

Code of Conduct & Business Ethics

This Code of Conduct & Business Ethics sets out the acceptable general practices and ethics that guide the employees of NSL Ltd and its subsidiaries (“NSL”). It is intended to apply to all employees at all levels and, where applicable, to directors of NSL and where necessary, the relevant subsidiary companies under NSL may implement additional policies specific to their industry for further compliance to complement this Code of Conduct & Business Ethics (“Policies”). References to employees in this Code of Conduct & Business Ethics will include directors employed in an executive capacity by NSL.

Table of Contents

Conduct At The Workplace

1. Accountability
2. Health and Safety at the Workplace
3. [Blank]
4. Business Communications
5. Record Keeping
6. Personal Data Protection Notice
7. Confidential and Proprietary Information

Conduct in Business Ethics

8. Outside Employment
9. Conflicts of Interest
10. Insider Trading
11. Anti-Bribery & Anti-Corruption
12. Anti-Money Laundering
13. Whistleblowing

Conduct in Public

14. Responsible Corporate Citizenship
15. Distribution of Non-NSL Related Materials and NSL’s Bulletin Boards
16. Social Media Policy
17. Press Release and Public Statements
18. Business Associates

Other Environmental, Social and Governance (ESG) Priorities

19. Employment, Human Rights and Ethics
20. Commitment to the Environment
21. Ethical Supply Chain
22. Compliance and Review of the Code

Conduct At The Workplace

(1) Accountability

- 1.1. All directors and employees of NSL are responsible for acting in accordance with this Code of Conduct & Business Ethics of NSL ("**Code**"), Policies and the core values of NSL and ensure compliance with relevant laws, rules and regulations ("**Laws**").
- 1.2. Any employee of NSL who violates the Code, any Policies or any Laws is deemed to have committed a serious misconduct and may be subjected to disciplinary action, including dismissal, depending on the facts, severity and circumstances of each case. Any serious violations may also subject the individual employee to civil or criminal implications.
- 1.3. All employees of NSL shall ensure that they conduct their work in a manner consistent with all directives, practices, guidelines and policies which are issued from time-to-time. Where there are any directives, practices, guidelines and policies issued by the relevant subsidiary companies, the employees working for such subsidiary companies shall also ensure compliance with the same in the conduct of their work. In the event of any conflict, the directives, practices, guidelines and policies of their immediate employer applies.
- 1.4. All employees of NSL are obliged to exercise sound judgment in all work undertaken, and to exercise all reasonable care in safeguarding NSL's interests, properties and assets, including for the avoidance of doubt, data and intellectual property, against any loss, damage, misuse, illegal use and/or theft and are expected to use such resources for NSL's business purposes.

(2) Health and Safety at the Workplace

- 2.1. NSL prioritises protecting the health, safety and welfare of all employees and stakeholders at NSL's workplace, and this remains an established and shared responsibility that is essential to NSL. In the conduct of their duties, all employees of NSL are expected to:
 - (a) comply strictly with applicable health, safety and legal requirements at their work location(s);
 - (b) comply with all health and safety processes established at their work location(s);
 - (c) ensure that any safety equipment and tools utilised are in good condition and used correctly to perform all work safely and to reduce health and safety impacts;
 - (d) assist to maintain a clean and safe environment at all work locations;
 - (e) attend all mandatory trainings, attain the requisite authorisation to perform assigned jobs and conduct job risk assessment before starting any job;

- (f) never override safety devices and controls on any machinery, equipment and processes;
- (g) immediately report any unsafe equipment and tools, hazardous conditions, near misses and accidents; and
- (h) comply with the security system requirements, arrangements and plans in place at all work locations.

(3) [Blank]

(4) Business Communications

- 4.1. All employees of NSL are expected to exercise due care, diligence and etiquette in all work-related communications, be it in written form, verbal or otherwise, and to ensure that the contents are clear, truthful, courteous and accurate.
- 4.2. NSL exercises a no tolerance policy for any communications made by its employees over the course of business and/or using NSL's resources that contain any material found to be discriminatory, defamatory, offensive, contains sexual connotations, pornographic, misleading and/or any other communications of a similar nature.

(5) Record Keeping

- 5.1. All employees of NSL are to ensure that they undertake proper record keeping of all commercial arrangements, transactions, accounts, tax matters, communications and information, particularly where it is required by Law. Employees must never delete, destroy or discard any records without authorisation and particularly where it is to hide a wrongdoing or a mistake.

- 5.2. Any falsification or improper alterations of records are strictly prohibited. This includes that an employee of NSL should not be giving instructions to any other person, including colleagues and third parties, to prepare or approve false or misleading records to either hide the true nature of the records, or to achieve an improper purpose that will otherwise be in violation of any Laws or Policies of NSL.
- 5.3. Any discrepancies or inaccuracies within a record must be immediately and properly resolved with appropriate corrections, including informing all related parties who need to know of such corrections.

(6) Personal Data Protection Notice

- 6.1. NSL respects and is committed to the protection of employee's personal information and privacy. An employee's personal information are kept strictly confidential and not released to any parties without the prior consent of the employee. The Personal Data Protection Notice issued to employees explains how YTL Corporation Berhad collects and handles employee information. For the purpose of the Personal Data Protection Notice, NSL is an indirect subsidiary of YTL Corporation Berhad, held through YTL Cement Berhad.
- 6.2. All employees of NSL, particularly employees who have access to personal data of any persons, whether employees, consultants, customers, suppliers, shareholders and/or any other party whereby personal data is processed and accessed, must not unlawfully use, access and/or revise such personal data for any purpose or reason. All employees are to ensure that such personal data processed within NSL is protected at all material times and in compliance with the applicable Laws.

(7) Confidential and Proprietary Information

- 7.1. NSL greatly values and protects all confidential and proprietary information.
- 7.2. Proprietary information includes but is not limited to emails, documents and all other files, electronic or otherwise, edited and/or stored on equipment utilised by NSL and are considered to be the exclusive property of NSL.
- 7.3. All directors and employees of NSL are expected to exercise the highest possible standards of professionalism, ethics and integrity in order to protect the NSL's confidential information, assets and standing and ensure the proper use of the same.

- 7.4. Directors and employees of NSL may have access to confidential and proprietary information during their tenure or employment with NSL. Such information cannot be shared, disclosed or utilised for personal gain or any other gain or any reason to any individual, business or third party entity, including family and friends, except where expressly approved by the relevant company under NSL, required by Law and/or reasonably necessary for the purposes of carrying out their duties under contract or employment within NSL. This obligation of non-disclosure is effective and shall continue even after the termination or cessation of employment.
- 7.5. Where such confidential and proprietary information needs to be disclosed to persons outside NSL, the relevant parties are required to undertake necessary measures to ensure that all confidential and/or proprietary information is sufficiently protected, for instance through the execution of a non-disclosure agreement.
- 7.6. NSL reserves its right to take any and all appropriate action against previous or current directors or employees who, whether directly or indirectly, breach the obligation relating to the confidential and proprietary information of NSL.
- 7.7. Any employee who is unsure of what is permissible or non-permissible is advised to seek guidance from their head of department or the Human Resources Department.

Conduct in Business Ethics

(8) Outside Employment

- 8.1. Employees are hired on the premise that NSL is their primary employer and that any other employment or commercial involvement, even outside of working hours is strictly prohibited particularly where it conflicts with the interests of NSL, unless express approval is obtained.
- 8.2. Employees and managers are required to obtain written approvals from their head of department or the Human Resources Department before participating in outside work activities. Any employee already engaged in any outside employment is required to disclose and obtain approval from the Human Resources Department. Any approval given is at the sole discretion of NSL and can be withdrawn at any time with or without prior notice, and the employee is required to immediately cease such outside employment, failing which NSL is entitled to claim compensation for any unlawful profiteering as a result of any conflict of interest.

