

BERJAYA SUPPLIER CODE OF CONDUCT



1. Introduction

Berjaya Corporation Berhad including its subsidiaries, associated, related and affiliated companies (collectively referred to as the “BERJAYA”) are committed to adhere to ethical values, social and environment responsibilities and to comply with all applicable laws and regulations in its business conduct. In this respect, we anticipate our business counterparts to share the same commitment. This Code of Conduct (“Code”) takes into account BERJAYA’s internal policies and it sets out the acceptable behaviour of its Supplier in providing goods and services.

2. Scope

The aim of this Code is to provide guidelines on the expected behaviour and conduct applicable to all Suppliers of BERJAYA. For purpose of this Code, “Supplier” means all third parties as well as any entities that are permitted to perform duties and functions for or provide goods and services whether directly or indirectly to BERJAYA. For the avoidance of doubt, this includes, without limitation, all contractors, sub-contractors, agents, consultants, suppliers and vendors.

3. Compliance

By the acceptance of any purchase order from BERJAYA, the Supplier acknowledges its acceptance of this Code and signifies the agreement to comply with the provisions contained in the Code. BERJAYA encourages Suppliers to continually engage with their own suppliers, contractors or trading partners to adopt similar compliance as mentioned in this Supplier Code of Conduct.

BERJAYA understands that Suppliers might face difficulties in implementing some or all of the commitments stated in this Code of Conduct. Nevertheless, BERJAYA aims to hold regular engagement sessions with its Suppliers in order to achieve compliance; understand Suppliers’ concerns and work towards resolving them. BERJAYA (or 3rd party appointed by BERJAYA) may carry out announced audit or visit to the Supplier or their facilities to verify compliance with this Code.

4. Enforcement

This Code shall be a condition to the contract entered into between BERJAYA and Supplier. This Code is not intended to be exhaustive. BERJAYA reserves the rights to add, amend, annul, vary or modify the provisions set out in this Code as and when it deems necessary to the best interest of BERJAYA. The Supplier shall be bound by all such amendments from the time the amended Code is uploaded on our website at (<https://www.berjaya.com>).

5. Local and International Legal Requirements

The Supplier must at all material times comply with all applicable laws and regulations of Malaysia and/or in the countries in which the Supplier operates and where its goods and/or services are provided/ supplied. This includes, without limitation, ensuring that it:

- (a) has obtained and maintains all the necessary licenses, approvals, permits and permissions;
and
- (b) has control measures in place to prohibit, detect and rectify any non-compliance or breach.

Where there is discrepancy between the requirements of this Code and any prevailing laws and regulations, the Supplier shall comply with the provision which imposes a higher or more onerous standard and/or obligations on the Supplier.

6. Ethical Business Practices

The Supplier shall conduct its business in an ethical manner based on the principles of integrity, professionalism and compliance with all applicable laws and regulations.

7. Anti-Bribery and Corruption Practices

In alignment with BERJAYA's Adequate Procedures to Curb and Prevent Bribery and Corruption: T.R.U.S.T. Concept, the offering or acceptance of any form of bribe and corruption or behaviour involving improper benefits and/or advantages is strictly prohibited. The Supplier shall conduct business ethically in compliance with the Malaysian Anti-Corruption Commission Act 2009 and all applicable anti-bribery and corruption laws.

8. Gifts and Entertainment

The Supplier is encouraged not to offer any gifts, other than gifts which are an exchange of corporate souvenirs, food hampers, flowers or vouchers and tokens of insubstantial value to protect the employee of BERJAYA against undue obligations to the Supplier.

The Supplier may accept meals, refreshment or entertainment provided by employees of BERJAYA with the approval of the management in the ordinary and proper course of business and could not be reasonably seen as bribes or improper encouragement to the Supplier.

9. Conflict of Interest

The Supplier shall not engage directly or indirectly in any personal or business activities that conflict with the interest of BERJAYA. The Supplier shall disclose at the first instance if there is a potential conflict of interest relating to its relationship with BERJAYA. The Supplier shall also disclose at any time during the ongoing contractual relationship with BERJAYA, any conflict of interest.

