



L&P Global Berhad

Registration No. 202101028085 (1428385-M)

(Incorporated in Malaysia)

CONFLICT OF INTEREST POLICY

Revision History

Version	Description	Prepared by:	Reviewed by:	Approved by:	Effective Date
000	Approval of Policy	Ow CK	Executive Directors	Board of Directors	27/04/22
001	Amendments pursuant to Issuance of ICN1/2023 Guidance on COI	Ow CK	Executive Directors	Board of Directors	27/02/24

CONFLICT OF INTEREST (“COI”) POLICY

1.0 OBJECTIVE

1.1 Consistent with L&P Global Berhad (“**L&P**” or “**the Company**”) and its group of subsidiaries (“**the Group**” or “**L&P Group**”) principles in Code of Conduct and Ethics, L&P is committed to highest standards of integrity and responsible corporate governance, ensuring appropriate internal controls and processes are in place to avoid and manage COI.

2.0 PURPOSE

2.1 This policy is to communicate:

2.1.1. L&P’s approach to COI; and

2.1.2. Standard of conduct expected of all employee in relation to conflicts.

2.2 The procedure which supports this policy provide guidance in identifying and handling actual, potential and perceived COI and to raise awareness of COI.

2.3 This policy conserves the integrity of decision-making processes within L&P Group by avoiding ethical, legal, financial and other COI as well as protect the reputation of L&P and its employees.

3.0 SCOPE

3.1 This policy applies to all Directors and employees of L&P Group (“**Personnels**”) in all countries in which L&P conducts business.

4.0 DEFINITION

4.1 ARMC - Audit and Risk Management Committee

4.2 Board - Board of Directors of L&P

4.3 C-Suite - consists of CEO, Chief Operating Officer and Chief Financial Officer

4.4 CEO - Chief Executive Officer

4.5 HR - Human Resource Department

4.6 KSM - Key Senior Management of L&P Group which consists of Executive Directors and defined employees who is primarily responsible for the business operations of L&P Group’s core business

4.7 Identified Person - consists of C-Suite, KSM and defined employees and Legal Representative of L&P or its subsidiaries (“L&P Group”)

4.8 Defined employees - Employees with vested interest in L&P Group or has the opportunity to influence L&P Group’s business or other decisions in ways that could lead to personal gain or advantage of any kind.

5.0 DEFINITION OF COI

5.1 COI refers to situations where:

- 5.1.1 the interests of the Personnel (who is often a person in a position of trust), interfere, or appear to interfere, with the interests of L&P Group; or
- 5.1.2 the Personnel has interests that may make it difficult to perform his or her role objectively and effectively.

5.2 Interest in a COI involving the Personnel is not limited to direct financial interest but also include indirect financial interest, non-financial interest (e.g. arising from relationships whether family, business or professional interests), or competing loyalties or interests.

5.3 A potential COI is a COI that has yet to materialise or happen, but may arise subsequently due to, among others, prevailing relationships or interest of the Personnel.

5.4 Personnel is considered to have a potential COI when they:

- 5.4.1 or any member of their family may potentially receive a financial or other significant benefit as a result of the Personnel's position at L&P Group;

Family in relation to a person means such person who falls within any one of the following categories:

- (a) spouse;
 - (b) parent;
 - (c) child including an adopted child and step-child;
 - (d) brother or sister; and
 - (e) spouse of the person referred to in sub-Rules (c) and (d) above.
- 5.4.2 have the opportunity to influence L&P Group's business, administrative or other material decisions in a manner that leads to personal gain or advantage;
 - 5.4.3 have an existing or potential financial or other significant interest that impairs or might appear to impair their independence in the discharge of their responsibilities to L&P Group.
 - 5.4.4 have substantial shareholding in the following companies
 - a) L&P and its subsidiary companies; and
 - b) L&P Group's business partners, customers, suppliers, financial institutions, contractors, government or other stakeholders.

where substantial shareholding shall have the meaning given in Section 136 of the Companies Act, 2016.

“136.(1) For the purposes of this Subdivision, a person has a substantial shareholding in a company—

- (a) if the person has an interest in one or more voting shares in the company and the number or the aggregate number of such shares is not less than **five** per centum of the total number of all the voting shares included in the company; or
- (b) being a company the share capital of which is divided into—
 - (i) two or more classes of the shares, if the person has an interest in one or more voting shares include in one of those classes; and
 - (ii) the number or the aggregate number of such shares is not less than **five** per centum of the aggregate number of the total number of all the voting shares included in that class of shares.