(9) Conflicts of Interest

- 9.1. All directors and employees of NSL are obliged to:-
- (a) act solely in the best interests of NSL at all times;
 - (b) avoid conflict of interests; and
 - (c) exercise due care and diligence when complying with these provisions, in accordance with its letter and spirit, intention and purpose.
- 9.2. Employees of NSL are not permitted to:-
- (a) engage, either directly or indirectly, in any act, practice, transaction or arrangement or proposed act, practice, transaction or arrangement that conflicts with, or appears to conflict with, the interests of NSL, even in their own time;
 - (b) solicit or create business opportunities for themselves or anyone related to them in the course of their employment with NSL, particularly where it is a conflict of interests with NSL unless otherwise approved in writing by the Managing Director;
 - (c) use their employment position in any manner or any information acquired by virtue of their employment to gain any personal, financial or other advantage for themselves and/or their relatives which is contrary to their employment or interests of NSL; or
 - (d) use any assets, data, intellectual property or resources owned or used by NSL, or abuse any loopholes in NSL's process and procedures, for personal interests or gain.
- 9.3. Situations where a conflict of interest may arise include, but are not limited to the following:-
- (a) where a director, employee or their relative has a personal relationship or financial or other interest that would or could potentially interfere with his/her existing obligations or exercise of judgment in decision making as a director or employee of NSL; or
 - (b) where a supervisor or a person in a position to determine the remuneration and/or promotion of a subordinate is in a personal, romantic or intimate relationship with the subordinate.
- 9.4. It is not possible to anticipate every situation or activity that may give rise to a conflict of interest due to the complex and multi-faceted business environment in which NSL operates. Situations which will or will not give rise to a conflict of interest may be subjective and depend on specific facts and circumstances. The measures needed to address or manage the conflicts of interest will depend on relevant facts and circumstances of each case.

- 9.5. All directors and employees of NSL are obliged to disclose and report in writing as soon as practicably possible all potential and real conflicts of interest, stating in detail the facts, nature and extent of the conflict. This written report should be made as appropriate, either to the board, the employee's immediate supervisor(s) and/or executive director(s) and/or any other relevant parties as notified.
- 9.6. All directors and employees of NSL must take prompt action in eliminating the said conflict if requested to do so by NSL. NSL has the sole discretion in determining the nature of conflict of interests and the next steps or disciplinary action to be taken in relation to it.
- 9.7. Where it is found that a director or employee of NSL is engaged in any activity that constitutes a conflict of interests with NSL which provides personal and monetary gain, particularly where it is at the expense and loss of NSL, NSL is entitled to claim compensation for such unlawful profiteering from the conflict of interest, which for employees, may include deduction of the employee's salary until such payments are repaid in full or legal action against the employee.
- 9.8. External Board Membership: Employees of NSL are allowed to serve on the boards of government agencies or bodies and/or incorporated or unincorporated entities outside NSL only under exceptional circumstances, provided that prior written approval has been obtained from the Board of Directors. The exception to this is where such board appointments relate only to businesses or entities that were formed by non-profit organisations, such as social or community-related clubs or associations.
- 9.9. Political Activities:
- (a) All employees of NSL have the right to participate as individuals in the political process of their local jurisdiction provided that all acts pertaining to the same are carried out entirely of the employee's own volition, in his/her own time and using his/her own resources. The employee must ensure at all times that such activities do not and will not have any impact on his/her performance at the workplace.
 - (b) The employee must ensure that his/her political views are clearly communicated as his/her personal political views and that it is not reflective of the position adopted by NSL.
 - (c) If any employee of NSL has any interest or intends to hold any key position as an office bearer in any political party, this interest or intention must first be disclosed to his/her immediate supervisor and head of department.
 - (d) Any director of any company under NSL who has any interest or intends to hold any key position as an office bearer in any political party must disclose such interest or intention to the Managing Director.

- (e) Directors and employees of NSL are not permitted to endorse any political act, activity and/or event or political donation using NSL's name, reputation and/or connections.

(10) Insider Trading

- 10.1. Any director or employee of NSL who is in possession of market sensitive information is prohibited from trading in the securities of NSL Ltd or any other listed company if that information has not been made public. Foreign laws on insider trading may apply where the information concerns companies listed outside of Singapore.
- 10.2. This prohibition extends to any act of disclosing the insider information to another person, including family members and friends, if the employee knows or reasonably knows that the other person would make a trade in reliance on that information, even if the employee does not derive any economic benefit from the trade.
- 10.3. Generally, an "insider" refers to a person who is connected to a corporation and possesses information concerning that corporation that is not generally available but, if the information were generally available, a reasonable person would expect it to have a material effect on the price or value of securities of that corporation.
- 10.4. The scope of information is wide and includes inter alia:
 - (a) matters of supposition and other matters that are insufficiently definite to warrant being made known to the public;
 - (b) matters relating to the intentions or likely intentions of a person;
 - (c) matters relating to negotiations or proposals with respect to commercial dealings or dealing in security;
 - (d) information relating to the financial performance of NSL;
 - (e) information that a person proposes to enter into, or had previously entered into one or more transactions or agreements in relation to securities or has prepared or proposes to issue a statement relating to such securities; and
 - (f) matters relating to the future.
- 10.5. Employees are encouraged to consult with their manager or supervisor if they are uncertain of the status and nature of the information they possess.

(11) Anti-Bribery & Anti-Corruption

- 11.1. NSL conducts all business transactions and negotiations with transparency, and is determined to maintain a work and business environment where trust is of paramount importance. NSL has a zero tolerance policy for any form of bribery or corruption at any level.
- 11.2. All directors and employees of NSL are required to adhere to the Anti-Bribery & Anti-Corruption Policy (“ABC Policy”) which clearly sets out NSL’s policies in various matters that relate to bribery and corruption.
- 11.3. All companies under NSL and their directors and employees shall refrain from offering, promising, giving, demanding or receiving anything of value to them in the form of bribes and/or any other improper gratification.
- 11.4. All directors and employees of NSL must refrain from any acts of bribery which take the form of offering, promising, giving, demanding or receiving anything of value to or from anyone in the form of bribes, kickbacks and/or any other improper gratification (including gifts, hospitality and entertainment) to improperly influence the outcome of any transaction, whether it is for their own personal benefit or for the benefit of NSL.
- 11.5. NSL strictly does not tolerate any bribes given for purposes of obtaining or retaining business for NSL or providing an advantage to the businesses of NSL. NSL does not tolerate any such acts of bribery even in a personal capacity.
- 11.6. “**Gratification**” includes but is not limited to anything of monetary and non-monetary value or benefit to the person. Gratification can be money, donation, gift, loan, fee, reward, valuable security, property or interest in property, movable or immovable property, financial benefit, office, dignity, employment, contract of employment or services, agreement to give employment or render services in any capacity, any offer, undertaking or promise, whether conditional or unconditional, of any gratification, including favours or promise not to do something which is of value or beneficial to the recipient. Gratification does not have to be directly received by the director or employee, but it can also be received by anyone related to the director or employee that is beneficial, of value or advantageous to the employee.
- 11.7. Any gifts to be given by employees of NSL to any third parties, if at all, must only be under circumstances which are approved by the employee’s head of department or Human Resources Department. It should only be a token gift either for purposes of expressing appreciation or for customary and festive purposes. Such gifts should not at any material time, be given with the intention of obtaining any favour or hopes of retaining business or undue influence for obtaining future business from the recipient of the gifts.

- 11.8. NSL recognises that the practice of giving and receiving gifts varies between countries, regions, cultures and religions, so the definitions of what is acceptable and not acceptable will inevitably differ for each. When dealing with public officials, directors and employees of NSL should ensure that any giving or receiving of gifts do not relate to, in any form whatsoever, the public official's official dealings or public duty. At all material times, directors and employees are to ensure compliance with Laws of their respective jurisdictions, and the higher standard will be applicable to all directors and employees to avoid non-compliance of any Laws on anti-bribery or anti-corruption which may be applicable to NSL as a whole. "**Public officials**" are defined as any person who is a member, an officer, an employee or a servant of a public body.
- 11.9. In respect of any gifts, hospitality or entertainment in the commercial context:-
- (a) The intention behind giving or receiving the gift, hospitality or entertainment must always be considered first. It should never be for an improper motive to obtain or retain a business, or to obtain some form of benefit or advantage, whether it is for the business or for the individual employee;
 - (b) If an employee is unsure of how to consider the motive behind any gifts, hospitality or entertainment offered, the employee must always disclose and refer the matter to his/her immediate supervisor or head of department to obtain advice and also approval before proceeding;
 - (c) Employees of NSL are not allowed to give or receive any gratification, gifts, hospitality or entertainment where it is for an improper purpose and can be deemed as a gratification, regardless of whether it is to benefit the employee individually or to benefit the business of any of NSL;
 - (d) An employee must obtain prior clearance and approval from his/her immediate supervisor and/or head of department before giving any gifts to or receiving any gifts from any person which is not of any improper motive;
 - (e) Where any gift is not improper and received before prior approval can be obtained, an employee must always disclose such gifts to the immediate supervisor and/or head of department, regardless of the value; and
 - (f) Where it is difficult or inappropriate to decline the offer of a gift (i.e. when meeting with an individual of a certain religion/culture who may take offence), the gift may be accepted but it must be declared and surrendered to the employee's immediate supervisor and/or head of department, who will assess the relevant circumstances and take the necessary steps, including returning the gift on the employee's behalf, where appropriate or required to do so.

