



SUPPLIER CODE OF CONDUCT

The SUPPLIER must fully comply with the CENTRAL SUGARS REFINERY SDN BHD's (COMPANY) Supplier Code of Conduct ("**Code**") as stated below.

1.1 OBJECTIVE

- 1.1.1 The COMPANY firmly believes that good corporate governance is imperative to provide competitive advantage and a basis for enduring relationships with all our stakeholders.
- 1.1.2 Accordingly, the COMPANY expects its Supplier to embrace and uphold the principles of good corporate governance as established in this Code
- 1.1.3 This Code defines the non-negotiable minimum standard that Supplier's are expected to respect and adhere to when conducting business with the COMPANY.
- 1.1.4 With this Code, COMPANY aim to clarify and institutionalise:
 - (i) What is considered to be acceptable business practices, and by implication, what behaviour is not tolerated by the COMPANY;
 - (ii) Obligations of Supplier in ensuring adherence to acceptable business practices; and
 - (iii) The available channels to communicate or report questionable behaviour.
- 1.1.5 Acknowledgement of the Code is a pre-requisite in all of the contracts for supply. Through the acceptance of the Purchase Order, Letter of Award (LOA), Contract or Agreement, the Supplier shall abide by the terms of the code as a vendor and acknowledge that the compliance with the code is required to maintain its status as the Company's Supplier.

1.2 PRINCIPLE OF THE CODE

- 1.2.1 This Code is guided by three key principles of conduct, which reflects the core beliefs and values of the COMPANY:
 - i) ZERO TOLERANCE ON CORRUPTION.
 - ii) HONEST REPRESENTATION & ACCOUNTABILITY.
 - iii) TRANSPARENT DISCLOSURE OF CONFLICT OF INTERESTS.



1.2.2 ZERO TOLERANCE ON CORRUPTION

- i) All forms of corruption are illegal, and it will not be tolerated by the COMPANY.
- ii) A bribe is any gratification, monetary or otherwise, and includes any privilege, special benefit, gift or other item of value or any kind of special or favoured treatment, that is improperly offered, promised or given for the purpose of obtaining, retaining or directing any business dealings, or other advantage in the conduct of business. Suppliers shall comply with all applicable anti-bribery and corruption laws.
- iii) Suppliers shall not promise, offer, grant, request, authorise or receive any bribes, kickbacks, pre-payments or payments of money or anything of value to/from anyone for the purpose of (i) obtaining or retaining business or (ii) influencing any other favourable business decisions that is in any way related to the COMPANY.
- iv) General guidelines for offer and acceptance of business courtesies as follows:
 - (a). Serves a bona fide business purpose
 - (b). Does not inappropriately influence or appear to influence any business decisions
 - (c). Is not offered during any pending bidding or negotiation process
 - (d). Is given openly and transparently
 - (e). Is not unlawful or contrary to ethical business principles, local business customs, or the customer, vendor, competitor, or partner's company policy .
- v) Suppliers **MUST NOT** offer entertainment or gifts to government officials — or make direct or indirect political contributions on the COMPANY's behalf.
- vi) Suppliers are not permitted to make payments to induce public officials to perform routine functions that they are otherwise obliged to perform since these can sometimes be construed as bribes.

1.2.2 HONEST REPRESENTATION AND ACCOUNTABILITY

A. HONEST REPRESENTATION –

- i) Supplier shall provide honest and accurate representation of their organisation, its qualification and experience where , if requested, accurate references of previous work undertaken. Where references of previous work undertaken cannot be disclosed due to confidentiality obligations, the Supplier shall reasonably endeavour to obtain the appropriate permissions



and shall at a minimum disclose such information without breaching such obligations of confidentiality.

- ii) Suppliers shall not use any the Company information for any personal gain and should never share the information without prior the Company approval. Suppliers are not allowed to reproduce copyrighted software, documentation or other materials and by not transferring, publishing, using or disclosing it other than in the ordinary course of business or as directed or authorized by the Company.
- iii) Suppliers shall not have any false or inaccurate entries in the accounting books or records related to the Company for any reason. Suppliers are also expected to ensure all business records and documents are prepared accurately, reliably and in a timely manner

B. ACCOUNTABILITY –

- i) Supplier must conduct their business activities with full accountability and must warrant to:

- a. Capabilities and Competence

- Be the solely authorized Supplier of the goods and services and shall not subcontract or outsource any portion of the goods and services unless prior written consent from the COMPANY has been obtained.