(2) A person who has a substantial shareholding in a company is a substantial shareholder in such company.”

5.5 Basically, a COI is a set of circumstances that creates a perception or risk that professional judgement or actions regarding a primary interest will be unduly influenced by a secondary interest.

5.6 A secondary interest means anything that can have an actual or perceived impact or influence on the Personnel, including:

5.6.1 The Personnel’s own personal, professional or business interests;

5.6.2 The personal, profession or business interests of individuals or groups with whom a Personnel is closely associated i.e. relatives, friends or even a competitor); or

5.6.3 A duty which a Personnel owes to a third party.

5.7 COI can be:

5.7.1 actual (Personnel faces a real, existing conflict);

5.7.2 potential (Personnel is in or could be in a situation that may result in a conflict); or

5.7.3 perceived (Personnel is in or could be in a situation that may appear to be a conflict, even if this is not the case).

5.8 Actual COI arisen where a secondary interest actually improperly influences a Personnel’s decision, performance or behaviour (“**Conduct**”).

5.9 Nevertheless, COI may still arise even if a secondary interest does not actually influence a Personnel’s Conduct i.e. secondary interest that could create a perception that a Personnel may be or has been improperly influenced in their Conduct also constitute a COI. For instance, one of employee A’s family members owns shares in a company with whom an employee A required to negotiate a contract on behalf of L&P, for the provision of services. This would constitute (at the very least) a perceived COI. If an Employee A own shares in the other company, that would certainly raise an actual conflict.

- 5.10 This Policy also prohibits a Personnel from using their position, information acquired in their position or L&P Group's assets to obtain a benefit or advantage for themselves or for any other person or body or cause detriment to L&P Group, without the consent or ratification from L&P:
- 5.10.1 using the property of L&P Group;
 - 5.10.2 Using any information acquired by virtue of his position of L&P Group;
 - 5.10.3 Using his position as such Directors or employees;
 - 5.10.4 Using any opportunity of L&P Group which he or she became aware of, in the performance of his/her functions;
 - 5.10.5 Engaging in business which is in competition with L&P Group.

6.0 PERSONNELS' OBLIGATION TO AVOID COI

- 6.1 Personnels must avoid conflict between the interests of L&P Group on the one, and their own personal, professional or financial interests on the other hand. The interest means either:
- 6.1.1 material or pecuniary interests, where a financial interest, or a financial benefit or financial disadvantage accrue; or
 - 6.1.2 non-material or non-pecuniary interests such as personal, family or closed associate that may be advantaged or otherwise by a decision or action.
- 6.2 "Avoid" a COI means Personnels take decisions or actions to ensure a COI does not occur, or does not have the potential to occur, in the first place.
- 6.3 A Personnel owes a fiduciary duty to L&P. In an effort to avoid COI, all Personnels must comply the following obligations:
- 6.3.1 Exercise their powers and discharge their duties to L&P Group:
 - with due care and diligence;
 - in utmost good faith;
 - in the best interest of L&P Group;
 - for a proper purpose; and
 - by disclosing, and not voting on, deciding or otherwise influencing matters involving material personal interests.
 - 6.3.2 Personnels must not improperly use their position or information obtained from their position to gain advantage (or avoid disadvantage) for themselves or another person or body.
 - 6.3.3 Personnels must ensure that appropriate disclosure of COI occurs when required, so that the C-Suite and/or the ARMC may consider the impact of any COI and the necessitate measures to resolve, eliminate or mitigate such conflict.