11.10. Any employee of NSL that breaches the ABC Policy will be subject to disciplinary action including as stated in the ABC Policy.

(12) Anti-Money Laundering

- 12.1. "Money laundering" concerns the process of engaging with and/or concealing, directly or indirectly, the identity of the proceeds of illegal activities or converting the illegal proceeds to a legitimate source of income or asset.
- 12.2. All directors and employees of NSL are prohibited from dealing in any money laundering activities and must comply with the applicable Laws relating to anti-money laundering.
- 12.3. In the event that any director or employee has a reasonable suspicion of money laundering activities being conducted as part of NSL's business, the director or employee is expected to alert his/her immediate manager or supervisor to the same, and the director is expected to alert the Managing Director to the same.

(13) Whistleblowing

- 13.1. The Company encourages employees to raise genuine concerns, including the reporting of unlawful, unethical or questionable behaviour, in confidence and without risk of reprisal.
- 13.2. The policy covers, but is not limited to:
 - (a) abuse of power;
 - (b) bribery;
 - (c) breach of laws and statutory requirements;
 - (d) criminal activity;
 - (e) conflict of interest;
 - (f) danger to health and safety or the environment;
 - (g) sexual harassment;
 - (h) fraud;
 - (i) unauthorised and intentional overpayment to suppliers or under any contract;
 - (j) misuse of any property belonging to or utilised by NSL;
 - (k) gross negligence;
 - (l) theft or embezzlement; and/or
 - (m) (m) non-compliance with any of NSL's policies, including cover-up of any of the above in the workplace.
- 13.3. If any employee of NSL has concerns about any of the matters set out above or that the integrity of NSL is being compromised in any other way, the employee should bring this to the attention to the Whistleblowing Channel as

set out in the Whistleblowing Policy, which includes the line manager, head of department, Human Resources Manager or Legal.

- 13.4. NSL does not tolerate retaliation against employee for any genuine reports made in relation to any commission of misconduct as stated above by any employee of NSL.
- 13.5. All employees of NSL must exercise sound judgment to avoid baseless allegations. NSL does not tolerate use or abuse of the Whistleblowing Channel with the intention to scandalise. Employees who intentionally file false reports will be subjected to disciplinary action and possible termination.
- 13.6. External parties may submit any genuine whistleblowing reports with reasonable grounds or suspicion with evidence by email to legalabc@ytl.com.

Conduct in Public

(14) Responsible Corporate Citizenship

- 14.1. NSL conducts its businesses ethically, honestly, and in compliance with Laws.
- 14.2. NSL is committed to being a responsible employer and a good corporate citizen in line with our vision and values.

(15) Distribution of Non-NSL Related Materials and NSL's Bulletin Boards

- 15.1. All employees of NSL cannot distribute non-NSL related materials during their working hours and on NSL's premises.
- 15.2. Bulletin boards are to be used purely for NSL's related announcements and related activities.
- 15.3. The acts of solicitation and/or distribution of any materials relating to the sale of any goods or services unrelated to NSL's business is strictly prohibited anywhere on any NSL's premises.

(16) Social Media Policy

- 16.1. Directors and employees are free to express their personal views as long as it is made clear that it is their personal views. Unless specifically authorised, directors and employees are not authorised to make any statements on behalf of NSL or any other statements that bring NSL's name and reputation into disrepute.
- 16.2. All directors and employees of NSL are reminded that any messages or posts made online are presumed to be public and permanent. Online messages or

posts can be copied, forwarded or subpoenaed and the original publisher will have no control over the ultimate use, distribution and/or publication of the message or post. As such, all directors and employees are strongly encouraged to exercise discretion at all times when using and publishing on online platforms and must not disclose any of NSL's confidential information and non-public information including photographs.

- 16.3. Directors and employees must not use NSL's logos, pictorial images related to NSL and NSL's trademarks in their own personal social media accounts.

(17) Press Release and Public Statements

- 17.1. All queries and/or requests made by members of the third party media outlets are to be directed to the Head, Corporate Communications to ensure that a consistent and professional approach is adopted when addressing all external media queries.
- 17.2. All directors and employees of NSL are not permitted to make any public releases or public statements on behalf of NSL, whether orally, in writing or otherwise, without having obtained prior written approval from the Managing Director.

(18) Business Associates

- 18.1. NSL works with a vast network of business associates and partners across the region. Whilst they are not employees of NSL, we expect them to have policies and principles consistent with the ABC Policy in all their business dealings whether with NSL, on behalf of NSL, or any business dealings which are related to NSL. In the absence of having their own anti-bribery and anti-corruption policies within their organisation, all business associates and partners of NSL are required to comply with NSL's ABC Policy.
- 18.2. NSL has zero tolerance of business associates, partners, suppliers and contractors who do not conduct themselves in accordance to the principles of the ABC Policy where it brings disrepute or legal implications to NSL. Any non-compliance with the principles of the ABC Policy by any business associate, partner, supplier or contractor may lead to the review and/or termination of the agreement with such party.
- 18.3. Where applicable in the relevant jurisdictions and industries that NSL retains a dominant position in its operations or business dealings, all relevant employees shall reflect proper business practices, agreements and arrangements with business associates in compliance with Laws on fair competition or anti-trust

laws, including any internal policies, practices and guidelines to maintain fair dealing and competition.

Other Environmental, Social and Governance (ESG) Priorities

All employees are expected to conduct themselves at work in a manner which supports NSL's ESG priorities and commitments

(19) Employment, Human Rights and Ethics

19.1. NSL is committed to professionalism and ethical integrity in all of business dealings and operations.

19.2. NSL is committed to continually address and assess the following employment and hiring policies:-

- (a) any human trafficking or modern slavery, or any employment of minors contrary to the laws of Singapore or any form of child labour are strictly prohibited;
- (b) employees are hired on the principles of freely-chosen employment and there shall be no forced labour imposed on any person at any level of work within NSL's business units;
- (c) employee hiring is conducted through a fair and transparent process based on merit and suitability of the candidate for the job, taking into consideration of NSL's policy of non-discrimination under this Code;
- (d) employees are granted flexibility to express their opinions freely and safely through their line managers and via suitable platforms such as employee engagement surveys, the company intranet and HR communication channels. Feedback and constructive criticisms are treated with respect and confidentiality, and raised or cascaded to the relevant parties for follow up and action;
- (e) employees are not prevented from being associated with any external bodies or entities, so long as such association does not jeopardise the reputation of NSL, represent a conflict of interest for the employee and/or hinder their performance at work;
- (f) employees are afforded fair employment working hours, treatment, benefits and rights for their health and well-being in accordance with the relevant employment Laws; and
- (g) employees are ensured the right to minimum wage, fair compensation, freedom of association and collective bargaining, and timely payment of monthly remuneration in accordance with employment Laws.

(20) Commitment to the Environment

- 20.1. NSL firmly believes that sustainability is a key driver for future business growth. Focusing on sustainable development allows NSL to adapt its corporate culture to meet the long-term challenges of its businesses. NSL is committed to carrying out its business activities in an environmentally responsible and sustainable manner in order to minimize the environmental impact of its business activities.
- 20.2. Employees of NSL are responsible for demonstrating prudent environmental behaviours and reporting potential environmental risks.
- 20.3. Employees, suppliers, contractors and third parties shall ensure that all work performed for NSL align with the principles of NSL's Climate and Environmental Protection Policy. Site leadership teams have the additional responsibility to ensure everyone working at NSL's premises or property or those occupied by NSL have read, understood and takes measures to comply with such policy.

(21) Ethical Supply Chain

- 21.1. To empower communities and reduce emissions, NSL is committed to engaging local suppliers and providing employment to locals at all locations where possible.
- 21.2. NSL expects contractors and suppliers (and their respective contractors, subcontractors or suppliers) (collectively, "**Suppliers**") to practice good governance and to be responsible and ethical in their business dealings, including in the following areas:-
 - (a) fully comply with environmental regulations in all business activities;
 - (b) strive to continuously improve the environmental footprint of their activities;
 - (c) fully comply with all local health and safety laws, regulations, guidelines and recommendations, and provide their full support towards governmental or regulatory authorities or bodies;
 - (d) ensure safe working conditions for their employees, contractors, suppliers and other stakeholders.
 - (e) fully comply with local laws, regulations and guidelines, particularly for those on human rights and labour; and
 - (f) adhere to Laws on protection of personal data and confidential information.

