Signature: .....

Name: .....

Position: .....

Date: .....