- 6.3.4 Personnels must declare in truth any existing relationship with another colleague in the Group. For example, prior to employment, the employee must declare in the Application for Employment Form of any relatives working in L&P. During the course of employment, the employee involved should notify the Human Resource Department of the changes in relationship using the Employee COI Disclosure Form (Appendix I). Any failure on the part of the employee to declare in truth any existing relationship with another colleague will result in disciplinary action.
- 6.3.5 Personnels wishing to engage in any outside employment must submit a written request for approval to the Human Resource Department explaining the details of the outside employment as well as his interest in the business, using the Employee COI Disclosure Form (Appendix I) / Director and Identified Person COI Disclosure Form (Appendix II).
- 6.3.6 Personnels must make disclosure of interest on at least an annual basis, or upon any change in directorship or shareholding using the Employee COI Disclosure Form (Appendix I)/ Director and Identified Person COI Disclosure Form (Appendix II).
- 6.3.7 Personnels must not make any direct or indirect investments which resulted in a COI between the Group and the Personnels as well as the Group's business partners, customers, suppliers, financial institutions, contractors, government or other stakeholders.
- 6.3.8 Personnels shall avoid any situation in which they have personal activities and financial interest in any entity or matter that may influence their judgement in the discharge of their responsibilities.
- 6.3.9 Personnel is expected to participate in business decisions and actions during their employment and shall not hold on personal interests, relationships with existing business partners, customers, suppliers, financial institutions, contractors, government or other stakeholders.
- 6.3.10 Personnels shall not, without the prior consent from L&P, be engaged in any trade, private business or occupation other than what has been employed for with the Group. All shall not accept employment for a second job with a business partners, customers, suppliers, financial institutions, contractors, government or other stakeholders involved with the Group's businesses unless with the prior written approval of L&P.
- 6.3.11 Should a Personnel find him/herself in a position where required to deal with a related party on behalf of L&P Group, he/she should declare to respective superior immediately.
- 6.3.12 In case the Personnel is interested in a proposed or existing contract with L&P Group, the Personnel must:
- Declare the nature of his interest to the C-Suite and/or the ARMC;
 - Not participate in any discussion while the contract or proposed contract is being considered; and
 - Not vote on the contract or proposed contract.

7.0 RESPONSIBILITY FOR MANAGING COI

- 7.1 Managing COI is the shared responsibility of Personnels.
- 7.2 All Personnels have a responsibility to ask themselves whether their actions or decisions could give rise to a real or perceived or potential COI, and if so, to take action to manage that conflict.

8.0 DECLARING A COI BY EMPLOYEES

- 8.1 All employees shall submit Employee COI Disclosure Form (Appendix I) to HR upon joining L&P Group and on annual basis.
- 8.2 In all cases where a perceived, potential or actual COI arises, the conflict should be transparently declared via Employee COI Disclosure Form (Appendix I) to help to protect the integrity and reputation of L&P and the employees.
- 8.3 Employees must disclose to their Manager and/or HR any COI. The Manager and/or HR is expected to treat the information disclosed by the employees with confidential and without bias.
- 8.4 Disclosure must take place as soon as the employees identify that there may be a COI and, whenever possible, before the employees engage in the Conduct in question.
- 8.5 The disclosure should include:
 - 8.5.1 Details of the nature and extent of the interest held by the employees;
 - 8.5.2 The proposed method of dealing with the conflict;
 - 8.5.3 Whether it is possible to avoid the conflict; and
 - 8.5.4 Whether it is an arm's length transaction.

9.0 DECLARING A COI BY DIRECTORS AND IDENTIFIED PERSONS

- 9.1 Directors and /Identified Persons shall submit the Director and Identified Person COI Disclosure Form (Appendix II) on annual basis.
- 9.2 In case a Director and Identified Person has an interest in a matter that relates to L&P Group's affairs, declare to the ARMC as soon as practicable after the relevant facts have come to the knowledge of the Director and the Identified Person via the Director and Identified Person COI Disclosure Form (Appendix II). This disclosure must detail the nature and the extent of the interest and the relationship of the interest to the affairs of L&P Group, which will be discussed and recorded in the minutes of the ARMC's meeting.
- 9.3 Refer L&P Board Charter "Conflict of Interest" for detail guidance.