(22) Compliance and Review of the Code

- 22.1. Where there is any uncertainty for any practices which relate to the Code, employees must always seek the advice of their supervisor or head of department. Where such uncertainty persists and is not resolved, they should direct their concerns to the Human Resources and/or Legal departments.
- 22.2. The Code will be reviewed from time-to-time to ensure that it continues to remain relevant, appropriate and effective in the enforcement of the principles herein and to ensure continued compliance with prevailing Laws.
- 22.3. All directors and employees of NSL are responsible to keep themselves up-to-date with the Code, and the latest policies and processes of NSL and their relevant workplace(s), and to ensure that the highest standards of compliance are followed. There is no tolerance for non-compliance with the Code.



HOME

ABOUT US

ACTIVITIES

INVESTOR RELATIONS

SINCE 1985
SUSTAINING THE FUTURE

Global Privacy Policy

SCROLL DOWN

Personal Data Protection Notice for YTL Corporation Berhad Group

YTL Corporation Berhad ("YTL") together with its subsidiaries, affiliates, related and associated companies (collectively "YTL Group" and any reference to "we", "us" or "our" shall include any member of the YTL Group) respects and is committed to the protection of your personal data and your privacy. This Personal Data Protection Notice ("Privacy Notice") explains how the YTL Group collects and handles your personal data in accordance with the Personal Data Protection Act 2010 of Malaysia. Please note that YTL may amend this Privacy Notice at any time without prior notice and will notify you of any such amendment via our website or by such other means of communication as deemed suitable by YTL.

For residents of the European Economic Area (EEA), please click on [EEA Appendix](#) for additional information regarding YTL Group's use of your personal data.

(1) Personal Data

1.1 Type of personal data

Personal data means any information which relates to you (or in the case of a third party as authorized by such third party) and which was collected or provided to the YTL Group for any of the purposes stated in Section (2) below ("Purposes").

Your personal data may include, but is not limited to, your name, NRIC number, passport number, contact details (such as phone number and email address), financial and banking account details, occupation, citizenship, information in audio and/or video format (including voice, video recording, closed-circuit television ("CCTV") or security recording), images (including photographs) and location tracking/global positioning system ("GPS") information.

1.2 Source of personal data

- i. Customer or potential customer: The YTL Group, whether directly or through our authorized agents and representatives, collects your personal data whether directly from you or indirectly from third parties such as our authorised agents, dealers or representatives, your legal representatives, agents (e.g. travel agents), credit reporting agencies and/or your employer when you whether directly or through your legal representatives, agents and/or employers provide your personal data to the YTL Group in any manner in connection with any transaction, arrangements and/or enquiries made with the YTL Group including when you send us completed enquiry, application and/or registration forms via various means, including online and physical hardcopies at public venues or in any of our premises. Your personal data may also be collected from cookies through the use of our website.
- ii. Vendor, supplier, tenant or service provider: The YTL Group, whether directly or through our authorized agents and representatives, collects your personal data directly from you or indirectly from third parties such as your employer, authorized agents or credit reporting agencies when you enter into any transactions or arrangements with the YTL Group, including in connection with the supply or proposed supply of products or services, when you send us completed enquiry and/or credit application forms via various means, including online and physical hardcopies. Your personal data may also be collected from cookies through the use of our website.

1.3 Obligatory personal data

All information requested for in the relevant forms and documents is obligatory to be provided by you unless stated otherwise.

Should you fail to provide the obligatory information, we may be unable to process your request and/or provide you with relevant services and products.

(2) Purposes of collecting and further processing (including disclosing) your personal data

- i. Customer or potential customer: Your personal data is collected and further processed by the YTL Group as required or permitted by law and to give effect to your requested commercial transaction, including the following:
 - to assess and process your request for our products and services;
 - to establish your identity and background;
 - to facilitate your participation in, and our administration of, any events including contests, promotions or campaigns;
 - to administer and communicate with you in relation to our products, services and/or events;
 - to process any payments related to our products and services requested by you;
 - to conduct credit reference checks and establish your credit worthiness, where necessary, in providing you with the requested products and services;
 - for insurance purposes;
 - to apply for relevant travel visas in the event of overseas travelling;
 - to operate our premises in a manner which is physically safe, secure and befitting of health and safety requirements;
 - for internal investigations, compliance, audit or security purposes including without limitation for crime detection, prevention and prosecution;
 - to conduct research for internal marketing analysis and analysis of customer patterns and choices;
 - to better manage our business and your relationship with the YTL Group;
 - to respond to your enquiries and to resolve any issues and disputes which may arise in connection with any dealings with the YTL Group;
 - to protect or enforce our rights under any agreements which the YTL Group is a party to;
 - to transfer or assign our rights, interests and obligations under any agreement entered into with the YTL Group;
 - to comply with the YTL Group's legal and regulatory obligations in the conduct of its business including to meet any disclosure requirements of any law binding upon the YTL Group;
 - to contact you and/or provide you with information regarding our products, services, upcoming events, promotions, advertising, marketing and commercial materials which may be of interest to you;
 - to ensure that the contents on our website are presented in the most effective manner for you and for your computer and/or device;
 - for the YTL Group's internal records management; or
 - for any other purpose that is required or permitted by any laws, regulations and guidelines including the requirements of any governmental or regulatory authorities.

Where you have indicated your consent to receiving marketing or promotional updates from the YTL Group, you may opt-out from receiving such marketing or promotional material at

any time. You may select the "unsubscribe" option provided in our email blasts or you may contact YTL Group at the contact details provided in Section (6) below.

- ii. Vendor, supplier, tenant or service provider: Your personal data is collected and further processed by the YTL Group as required or permitted by law and to give effect to your requested commercial transaction, including the following:
- to assess and process your credit account application;
 - to assess your credit worthiness and conduct credit reference checks;
 - to administer and give effect to your commercial transaction (such as tender award, contract for service, tenancy agreement);
 - to process any payments related to your commercial transaction;
 - for insurance purposes;
 - for internal investigations, compliance, audit or security purposes (including without limitation for crime detection, prevention and prosecution);
 - to better manage our business and your relationship with the YTL Group;
 - to respond to your enquiries and to resolve any issues and disputes which may arise in connection with any dealings with the YTL Group;
 - to protect or enforce our rights under any agreements that any YTL Group member is a party to;
 - to transfer or assign our rights, interests and obligations under any agreement entered into with the YTL Group
 - to comply with the YTL Group's legal and regulatory obligations in the conduct of its business including to meet any disclosure requirements of any law binding upon the YTL Group;
 - to contact you and/or provide you with information regarding our products, services, upcoming events, promotions, advertising, marketing and commercial materials which may be of interest to you;
 - to ensure that the contents on our website are presented in the most effective manner for your and for your computer and/or device; and
 - for the YTL Group's internal records management.

Where you have indicated your consent to receiving marketing or promotional updates from the YTL Group, you may opt-out from receiving such marketing or promotional material at any time. You may select the "unsubscribe" option provided in our email blasts or you may contact YTL at the details provided in Section (6) below.

(3) Disclosure or transfer of personal data (within or outside of Malaysia)

3.1 Entities within YTL Group

Your personal data provided to us is processed by entities (within or outside of Malaysia) within the YTL Group (including related companies, subsidiaries, holding companies, associated companies and outsourcing partners).

The YTL Group will ensure that:

- access to your personal data is restricted to staff who are required to process your personal data in accordance with their respective job requirements; and
- only necessary information is released to the relevant employees.

3.2 Classes of third parties

Your personal data may be disclosed or transferred to relevant third parties (within or outside of Malaysia) as required under law, pursuant to relevant contractual relationship (for example, where we appoint third party service providers) or for the Purposes (or purposes directly related to Purposes).

In the event of a potential, proposed or actual sale/disposal of business or interest, acquisition, merger, re-organisation or funding exercise relating to any member of the YTL Group (**Transaction**), your personal data may be required to be disclosed or transferred to a third party as a result of the Transaction. You hereby acknowledge that such disclosure and transfer may occur and permit the YTL Group to release your personal data to such third parties and their advisers/representatives.