Additionally, in the event of the directors, shareholders or key management members of the Supplier is or becomes related to any director, shareholder or employee of BERJAYA, the Supplier shall immediately notify BERJAYA.

10. Fair Dealings / Competition

The Supplier shall endeavour to conduct fairly and in good faith in all its business dealings with BERJAYA. The Supplier shall ensure compliance with all applicable anti-competition / anti-trust laws and regulations, and shall not engage in anti-competitive conducts or arrangements such as, without limitations, price fixing, bid rigging, allocations/division (whether of customers, territories, products and/or market), boycotting, collusive behaviours (such as entering into an arrangement with competitor(s) to increase the price of a product/service), tying or linking arrangements, misuse/abuse of market power, dumping, refusal to supply without any justification, take any unfair advantage through manipulation, concealment or abuse of privileged information, misrepresentation of material facts, fraudulent act or behaviour or any other unfair dealing practices.

11. Privacy

The Supplier shall comply with all applicable data privacy laws and regulations as well as BERJAYA's Privacy Policy with regards to the collection, use, disclosure, retention and processing of all personal data. BERJAYA's Privacy Policy is available at (<https://www.berjaya.com>).

12. Confidentiality and Intellectual Property

The Supplier undertakes to keep and uphold the principles of confidentiality. The Supplier shall keep confidential any of the trade secrets, secret or confidential operation, processes or finances, transactions, affairs or proprietary information of BERJAYA.

The Supplier shall not infringe any intellectual property rights which include trademarks, copyrights, trade secrets and patents of BERJAYA. The Supplier shall respect all third party's intellectual property rights and shall ensure that there are no infringements on its part.

13. Anti-Money Laundering

The Supplier shall comply with all applicable laws and regulations with regards to anti-money laundering, anti-terrorism financing and proceeds of unlawful activities. The Supplier is to refrain from engaging or attempting to engage in any transaction involving proceeds derived from unlawful activities.

14. Anti-Child and Forced Labour, Upholding Human Rights and Labour Standards

In-line with BERJAYA's Anti-Child and Forced Labour Policy as well as Human Rights and Labour Standards Policy, all forms of child labour, forced, abusive and illegal labour are prohibited. All Berjaya Suppliers are expected to adhere to above policies. The Supplier shall treat its employees (whether contractual or permanent) with fairness, dignity and respect and provide an equitable working environment that is equal employment opportunities, free from discrimination, harassment and coercion.

The Supplier shall ensure compliance with all applicable labour laws and regulations which include, but not limited to, minimum age, minimum wage and benefits, working hours and contribution to provident/retirement fund.

15. Freedom of Association and Right to Collective Bargaining

BERJAYA encourages Suppliers to support their employees right to Freedom of Association and the Right to Collective Bargaining.

16. Environment

The Supplier shall comply with all applicable environmental laws and regulations. The Supplier is encouraged to incorporate and commit to the principles of environment sustainability in its business operations so as to operate in an environmentally responsible and efficient manner.

17. Safety and Health

The Supplier shall comply with all applicable occupational safety and health laws and regulations. The Supplier shall provide its employees with a safe and healthy working environment inclusive of, but not limited to, implementation of adequate safety measures, conduct of safety training programmes, provision of protective equipment as well as having appropriate controls and safe work procedures in place.

18. Breach of this Code

BERJAYA reserves the right to terminate the contract entered into between BERJAYA and the Supplier in the event the Supplier is found to breach any provisions of this Code. The Supplier shall indemnify and hold harmless BERJAYA and each of their respective offices, directors, employees and agents ("Indemnified Parties") from and against any and all claims, demands, causes of actions, liabilities, losses, damages, judgements, suits, settlements entered into by any of the Indemnified Parties (whether or not liability is admitted by such Indemnified Party), royalties, license fees and all cost and expenses of any kind arising out of or resulting from or in connection with such breach.

19. Contact

Any concerns about improper or illegal conducts, please contact:

Berjaya Corporation Berhad

(Registration No. 200101019033 (554790-X))

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No.1, Jalan Imbi,

55100 Kuala Lumpur.