10.0 MANAGING AND REVIEWING A COI

- 10.1 As part of the Personnels employment obligation with L&P Group, Personnels have a contractual obligation to take decisions or action to ensure a COI does not occur, or does not have potential to occur, in the first place.
- 10.2 Employees COI Disclosure Form (Appendix I) declared with COI situation shall be summarised by HR and reviewed by the C-Suite. C-Suite shall review and address COI situation that arose, persists or may arise for employees. HR shall maintain a COI Register recording the Personnels yearly or ad-hoc COI declaration and the disposition.
- 10.3 The Director and Identified Person COI Disclosure Form (Appendix II) declared with COI situation shall be summarised by Chief Financial Officer and reviewed by the ARMC. The Chief Financial Officer shall document the C-Suite and/or the ARMC's decision and the procedure to control the conflict, if applicable
- 10.4 If a COI cannot be avoided, measures that can be adopted to minimize a conflict include:
- 10.4.1 Requiring declaration of COI as soon as practicable after the relevant facts have come to the knowledge of the Personnel,
 - 10.4.2 Undertaking an assessment on COI of the Personnel during the performance appraisal on an annual basis and for new appointments, before the appointment;
 - 10.4.3 Requiring the Personnel to execute a non-disclosure or confidentiality agreement to protect any type of confidential and proprietary information or trade secrets;
 - 10.4.4 Abstaining from voting on in matters in which they have an actual, potential or perceived COI;
 - 10.4.5 Restrict the Personnel involvement in matters in which they have an actual, potential or perceived COI;
 - 10.4.6 Removing from discussion in matters in which they have an actual, potential or perceived COI; and
 - 10.4.7 Denying access to information and/or sensitive documents or confidential information.
- 10.5 In certain circumstances, resignation from a position with L&P Group may be necessary.

11.0 SUSPECTED COI

- 11.1 If any person has reason to learn that the Conduct of a Personnel is or may be of a potential violation on of applicable laws or this Policy is required to report his/her suspicious promptly to their immediate Manager.
- 11.2 Where the COI declared is material, it must be referred to the C-Suite and/or the ARMC. The Chief Financial Officer will document the C-Suite and/or the ARMC's decision and the procedure to control the conflict, if applicable

- 11.3 The materiality of conflict remains judgmental and should be assessed both from the perspective of L&P and the individual. The C-Suite and/or the ARMC should take into consideration both quantitative and qualitative elements in determining the materiality. Good practice suggests that the Personnel in all cases disclose the conflict and obtain advice from the C-Suite and/or the ARMC on the materiality of the matter.
- 11.4 Before determine how to proceed with the proposed transaction, the C-Suite and/or the ARMC will fairly evaluate the COI situation disclosed by the Personnel, including the risks to the business interests and reputation of L&P.
- 11.5 The ARMC may seek external legal advice to assist in reaching a determination
- 11.6 Where the C-Suite and/or the ARMC recommends that the transaction proceed, the decision and its reasoning is communicated to the Personnel, and follow up to ensure the Personnel comply with it.

12.0 RETENTION OF BUSINESS RECORDS

- 12.1 L&P will maintain the records of conflicts identified and actions taken in accordance with this Policy for at least seven (7) years.

13.0 TRAINING AND AWARENESS

- 13.1 The Personnels must familiar themselves with this Policy. Personnels will receive training periodically in their engagement with L&P Group.

14.0 BREACH OF THIS POLICY

- 14.1 A failure to comply with the obligations contained in this Policy can lead to disciplinary and other actions up to and including termination of employment or appointment.
- 14.2 Victimization of an individual as a result of disclosure of an actual, potential or perceived COI is not tolerated and may lead to an allegation of misconduct.

15.0 REVIEW OF THIS POLICY

This policy is subject to review and revision from time to time as circumstances warrant. Any material changes will be amended and determined by the CEO and the Board is responsible for approving this Policy.



Appendix I

Registration No. 202101028085 (1428385-M)

EMPLOYEE CONFLICT OF INTEREST DISCLOSURE FORM

INTRODUCTION

In compliance to L&P Global Berhad’s (“**L&P**”) Conflict of Interest (“**COI**”)Policy, I, the undersigned, declare that:

I have no actual, potential or perceived COI

I have a COI

Actual : This an existing COI

Potential : This is a COI that is about to happen or could happen

Perceived: This is a COI which might be reasonable perceived by others as compromising person’s objective.