- i. Customer or potential customer: Your personal data may be disclosed to the following classes of third parties:
- Third parties appointed by us to provide services to us or on our behalf (such as banks or financial institutions, auditors, lawyers, company secretaries, printing companies, information technology (IT) system / software vendors, contractors, conference/training/event organiser, other advisers, travel agencies, credit reporting agencies and insurance companies);
 - Our business partners or affiliates who may jointly provide the service requested for (such as third party hotels or resorts, shopping mall tenants or applications resellers);
 - Foreign embassies (including agencies appointed by foreign embassies to carry out their services) if the YTL Group assists you in your visa application as part of your requested travel services;
 - Any financial institutions, merchants and credit card associations in connection with your use of any credit or debit card in any transactions made with us;
 - Law enforcement agencies including courts, tribunals or authorities, whether governmental or quasi-governmental having jurisdiction over the YTL Group;
 - Relevant governmental agencies, statutory authorities, management corporations, joint management bodies, industry regulators and local councils; and
 - Any persons, authorities or regulators to whom the YTL Group is permitted or required to disclose to under the laws of any country.
- ii. Vendor, supplier, tenant or service provider: Your personal data may be disclosed to the following classes of third parties:
- Third parties appointed by us to provide services to us or on our behalf (such as banks or financial institutions, auditors, lawyers, company secretaries, printing companies, IT system / software vendors, contractors, conference/training/event organisers, other advisers, travel agencies, credit reporting agencies and insurance companies);
 - Any financial institutions, merchants, credit card associations in connection with your use of any credit or debit card in any transactions made with us;
 - Law enforcement agencies including courts, tribunals or authorities, whether governmental or quasi-governmental having jurisdiction over the YTL Group;
 - Relevant governmental agencies, statutory authorities, industry regulators and local councils; and
 - Any persons, authorities or regulators to whom the YTL Group is permitted or required to disclose to under the laws of any country.

(4) Websites

4.1 Links to other sites

Content in any website of the YTL Group (**YTL Websites**) may include links to third party websites. The YTL Group is not responsible for the content on such linked third party websites and users should observe the separate privacy policies applicable to the respective third parties website.

4.2 Cookies

The YTL Group may collect information about your visits to the YTL Websites without you actively submitting such information. Unidentifiable information may be collected using various technologies, such as cookies, and web beacons. Cookies are small text files that are transferred to your computer's hard disk by a website. Web beacons (also referred to as GIF files, pixels or Internet tags) help the YTL Group recognise a unique cookie on your browser. Your internet browser automatically transmits to the YTL Group some of this unidentifiable information, such as the URL of the web site you just visited and the browser version your computer is operating.

Passive information collection technologies can make your use of the YTL Websites easier by allowing the YTL Group to provide better service, customise the YTL Websites based on

consumer preferences, compile statistics, analyse trends, and otherwise administer and improve the YTL Websites. Certain features of the YTL Websites may not work without use of passive information collection technologies. Information collected by these technologies cannot be used to identify you without additional identifiable information and the YTL Group will not collect additional identifiable information with information collected through the use of such tracking technologies.

(5) Right to access, correct or remove personal data

You have the right to access, correct or remove your personal data held by us subject always to certain exemptions and payment of the prescribed fee. We will make every endeavour to ensure your personal data is accurate and up to date and therefore we ask that if there are changes to your information you should notify us directly at the contact details set out in Section (6) below and identify the relevant entity/division within the YTL Group with whom you have dealing.

If you would like to access your personal data, please complete our data access form available at [here](#) and send us the completed form or query to the contact details in Section (6) below.

(6) Limiting the processing of personal data, further enquiries and complaints

If:

- you would like to obtain further information on how to limit the processing of your personal data;
- you have any further query; or
- you would like to make a complaint in respect of your personal data,

you may contact the following:

Designation : Personal Data Compliance Officer

Tel : +603 - 2038 0888

Email Address : legal@ytl.com.my

Fax : +603 - 2038 0388

Please state the nature of your relationship with the relevant entity/division within the YTL Group in your communications with us to facilitate the processing of your request.

(7) Conflict

In the event of any conflict between this English language Privacy Notice and its corresponding Bahasa Malaysia Privacy Notice, the terms in this English language Privacy Notice shall prevail.

Notis Perlindungan Data Peribadi Bagi Kumpulan YTL Corporation Berhad

YTL Corporation Berhad ("YTL"), bersama dengan subsidiari-subsidiarinya, syarikat-syarikat gabungannya, syarikat-syarikat yang berkaitan dengannya dan syarikat-syarikat bersekutunya (secara kolektif, "**Kumpulan YTL**" dan sebarang rujukan kepada "kami" adalah termasuk mana-mana ahli Kumpulan YTL), menghormati dan komited untuk melindungi data peribadi dan privasi anda. Notis Perlindungan Data Peribadi ("**Notis Privasi**") ini menjelaskan cara Kumpulan YTL mengumpul dan mengendalikan data peribadi anda mengikut Akta Perlindungan Data Peribadi 2010 Malaysia. Sila ambil perhatian bahawa YTL boleh meminda Notis Privasi ini pada sebarang masa tanpa notis terlebih dahulu dan akan memberitahu anda tentang sebarang pemindaan sebegitu melalui laman web kami atau melalui apa-apa cara komunikasi yang dianggap sesuai oleh YTL.

(1) Data Peribadi

1.1 *Jenis data peribadi*

Data peribadi bermakna sebarang data yang berkaitan dengan anda (atau dalam kes pihak ketiga yang telah diberi kuasa oleh pihak ketiga tersebut) yang dikumpul atau dibekalkan kepada Kumpulan YTL bagi tujuan-tujuan yang dinyatakan di Seksyen (2) di bawah ("**Tujuan-Tujuan Pemprosesan**").

Data peribadi anda boleh termasuk tapi tidak terhad kepada nama anda, nombor NRIC/pasport, butir-butir perhubungan, butir-butir kewangan dan akaun perbankan, pekerjaan, kewarganegaraan, maklumat dalam format audio dan/atau video (termasuk suara, rakaman video, rakaman-rakaman televisyen litar tertutup ("CCTV") atau rakaman keselamatan), imej (termasuk gambar) dan maklumat pengesanan lokasi / sistem kedudukan global ("GPS").

1.2 *Sumber data peribadi*

- Pelanggan atau bakal pelanggan: Kumpulan YTL, sama ada secara langsung atau melalui ejen-ejen dan wakil-wakil kami yang diberi kuasa, mengumpul data peribadi secara langsung daripada anda atau secara tidak langsung daripada pihak ketiga seperti ejen, pengedar atau wakil diberikuasa Kumpulan YTL, wakil-wakil anda di sisi undang-undang, agen-agen (seperti agen-agen pelancongan), agensi pelaporan kredit dan/atau majikan anda apabila anda secara lansung atau melalui wakil-wakil anda di sisi undang-undang, agen-agen dan/atau majikan membekalkan data peribadi anda kepada Kumpulan YTL dengan apa-apa cara yang berkaitan dengan mana-mana transaksi, pengaturan dan/atau pertanyaan yang dibuat dengan Kumpulan YTL termasuk apabila anda menghantar borang-borang pertanyaan, permohonan dan/atau pendaftaran yang telah siap diisi melalui pelbagai cara, termasuk salinan secara dalam talian dan fizikal di tempat-tempat awam atau di premis kami. Maklumat peribadi anda juga boleh dikumpul daripada cookies melalui penggunaan laman web kami.
- Penjual, pembekal, penyewa atau penyedia perkhidmatan: Kumpulan YTL, sama ada secara langsung atau melalui ejen-ejen dan wakil-wakil kami yang diberikuasa, mengumpul data peribadi secara langsung daripada anda atau secara tidak langsung daripada pihak ketiga seperti majikan anda, agen-agen yang diberikuasa atau agensi pelaporan kredit apabila anda menjalankan apa-apa transaksi atau pengaturan dengan Kumpulan YTL, termasuklah berkaitan dengan pembekalan atau pembekalan produk atau perkhidmatan yang dicadangkan, semasa anda menghantar borang-borang pertanyaan atau permohonan kredit yang telah siap diisi melalui pelbagai cara, termasuk salinan secara online dan fizikal. Maklumat peribadi anda juga boleh dikumpul daripada cookies melalui penggunaan laman web kami.

1.3 *Data peribadi wajib*

Semua data yang diminta dalam borang-borang dan dokumen-dokumen yang berkaitan adalah wajib untuk anda bekalkan melainkan dinyatakan sebaliknya.

Sekiranya anda gagal untuk membekalkan data wajib, kami mungkin tidak akan dapat memproses permintaan anda dan / atau memberikan anda perkhidmatan dan produk yang berkaitan.