- Supply products that are certified to be of merchantable quality, and possess and utilize the necessary capabilities, equipment and suitable place of business to perform their obligations.

- b. Commitment

- Submit tenders and quotations with firm commitment, intention, conviction and/or capacity to proceed with a contract.

- Participate in tender and procurement processes with full transparency and disclosure and according to process to ensure evaluation will be based on merits and good justifiable grounds.

- c. Compliant

- Comply with all legislations, regulations and statutory requirements relating to the provision of the goods and services to the COMPANY which shall include but not be limited to the following:



1. **Anti-Money Laundering** – The term money laundering is the process of hiding the true nature or source of illegally obtained funds and passing it through any legitimate business channels from one place or person to another. Anti-money laundering provisions are designed to help prevent legitimate businesses from being used by criminals and to assist law enforcement agencies to trace and recover criminal assets and terrorist funding. the COMPANY prohibits any involvement in money laundering activities either directly or indirectly. Suppliers are required to report any suspicious transactions or any money laundering concerns to the Company.

2. **Anti-Trust & Competition Laws** – Suppliers shall comply with all applicable antitrust or competition laws of all nations in which the Company operates. Suppliers shall not use illegal or unethical methods to compete in the market which includes but are not limited to:
 - i. Exchanging, agreeing or arrangement to exchange commercially-sensitive or competitive information with competitors
 - ii. Fixing prices or terms related to pricing
 - iii. Dividing up markets, territories or customers
 - iv. Rigging a competitive bidding process (including arrangement to submit sham bids)
 - v. Adopting strategies to illegally exclude competitors from the market.

3. **Labour law** – All Suppliers are expected to comply with industry norms and all applicable local labour laws which include but not limited to working hours, work permit, etc.

4. **Child labour** – Suppliers must not use child labour in any stage of the contracted period. The term “child” refers to anyone who is:
 - Under the local legal minimum employment age
 - Under the age of completing compulsory education

Suppliers must comply with all laws and regulations governing child labour and apprenticeship programmes in all countries of which the Company operates in.

5. **Forced labour** – Suppliers must not use forced, coerced, bonded or indentured labour or involuntary prison labour. All work must be voluntary and workers may leave at their own will upon given reasonable notice. Workers should not be required to forfeit any



personal documents (e.g.: passport, identification, work permits etc.) as a condition of employment.

6. **Wages & Benefits** – Compensation paid to workers must comply with all applicable wage laws in all countries in which the Group operates in. (e.g.: minimum wage, overtime and legally mandated benefits).
7. **Non-discrimination** – Suppliers shall not engage in any form of discrimination based on culture, race, colour, age, gender, gender identity or expression, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership or marital status in hiring and employment practices.
8. **Freedom of association** – Suppliers are to respect the rights of workers to associate freely, seek representation in accordance to local laws. Workers shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.
9. **Humane treatment** – Suppliers shall treat employees with respect and dignity. No employees shall subject to any form of harassment which includes but not limited to physical, sexual, psychological or verbal harassment; nor is there threat of any such treatment.

d. Cooperative

Endeavor to maintain business relationships based on open and good communication, respect, trust and adopt a non-adversarial approach to dispute resolution.

1.2.3 TRANSPARENT DISCLOSURE OF CONFLICT OF INTERESTS

- i) A conflict of interests is a situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the said person's professional interest and self-interest.
- ii) In this connection, a Supplier should always avoid situations of conflict and in the event a Supplier becomes aware of a conflict or a potential conflict of interests, a disclosure to the authorised representatives of the COMPANY must be made immediately.