DISCLOSURE DETAILS	Please tick if applicable
▪ Use property or resources of L&P Group for my personal purpose or business;	<input type="checkbox"/>
▪ Channel benefits or resources meant for L&P Group to a company which I have an interest in;	<input type="checkbox"/>
▪ Disclose trade secrets to a competitor where I have an interest in;	<input type="checkbox"/>
▪ Influence decision of the L&P Group’s property developer to develop an area where I own property so that I will also enjoy the benefits either financially (e.g. capital appreciation of the property) or non-financially (e.g. convenience from the infrastructure developed) from such development;	<input type="checkbox"/>
▪ Prioritise my private venture by depriving L&P Group from an identified business opportunity;	<input type="checkbox"/>
▪ Leverage on L&P Group’s business or developmental plan by acquiring adjacent lands using my private company;	<input type="checkbox"/>
▪ Am involved in a business which offers similar products or services that are likely to replace or substitute the products or services offered by the L&P Group;	<input type="checkbox"/>
▪ Hold offices or directorships in competitors of L&P Group; and	<input type="checkbox"/>
▪ Provide financial assistance to, or receives financial assistance from L&P Group on terms and conditions which are more favourable to me than the normal commercial terms.	<input type="checkbox"/>
▪ Others	<input type="checkbox"/>

If any of the above COI is applicable, please detail the COI you wish to disclose:

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Please detail action you propose to reduce, mitigate or eliminate the COI:

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DECLARATION	
To the best of my knowledge and belief any actual, perceived or potential conflicts between my duties as an employee of L&P Group and my private and/or business interests have been fully disclosed in this form.	
I acknowledge and agree to comply with, any approach identified in this form for removing or managing an actual, perceived or potential COI.	
Name: _____	Current Designation: _____
Signature: _____	Date: _____

REVIEWED/APPROVED BY C-SUITE

In our opinion the details provided: *(tick appropriate box)*

- do not constitute** a COI, and we authorize the said person to continue the activity
- do constitute** an actual, potential or perceived COI

If the situation does constitute a COI, please ensure that the following actions have been considered:

- Requiring declaration of COI as soon as practicable after the relevant facts have come to the knowledge of the employee;
- Undertaking an assessment on COI of the employee during the performance appraisal on an annual basis and for new appointments, before the appointment;

- Requiring the employee to execute a non-disclosure or confidentiality agreement to protect any type of confidential and proprietary information or trade secrets;
- restrict their involvement in matters in which they have an actual, potential or perceived COI;
- Restricting the employee from participating in businesses which compete with L&P Group; or
- Removing from discussion in matters in which they have an actual, potential or perceived COI;
- Denying access to information and/or sensitive documents or confidential information; and
- In extreme circumstances where the COI is likely to affect the performance of the employee, requiring the employee to either divest the interest causing the conflict or resign from L&P Group.

TO BE COMPLETED BY C-SUITE

We have reviewed the above considerations and request that the employee takes the following action to eliminate/manage the conflict:

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We will ensure this action is reviewed:

Within 1 month
 Within 3 months
 Within 6 months
 Within 12 months
 Other - specify
 N/A: the conflict is one-off or short duration

C-SUITE

The actions described in the approach outlined above have been put in place to effectively manage any actual, perceived and potential COI.

_____ Name: _____ Name: _____ Name: _____
 (Chief Executive Officer) (Chief Operation Officer) (Chief Financial Officer)

Date:

RETENTION OF EMPLOYEE CONFLICT OF INTEREST DECLARATION FORM

The employee must submit the original copy of the signed Employee Conflict of Interest Declaration Form to the Human Resource Department for record and audit purposes.



DIRECTOR AND IDENTIFIED PERSON CONFLICT OF INTEREST DISCLOSURE FORM

INTRODUCTION

In compliance to the Main Market Listing Requirements (“**Listing Requirements**”), L&P Global Berhad (“**L&P**”) is required to disclose the nature and extend of any Conflict of Interest (“**COI**”) or potential COI including interest in competing business involving Board of Directors (“**Director**”) and “**Identified Person**” which consist of C-Suite, Key Senior Management (“**KSM**”), defined employees and Legal Representative of L&P or its subsidiaries (“**L&P Group**” in the following documents –

- (a) Statement accompanying Notice of Annual General Meeting;
- (b) Relevant immediate announcement of the Director, KSM and legal representative’s appointment; and
- (c) Annual Report in the various sections.

COI refers to situations where –

- (a) The interests of the Director and Identified Person (who is often a person in a position of trust), interfere, or appear to interfere, with the interests of L&P Group; or
- (b) The Director and Identified Person has interests that may make it difficult to perform his or her role objectively and effectively.