(2) Tujuan-tujuan pengumpulan dan pemrosesan lanjut (termasuk penzahiran) data peribadi anda

i. Pelanggan atau bakal pelanggan: Data peribadi anda dikumpul dan diproses selanjutnya oleh Kumpulan YTL seperti yang diperlukan atau dibenarkan oleh undang-undang dan untuk melaksanakan transaksi komersial yang anda kehendaki, termasuk yang berikut:

- untuk menilai dan memproses produk dan perkhidmatan-perkhidmatan yang diminta;
- untuk mengenalpasti identiti dan latar belakang anda;
- untuk membolehkan penglibatan anda, dan pentadbiran kami, dalam mana-mana pertandingan, promosi atau kempen;
- untuk mengendali dan berkomunikasi dengan anda berkenaan dengan produk-produk, perkhidmatan-perkhidmatan dan/atau acara-acara kami;
- untuk memproses mana-mana bayaran yang berkenaan dengan produk atau perkhidmatan kami yang anda minta;
- untuk menjalankan pemeriksaan rujukan kredit dan menilai kelayakan kredit anda, jika perlu, bagi membekalkan anda dengan produk dan perkhidmatan yang diminta;
- untuk tujuan-tujuan insurans;
- untuk memohon visa-visa perlancongan bagi lawatan ke luar negara;
- untuk mengendali premis kami dengan suatu cara yang selamat secara fizikal, terjamin dan bersesuaian dengan keperluan-keperluan kesihatan dan keselamatan;
- untuk siasatan dalaman, pematuhan, audit atau tujuan-tujuan keselamatan termasuk dan tidak terhad kepada pengesahan dan pencegahan jenayah dan pendakwaan;
- untuk menjalankan penyelidikan bagi analisis pemasaran dalaman dan analisis corak dan pilihan pelanggan;
- untuk meningkatkan taraf pengurusan perniagaan kami dan hubungan anda dengan Kumpulan YTL;
- untuk menjawab pertanyaan anda dan untuk menyelesaikan apa-apa isu dan pertikaian yang mungkin timbul yang berkaitan dengan apa-apa urusan Kumpulan YTL;
- untuk melindungi atau menguatkuasakan hak-hak kami di bawah apa-apa perjanjian di mana Kumpulan YTL merupakan salah satu pihak;
- untuk memindahkan atau menyerahkan hak kami, kepentingan dan obligasi di bawah apa-apa perjanjian yang dibuat dengan Kumpulan YTL;
- untuk mematuhi obligasi-obligasi undang-undang dan kawal selia Kumpulan YTL dalam pelaksanaan perniagaannya termasuk untuk mematuhi apa-apa keperluan penzahiran di bawah apa-apa undang-undang yang mengikat Kumpulan YTL;
- untuk menghubungi dan/atau membekalkan anda dengan informasi berkenaan produk-produk, perkhidmatan-perkhidmatan, acara-acara akan datang, promosi, pengiklanan, pemasaran dan bahan-bahan komersial yang kami rasa dapat menarik minat anda;
- untuk memastikan kandungan laman web kami ditunjukkan dalam cara yang paling berkesan untuk anda dan komputer dan/atau peranti anda;
- untuk pengurusan rekod dalaman Kumpulan YTL; atau
- untuk apa-apa tujuan lain yang dikehendaki atau dibenarkan oleh mana-mana undang-undang, peraturan dan garis panduan termasuk kehendak mana-mana badan kerajaan atau pihak berkuasa.

Di mana anda telah menunjukkan persetujuan anda untuk menerima maklumat terkini tentang pemasaran dan promosi daripada Kumpulan YTL, anda boleh memilih untuk dikeluarkan daripada menerima bahan pemasaran atau promosi sebegini pada bila-bila masa. Anda boleh memilih pilihan "unsubscribe" yang dibekalkan dalam e-mel yang dihantar oleh kami atau anda boleh menghubungi YTL melalui butir-butir hubungan yang dibekalkan dalam Seksyen (6) di bawah.

ii. Penjual, pembekal, penyewa atau penyedia perkhidmatan: Data peribadi anda dikumpul dan diproses selanjutnya oleh Kumpulan YTL seperti yang diperlukan atau dibenarkan oleh undang-undang dan untuk melaksanakan transaksi komersial yang anda kehendaki, termasuk yang berikut:

- untuk menilai dan memproses aplikasi kredit anda;
- untuk menilai kelayakan kredit anda dan menjalankan pemeriksaan rujukan kredit;
- untuk mentadbir dan melaksanakan transaksi komersial anda (seperti pemberian tender, kontrak untuk perkhidmatan, perjanjian penyewaan);
- untuk memproses sebarang bayaran yang berkaitan dengan transaksi komersial anda;
- untuk tujuan-tujuan insurans;
- untuk siasatan dalaman, pematuhan, audit atau tujuan-tujuan keselamatan termasuk dan tidak terhad kepada pengesahan dan pencegahan jenayah dan pendakwaan;
- untuk meningkatkan taraf pengurusan perniagaan kami dan hubungan anda dengan Kumpulan YTL;
- untuk menjawab pertanyaan anda dan untuk menyelesaikan apa-apa isu dan pertikaian yang mungkin timbul yang berkaitan dengan apa-apa urusan Kumpulan YTL;
- untuk melindungi atau menguatkuasakan hak-hak kami di bawah mana-mana perjanjian di mana Kumpulan YTL merupakan salah satu pihak kepada;
- untuk memindahkan atau menyerahkan hakkepentingan dan obligasi kami di bawah apa-apa perjanjian yang dibuat dengan Kumpulan YTL;
- untuk mematuhi obligasi-obligasi undang-undang dan kawal selia Kumpulan YTL dalam pelaksanaan perniagaannya termasuk untuk mematuhi apa-apa keperluan penzahiran di bawah apa-apa undang-undang yang mengikat Kumpulan YTL;
- untuk menghubungi dan/atau membekalkan anda dengan informasi berkenaan produk-produk, perkhidmatan-perkhidmatan, acara-acara akan datang, promosi, pengiklanan, pemasaran dan bahan-bahan komersial kami yang kami rasa dapat menarik minat anda;
- untuk memastikan kandungan laman web kami ditunjukkan dalam cara yang paling berkesan untuk anda dan komputer dan/atau peranti anda; dan
- untuk pengurusan rekod dalaman Kumpulan YTL.

Di mana anda telah menunjukkan persetujuan anda untuk menerima maklumat terkini tentang pemasaran dan promosi daripada Kumpulan YTL, anda boleh memilih untuk dikeluarkan daripada menerima bahan pemasaran atau promosi sebegini pada bila-bila masa. Anda boleh memilih pilihan "unsubscribe" yang dibekalkan dalam e-mel yang dihantar oleh kami atau anda boleh menghubungi Kumpulan YTL melalui butir-butir yang dibekalkan dalam Seksyen (6) di bawah.

(3) Penzahiran atau pemindahan data peribadi (di dalam atau di luar Malaysia)

3.1 Entiti-entiti dalam Kumpulan YTL

Data peribadi anda yang dibekalkan kepada kami adalah diproses oleh entiti-entiti (di dalam atau di luar Malaysia) dalam Kumpulan YTL (termasuk syarikat-syarikat berkaitan, subsidiari-subsidiari, syarikat-syarikat induk, syarikat-syarikat bersekutu dan rakan-rakan kongsi khidmat luaran).

Kumpulan YTL akan memastikan bahawa:

- akses ke data peribadi anda terhad kepada kakitangan-kakitangan yang diperlukan untuk memproses data peribadi anda mengikut keperluan-keperluan tugas mereka masing-masing; dan
- hanya data yang diperlukan akan dizahirkan kepada pekerja-pekerja berkenaan.

3.2 Kelas pihak-pihak ketiga

Data peribadi anda mungkin dizahirkan atau dipindahkan kepada pihak-pihak ketiga yang berkaitan (sama ada di dalam atau di luar Malaysia) seperti yang diperlukan di bawah undang-undang, menurut hubungan kontrak yang berkenaan (sebagai contoh, di mana kami melantik pembekal-pembekal perkhidmatan pihak ketiga) atau untuk Tujuan-Tujuan Pemrosesan (atau tujuan yang berkaitan secara langsung dengan Tujuan-Tujuan Pemrosesan).