1.3 COMPLIANCE WITH CODE

- i) Supplier (including their directors, employees, agents and sub-contractors) shall adhere to the Code when conducting business with the COMPANY. In fulfilling these responsibilities.
- ii) Supplier must read, understand and comply with the Code. Suppliers are responsible for communicating the requirements of the code to their employees, sub-contractors and/or any service providers where language translations are made when necessary. In case of discrepancies between the English text version of this Code and any translation, the English version shall prevail.
- iii) Background Verification and Processing of Personal Information

Pursuant to the CREDIT REPORTING AGENCIES ACT (CRA Act) and CENTRAL BANK OF MALAYSIA ACT, the Supplier consent to the Company and its appointed credit reporting agency to process our company and personal data. By this consent, the Supplier understands and agrees that:

- a) The COMPANY may conduct credit/trade checks and CCRIS checks on Supplier and where applicable, Supplier's director(s), shareholder(s) and guarantor(s) (collectively the "**Parties**"), at any time for as long as Supplier have a trade relationship with Company for any one or more of the following purposes:
 - 1- Opening of account
 - 2- Credit/Account monitoring
 - 3- Debt recovery
 - 4- Credit/Account evaluation
 - 5- Credit/Account review
 - 6- Legal documentation consequent to a contract or facility granted by Supplier.
- b) Where the above does not satisfy the COMPANY, Supplier must:
 - 1- Maintain proper process, internal control and complete documentations to support compliance.
 - 2- Provide the authorized representatives of the COMPANY with access to relevant records, upon request.
 - 3- Allow the authorized representatives of the COMPANY to conduct confidential interviews with their directors and employees.
 - 4- Allow the authorised representatives of the COMPANY to conduct site visits; and



- 5- Promptly to inquiries from the authorised representatives of the COMPANY regarding implementation of the Code (where applicable).
- iv) The COMPANY may disclose any information on the Parties' conduct of their accounts with Supplier, to any business entities for bona fide trade checking at any time. Supplier is also aware and understand that such information will be provided to credit reporting agencies, who may in turn share such information to subscribers of their service, including the Company.
 - v) Where there are possible violations, a report must be made promptly to the authorized representatives of the COMPANY. The COMPANY has established a secure communication channel to enable Supplier to confidentially raise their concerns.
 - vi) The COMPANY will not tolerate or condone any retribution or retaliation taken against any individual who has, in good faith, sought advice or has reported a questionable behavior and/or a possible violation.

1.4 VIOLATION OF THE CODE

- i) Any non-compliance with and/or breach of this Code could prevent the COMPANY from achieving its overall corporate vision, mission and objectives. It could also result in damage to the COMPANY's reputation and brand. Coming forward with genuine concerns to report, in good faith, any non-compliance or breach of the Code can improve the COMPANY's worth and value.
- ii) It is Supplier's responsibility to report any instance of actual or suspected violation of this Agreement promptly to LEGAL MANAGER/ LEGAL COUNSEL at legal-unit@central-sugars.com.my. All reports are taken seriously and will be handled in a confidential manner with disclosure limited to conduct a full investigation of the alleged violation. Once a report on potential violations of the Code has been made, the following steps will be taken:
 - i) *Report will be acknowledged;*
 - ii) *An initial assessment of the matter will be made to decide what action is appropriate;*
 - iii) *Before initiating any further action, a discussion with the Supplier on the way in which the matter will progress will be conducted. If the Supplier has an interest in the matter, the Supplier will be required to disclose this at the beginning;*
 - iv) *If requested, the Supplier will be provided with feedback on actions taken. However, please note that the COMPANY may not be able to make full disclosure where this infringes the COMPANY's confidentiality obligations to another entity.*



The COMPANY will handle inquiries discreetly and make every effort to maintain, within the limits allowed by the law, the confidentiality of anyone requesting guidance or reporting a possible violation. The COMPANY will keep all concerns confidential and will not be revealed without permission unless the COMPANY is required by law to do so.

We hereby confirm that we share, respect and adhere to and apply as stated in the above SUPPLIER CODE AND CONDUCT.

Supplier Registered Company Name: _____

Business Address : _____

Date and Signature : _____

Company Stamp : _____

Designation : _____