With the enhanced COI requirements in the Listing Requirements, interest in a COI involving the Director and Identified Person is not limited to direct financial interest but also include an indirect financial interest, non-financial interest (e.g. arising from relationships whether family, business or professional interests) or competing loyalties or interests.

DISCLOSURE

Please tick the categories that apply to your area of COI:

I have no actual, potential or perceived COI

I have a COI

Actual : This an existing COI

Potential : This is a COI that is about to happen or could happen

Perceived: This is a COI which might be reasonable perceived by others as compromising person’s objective.

DISCLOSURE DETAILS	Please tick if applicable
<ul style="list-style-type: none"> ▪ Uses property or resources of L&P Group for his or her personal purpose or business; 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Channels benefits or resources meant for L&P Group to a company which he or she has an interest in; 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Discloses trade secrets to a competitor where he or she has an interest in; 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Influences decision of the L&P Group’s property developer to develop an area where the Director and Identified Person owns property so that he or she will also enjoy the benefits either financially (e.g. capital appreciation of the property) or non-financially (e.g. convenience from the infrastructure developed) from such development; 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Prioritises his or her private venture by depriving L&P Group from an identified business opportunity; 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Leverages on L&P Group’s business or developmental plan by acquiring adjacent lands using the Director and Identified Person’s private company; 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Is involved in a business which offers similar products or services that are likely to replace or substitute the products or services offered by the L&P Group; 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Holds offices or directorships in competitors of L&P Group; and 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Provides financial assistance to, or receives financial assistance from L&P Group on terms and conditions which are more favourable to the Director and Identified Person than the normal commercial terms. 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Others 	<input type="checkbox"/>

If any of the above COI is applicable, please detail the COI you wish to disclose:

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Please detail action you propose to reduce, mitigate or eliminate the COI:

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DECLARATION

To the best of my knowledge and belief any actual, perceived or potential conflicts between my duties as a member of L&P Group and my private and/or business interests have been fully disclosed in this form.

I acknowledge and agree to comply with, any approach identified in this form for removing or managing an actual, perceived or potential COI.

Name: _____ Current Designation: _____

Signature: _____ Date: _____

REVIEWED/APPROVED BY AUDIT COMMITTEE

In our opinion the details provided: *(tick appropriate box)*

- do not constitute** a COI, and we authorize the Director and Identified Person to continue the activity
- do constitute** an actual, potential or perceived COI

If the situation does constitute a COI, please ensure that the following actions have been considered:

- Requiring declaration of COI as soon as practicable after the relevant facts have come to the knowledge of the Director and Identified Person;
- Restricting participation of the Director and Identified Person in any applicable board, committee or general meetings and requiring the Director and Identified Person to abstain or recuse themselves from deliberation and voting on matters relating to the said COIs;
- Undertaking an assessment on COI of the Director and Identified Person during the performance appraisal on an annual basis and for new appointments, before the appointment;
- Requiring the Director and Identified Person to execute a non-disclosure or confidentiality agreement to protect any type of confidential and proprietary information or trade secrets;
- Restricting the Director and Identified Person from participating in businesses which compete with L&P Group; or
- In extreme circumstances where the COI is likely to affect the performance of the Director and Identified Person, requiring such person to either divest the interest causing the conflict or resign from L&P Group.

TO BE COMPLETED BY AUDIT COMMITTEE
<p>We have reviewed the above considerations and request that the Director and Identified Person takes the following action to eliminate/manage the conflict:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>We will ensure this action is reviewed:</p> <p> <input type="checkbox"/> Within 1 month <input type="checkbox"/> Within 3 months <input type="checkbox"/> Within 6 months <input type="checkbox"/> Within 12 months <input type="checkbox"/> Other - specify <input type="checkbox"/> N/A: the conflict is one-off or short duration </p>

AUDIT COMMITTEE
<p>The actions described in the approach outlined above have been put in place to effectively manage any actual, perceived and potential COI.</p>
<p>_____ Name: (Chairperson) _____ Name: (Member) _____ Name: (Member)</p>
<p>Date: _____</p>

RETENTION OF CONFLICT OF INTEREST DECLARATION RECORD

The Director and Identified Person must submit the original copy of the approved Conflict of Interest Disclosure Form to the Chief Financial Officer and keep a copy of the approved form for audit purposes.