Dalam keadaan suatu penjualan/pelupusan perniagaan, perolehan, penggabungan, penyusunan semula atau aktiviti pendanaan yang berpotensi, dirancang atau sebenar yang berkaitan dengan ahli-ahli Kumpulan YTL (**Transaksi**), data peribadi anda mungkin diperlukan untuk didedahkan atau dipindah kepada suatu pihak ketiga akibat daripada Transaksi tersebut. Anda

dengan ini mengaku bahawa penzahiran dan pemindahan sebegini boleh berlaku dan membenarkan Kumpulan YTL untuk menzahirkan data peribadi anda kepada pihak-pihak ketiga tersebut dan penasihat-penasihat/wakil-wakilnya.

i. Pelanggan atau bakal pelanggan: Data peribadi anda mungkin akan dizahirkan kepada kelas-kelas pihak ketiga berikut:

- Pihak-pihak ketiga yang kami lantik untuk membekalkan perkhidmatan-perkhidmatan kepada kami atau bagi pihak kami (seperti bank atau institusi kewangan, juruaudit, peguam-peguam, setiausaha-setiausaha syarikat, syarikat-syarikat percetakan, penjual-penjual sistem teknologi maklumat / perisian, kontraktor-kontraktor, penganjur-penganjur mesyuarat/latihan/acara, penasihat-penasihat lain, agensi pelancongan, agensi pelaporan kredit dan syarikat-syarikat insurans);
- Rakan-rakan kongsi perniagaan atau gabungan yang mungkin akan bersama menyediakan perkhidmatan yang diminta (seperti hotel atau resort, penyewa pusat membeli-belah atau wakil jualan aplikasi);
- Kedutaan asing (termasuk agensi yang dilantik oleh kedutaan asing untuk menjalankan perkhidmatan mereka) jika Kumpulan YTL membantu anda dalam permohonan visa anda sebagai sebahagian daripada perkhidmatan pelancongan yang diminta;
- Mana-mana institusi kewangan, pedagang dan persatuan-persatuan kad kredit yang berkaitan dengan penggunaan mana-mana kad kredit atau kad debit dalam mana-mana transaksi yang dibuat dengan kami;
- Agensi-agensi penguatkuasaan undang-undang termasuk mahkamah, tribunal atau pihak berkuasa, sama ada kerajaan atau separa kerajaan yang mempunyai bidang kuasa ke atas Kumpulan YTL;
- Agensi-agensi kerajaan, badan berkanun, pengawal selia industri dan majlis-majlis tempatan yang berkaitan; dan
- Mana-mana orang, pihak berkuasa atau pengawal selia di mana Kumpulan YTL dibenarkan atau dikehendaki untuk mendedahkan kepada di bawah undang-undang mana-mana negara.

ii. Penjual, pembekal, penyewa atau penyedia perkhidmatan: Data peribadi anda mungkin akan dizahirkan kepada kelas-kelas pihak ketiga berikut:

- Pihak-pihak ketiga yang kami lantik untuk membekalkan perkhidmatan-perkhidmatan kepada kami atau bagi pihak kami (seperti bank atau institusi-institusi kewangan, juruaudit, peguam-peguam, setiausaha-setiausaha syarikat, syarikat-syarikat percetakan, penjual sistem teknologi maklumat / perisian, kontraktor-kontraktor, penganjur-penganjur mesyuarat/latihan/acara, penasihat-penasihat lain, agensi pelancongan, agensi pelaporan kredit dan syarikat-syarikat insurans);
- Mana-mana institusi kewangan, pedagang, persatuan-persatuan kad kredit yang berkaitan dengan penggunaan mana-mana kad kredit atau kad debit dalam mana-mana transaksi yang dibuat dengan kami;
- Agensi-agensi penguatkuasaan undang-undang termasuk mahkamah, tribunal atau pihak berkuasa, sama ada kerajaan atau separa kerajaan yang mempunyai bidang kuasa ke atas Kumpulan YTL;
- Agensi-agensi kerajaan, badan-badan berkanun, syarikat pengurusan, badan-badan pengurusan bersama, pengawal selia industri dan majlis-majlis tempatan yang berkaitan; dan
- Mana-mana orang, pihak berkuasa atau pengawal selia di mana Kumpulan YTL dibenarkan atau dikehendaki untuk mendedahkan kepada di bawah undang-undang mana-mana negara.

(4) Laman Web

4.1 Pautan ke laman-laman web yang lain

Kandungan di dalam mana-mana laman web Kumpulan YTL (**Laman Web YTL**) mungkin termasuk pautan kepada laman web pihak ketiga. Kumpulan YTL tidak bertanggungjawab untuk kandungan laman web pihak ketiga yang dipautkan dan pengguna patut memerhatikan dasar privasi laman web pihak ketiga masing-masing.

4.2 Cookies

Kumpulan YTL mungkin mengumpul data mengenai lawatan anda ke Laman Web YTL tanpa anda menyerahkan data tersebut secara aktif. Data yang tidak dapat dikenal pasti mungkin dikumpulkan menggunakan pelbagai teknologi, seperti cookies dan "web beacon". Cookies adalah fail teks kecil yang dipindahkan ke cakera keras komputer anda oleh sesuatu laman web. "Web beacon" (juga dirujuk sebagai fail GIF, piksel atau tag Internet) membantu Kumpulan YTL mengenali 'cookie' unik pada pelayar laman web anda. Pelayar internet anda akan menghantar data yang tidak dikenal pasti ini secara automatik kepada Kumpulan YTL, seperti URL laman web yang anda baru melawat dan versi pelayar internet komputer anda yang sedang beroperasi.

Teknologi pengumpulan data pasif boleh membuat penggunaan Laman Web YTL lebih mudah dengan membolehkan Kumpulan YTL untuk menyediakan perkhidmatan yang lebih baik, menyesuaikan Laman Web YTL berdasarkan keutamaan anda, menyusun statistik, menganalisis trend, dan mentadbir dan menambahbaikkan Laman Web YTL. Ciri-ciri tertentu Laman Web YTL mungkin tidak boleh berfungsi tanpa menggunakan teknologi pengumpulan data pasif. Data yang dikumpulkan oleh teknologi ini tidak boleh digunakan untuk mengenal pasti anda tanpa data tambahan dan Kumpulan YTL tidak akan mengumpul data tambahan yang boleh mengenal pasti anda melalui data yang dikumpulkan dengan penggunaan teknologi pengesanan seperti tersebut.

(5) Hak untuk akses dan meminda data peribadi

Anda berhak untuk mengakses dan meminda data peribadi anda yang kami pegang tertakhluk selalunya kepada pengecualian-pengecualian yang tertentu dan bayaran yang ditetapkan. Kami akan melakukan segala usaha untuk memastikan bahawa data peribadi anda adalah tepat dan terkini, justeru kami meminta agar anda terus memaklumi kami melalui butiran hubungan di Seksyen (6) di bawah sekiranya terdapat sebarang perubahan dalam data anda dan mengenal pasti entiti / bahagian yang berkenaan dalam Kumpulan YTL yang anda telah berurusan.

Sekiranya anda ingin mengakses data peribadi anda, sila lengkapkan borang akses data yang boleh didapati di [sini](#) dan hantar borang yang telah siap diisi atau pertanyaan ke butir-butir perhubungan dalam Seksyen 6 di bawah.

(6) Pengehadan pemprosesan data peribadi, pertanyaan lanjut dan aduan

Sekiranya:

- anda ingin mendapatkan data lanjut tentang cara untuk menghadkan pemprosesan data peribadi anda;
- anda mempunyai pertanyaan lanjut; atau
- anda ingin membuat suatu aduan berkenaan dengan data peribadi anda,

anda boleh menghubungi yang berikut:

Jawatan : Personal Data Compliance Officer

Tel : +603 - 2038 0888

Alamat Emel : legal@ytl.com.my

Faks : +603 - 2038 0388

Sila nyatakan hubungan anda dengan entiti / bahagian yang berkenaan dalam Kumpulan YTL dalam komunikasi anda dengan kami untuk memudahkan pemprosesan permintaan anda.

(7) Konflik

Dalam keadaan berlakunya sebarang konflik antara Notis Privasi ini dalam Bahasa Inggeris dengan Notis Privasi ini dalam Bahasa Malaysia, terma-terma Notis Privasi dalam Bahasa Inggeris akan diguna pakai.

The Journey Continues...

About Us

About YTL Corporation
Berhad
Financial Reports
Awards
Governance

Key Activities

Utilities
Operation and Maintenance (O&M) Activities
Cement Manufacturing
Construction Contracting
Property Development
Hotels and Resorts
Technology
REIT
Education

Investor Relations

Press Releases
Company Announcement
Notice to Shareholders
Meetings

Sustaining the Future

Sustainability
YTL Foundation
Carbon Consulting

Worldwide
Contact Us
Careers



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EEA Appendix

Provisions applicable to European Economic Area (EEA) residents

This Appendix applies if you are residing within the EEA and should be read in addition to our Privacy Notice. This Appendix sets out the additional information that we are obliged to provide to you in respect of how and why YTL collects, stores, uses and shares your personal information, together with the rights that you have in respect of the processing of your personal data under the General Data Protection Regulation and any applicable local laws. This Appendix shall take precedence to the extent it conflicts with any provision in the main body of the Privacy Notice.

(1) Who we are

The YTL Group is made up of different legal entities. This privacy policy is issued on behalf of the YTL Group so when we mention "YTL", "we", "us" or "our" in this Appendix, we are referring to the relevant company in the YTL Group responsible for processing your data. We will let you know which entity will be the controller for your data when you purchase a product or service with us. You can also find details on the YTL entities that process your data [here](#).

We have appointed a personal data compliance officer who is responsible for overseeing questions in relation to our Privacy Notice. If you have any questions about this Appendix, including any requests to exercise your legal rights, please contact the personal data compliance officer:

Via email: legal@ytl.com.my
Via post: Personal Data Compliance Officer
33rd Floor, Menara YTL,
205, Jalan Bukit Bintang
55100 Kuala Lumpur

You have the right to make a complaint at any time to the supervisory authority in the Member State of your residence. We would, however, appreciate the chance to deal with your concerns before you approach the relevant supervisory authority so please contact us in the first instance.

(2) The personal data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data). We collect the personal data set out in section 1 (Personal Data) of the main body of this Privacy Notice. We may also collect personal data such as your travel details, stay preferences and stay history, dietary requirements, date of birth, car registration number and any other personal data that you choose to provide to us during your stay.

If you submit any Personal Data about other people to us (such as reservations for accompanying guests or children), you represent that you have the authority to do so and you permit us to use the data in accordance with our Privacy Notice.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate information about how you use our website, products and services to calculate the percentage of users accessing a specific website feature or service. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Privacy Notice.

There are "Special Categories" of more sensitive personal data which require a higher level of protection, such as racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union memberships, genetic and biometric data, data concerning health and data concerning a person's sex life or sexual orientation.

We may also collect, store and use the following "special categories" of more sensitive personal information when you use certain facilities or services that we offer:

Information about your health, including any medical condition, injury, health and sickness records. We will ask for your explicit consent to process this personal data at the point at which it is collected.

(3) The purposes and lawful basis for processing your personal data

We process your personal data for the purposes set forth in section (2) of the main body of this Privacy Notice. We will only use your personal data when the law allows us to and most commonly, in accordance with one or more of the legal bases as follows:-

Where we need to perform the contract we are about to enter into or have entered into with you. For instance when you stay in one of our properties or purchase other products or services from us we need certain information from you in order to perform our agreement with you.

Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests. We will use your personal data to help us with the operation and administration of our business. This helps us to provide you with the best possible experience and develop and improve our products and services.

Where we need to comply with a legal or regulatory obligation.

[Click here](#) to find out more about the types of lawful basis that we will rely on to process your personal data.

Generally, we do not rely on consent as a legal basis for processing your personal data except in certain circumstances and for specific purposes. We will get your consent before sending direct marketing communications to you via email or text message. You have the right to withdraw consent at any time by contacting us or unsubscribing to marketing emails.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law. In addition, we may also use your personal data where it is necessary to protect your vital interests (or someone else's vital interests).

(4) Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We have established the following personal data control mechanisms:

Promotional offers from us

We may use your personal data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing). With your consent, we may make automated decisions (meaning without human interference), using segmentation and/or your specific personal data to offer you certain benefits based on your characteristics, geography, behaviour, or demographics.

You will receive marketing communications from us if you have opted in to do so.

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

Opting out

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, experience or other transaction.

(5) International transfers

Like most international businesses, we have centralized certain aspects of our data processing activities in accordance with applicable laws which in some instances will result in the transfer of your personal data outside the European Economic Area (EEA) within YTL Group.

In addition, some of our external third parties are based outside the EEA so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission.

Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe.

Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

(6) Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

(7) Data retention

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or

disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

Details of retention periods for different aspects of your personal data are available in our retention policy which you can request from us by contacting us.

In some circumstances you can ask us to delete your data: see your legal rights below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

(8) Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

[Request access to your personal data](#)

[Request correction of your personal data](#)

[Request erasure of your personal data](#)

[Object to processing of your personal data](#)

[Request restriction of processing your personal data](#)

[Request transfer of your personal data](#)

[Right to withdraw consent](#)

If you wish to exercise any of the rights set out above, please contact us at legal@ytl.com.my or by post at the address in [Section 1](#).

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

(9) Glossary

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal obligation means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

YOUR LEGAL RIGHTS

You have the right to:

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

If you want us to establish the data's accuracy.

Where our use of the data is unlawful but you do not want us to erase it.

Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.

You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

(10) List of YTL Entities

YTL Corporation Berhad

Company number: 198201012898 (92647-H)

Registered office: 33rd Floor, Menara YTL, 205, Jalan Bukit Bintang 55100 Kuala Lumpur

YTL Hotel Management Saint Tropez SARL (Muse Hotel)

Company number: 502 293 582 00016

Registered office: 364 Chemin de Val de Rian, 83350, Ramatuelle, France.

YTL Hotels Tropez SARL

Company number: 501 289 672 00013

Registered office: 364 Chemin de Val de Rian, 83350, Ramatuelle, France.

Thermae Development Company Limited t/a Thermae Bath Spa

Company number: 03448628

Registered office: Wessex Water Operations Centre, Claverton Down Road, Claverton Down, Bath, BA2 7WW

The Gainsborough Hotel (Bath) Limited t/a The Gainsborough Bath Spa

Company number: 07958532

Registered office: Wessex Water Operations Centre, Claverton Down Road, Claverton Down, Bath, BA2 7WW

RW Threadneedle Street Limited t/a Threadneedles Hotel

Company number: 07454539

Registered office: Wessex Water Operations Centre, Claverton Down Road, Claverton Down, Bath, BA2 7WW

RW Gower Street Limited t/a The Academy Hotel

Company number: 07454529

Registered office: Wessex Water Operations Centre, Claverton Down Road, Claverton Down, Bath, BA2 7WW

RW Greenside Place Limited t/a as The Glasshouse Hotel

Company number: 07454533

Registered office: Wessex Water Operations Centre, Claverton Down Road, Claverton Down, Bath, BA2 7WW

New Architecture (Bray) Limited t/a Monkey Island Estate

Company number: 06348279

Registered office: Wessex Water Operations Centre, Claverton Down Road, Claverton Down, Bath, BA2 7WW

The Journey Continues...

About Us

About YTL Corporation Berhad
Financial Reports
Awards
Governance

Key Activities

Utilities
Operation and Maintenance (O&M) Activities
Cement Manufacturing
Construction Contracting
Property Development

Investor Relations

Press Releases
Company Announcement
Notice to Shareholders
Meetings

Sustaining the Future

Sustainability
YTL Foundation
Carbon Consulting
Worldwide



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NSL Climate and Environmental Protection Policy

We firmly believe that sustainability is a key driver to future business growth. Focusing on sustainable development allows us to adapt our corporate culture to meet the long-term challenges of our business. We are committed to carrying out our business activities in an environmentally responsible and sustainable manner and to minimise the environmental implications of our activities.

Our Commitment:

- **Compliance:** Adhere to environmental laws, regulations, and standards.
- **Minimise Impact on Climate Change:** Develop and promote sustainable products. Reduce greenhouse gas emissions by improving manufacturing processes, employ energy-efficient equipment, and promote the use of alternative fuels, alternative raw materials, and renewable energy with reduced carbon footprints.
- **Sustainable Operation:** Promote resource conservation with reduce, reuse and recycling. Progressively reduce waste disposal to landfills. Maximise water efficiency by managing water consumption, utilising sustainable water sources such as recycling water for reuse. Ensure that waste and wastewater from our activities are managed in compliance with legal requirements.
- **Biodiversity Management:** Promote awareness and invest in programmes that conserve biodiversity.
- **Sustainable Sourcing:** Engage with our suppliers to promote greater environmental responsibility and good environmental management practices, to minimise potential climate and environmental impact.
- **Communication:** Maintain open and effective communication channels with our employees, contractors, customers, the community, and stakeholders who work with us.
- **Performance:** Translate our commitments into actions. Integrate our ESG goals into day-to-day operations and set clear targets to monitor our progress.
- **Continuous Improvement:** Seek to improve and develop processes, tools, and capabilities that will guide our teams to achieve sustainability targets.

Everyone who works for the company is responsible for demonstrating correct environmental behaviours and reporting potential environmental risks. This includes employees, suppliers, contractors, and third parties.



Dato' Sri Michael Yeoh
Group Managing Director

Date Updated (04.02.2025)