

CODE OF CONDUCT

INTRODUCTION

edotco Group Sdn Bhd (“**EGSB**”) is strongly committed to observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct has been prepared to provide a clear statement of EGSB’s expectation from the service provider in all procurement dealings, ensuring that internationally recognised procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities. This Code of Conduct establishes the standards required for conducting business with EGSB, its subsidiaries, associate companies and/or Affiliates. Our goal is to work with our service provider to ensure full compliance with these principles. These requirements set out the minimum levels of compliance required from the service provider. As a service provider, you are encouraged to exceed the requirements wherever possible. We will consider these principles in our selection of the Service provider and will actively monitor the Service provider’s compliance.

1. **Laws, Including Regulations and Other Legal Requirements:** The service provider shall comply with all applicable laws and regulations in all locations and jurisdiction where they conduct business.
2. **Policy on Corruption and Position on Conflict of Interest:** EGSB, its subsidiaries, associate companies and/or Affiliates expect all the service provider and companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. The service provider shall never offer a bribe or kickback in any form to any of the employees of EGSB, its subsidiaries, associate companies and/or Affiliates, their families or nominees, or engage in unethical or unacceptable business practices in order to obtain or maintain EGSB, its subsidiaries, associate companies and/or Affiliates’ business. The service provider must report to EGSB, its subsidiaries, associate companies and/or Affiliates if any of the employees or business associates of EGSB, its subsidiaries, associate companies and/or Affiliates request for any such incentive. During a bid or evaluation process, the service provider should not entertain the employees of EGSB, its subsidiaries, associate companies and/or Affiliates who involved in the bid or evaluation or their families by for example, providing hospitality to special events or other functions. Any gifts given or received shall be in compliance with the law and shall not violate the policies imposed by EGSB, its subsidiaries, associate companies and/or Affiliates. It is understandable that the giving of promotional items of nominal value are part of normal business practice and it is the policy of EGSB, its subsidiaries, associate companies and/or Affiliates that employees declare any gifts received.
3. **Forced or Involuntary Labour:** The service provider shall not use forced or involuntary labour of any type (e.g., forced, bonded, indentured or involuntary prison labour); employment is voluntary.
4. **Child Labour Avoidance:** The service provider shall not use child labour. The term “child” refers to any person employed under the age of 15 (or such other age where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is lowest. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardise the health or safety of young workers.
5. **Wages and Benefits:** Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. The basis

on which each worker is being paid is to be provided each such worker in a timely manner via pay stub or similar documentation.

6. **Working Hours:** EGSB, its subsidiaries, associate companies and Affiliates expect its service provider to comply with industry norms and applicable local laws on working hour requirements as stipulated in any applicable country's governing labour laws. The service provider shall ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Employees should be allowed at least one day off per seven-day week.
7. **Respect and Dignity:** The service provider shall treat all employees with respect and shall not use corporal punishment, threats of violence or other forms of physical coercion or harassment.
8. **Non-discrimination:** The service provider shall not discriminate in its hiring and employment practices on grounds of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability.
9. **Freedom of Association:** The service provider shall recognise their employees' rights to join or refuse to join labour unions or associations and to bargain collectively as permitted by law. The Service provider have the right to establish favourable employment conditions and to maintain open communication and direct engagement between workers and management as a means to resolve workplace and compensation issues and promoting positive employee relations that make employees view third-party representation as unnecessary.
10. **Health and Safety:** The service provider shall provide their employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Consistent with these obligations, the service provider shall have and implement effective programmes that include effective safety programmes covering such areas as: human safety, emergency preparedness, chemical, physical and biological agent exposure, ergonomics, and incident reporting and investigation.
11. **Protection of the Environment:** The service provider shall operate in a manner that is protective of the environment. At a minimum, the service provider shall comply with all applicable environmental laws, regulations and standards, such as requirements regarding chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, air emissions controls, environmental permits and environmental reporting. The service provider shall also comply with any additional environmental requirements specific to the products or services being provided to EGSB, its subsidiaries and/or Affiliates, as the case may be, as called for in design and product specifications, and contract documents. The service provider should strive to implement management systems to meet these requirements.
12. **Applicability of the Code of Conduct:** This Code of Conduct shall apply to all the service provider including all of the approved sub-service providers and other entities acting on the service provider's behalf. The service provider including such sub-service providers shall make this Code of Conduct and other relevant information available to their respective employees in the native language(s) of the employees and supervisors.

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13. **Monitoring compliance to the Code of Conduct:** To facilitate the monitoring of service provider's compliance with this Code of Conduct, EGSB, its subsidiaries, associate companies and Affiliates expects the service provider to:
- (a) Develop and maintain all necessary documentation to support compliance with the described standards; such documentation shall be accurate and complete;
 - (b) Provide EGSB, its subsidiaries, associate companies and/or Affiliates' representatives with access to all relevant records, upon EGSB, its subsidiaries, associate companies and/or Affiliates' request;
 - (c) Allow EGSB, its subsidiaries, associate companies and/or Affiliates' representatives to conduct interviews with the service provider's employees and management separately;
 - (d) Allow EGSB, its subsidiaries, associate companies and/or Affiliates' representatives to conduct announced and unannounced site visits of service provider's locations; and
 - (e) Respond promptly to reasonable inquiries from EGSB, its subsidiaries, associate companies and/or Affiliates' representatives in relation to the implementation of this Code of Conduct.
14. **Representation:** The service provider shall provide honest, accurate and open representation of their organisation, its qualification, experience and capabilities. The service provider shall also disclose, if requested, accurate references of previous work undertaken. Where references of previous work undertaken cannot be disclosed due to confidentiality obligations, the service provider shall reasonably endeavor to obtain the appropriate permissions and shall at a minimum disclose such information without breaching such obligations of confidentiality.
15. **Raising Concerns:** If a service provider wishes to report a questionable act or possible violation of this Code of Conduct, the service provider is encouraged to engage with the primary contact of EGSB, its subsidiaries, associate companies and/or Affiliates, as the case may be to resolve the concern. However, EGSB, its subsidiaries, associate companies and Affiliates recognise there may be times when this is not possible or appropriate. In such instances the service provider should write to EGSB's dedicated whistle-blowing email address at whistle@edotcogroup.com or such other addresses given on EGSB's official website. EGSB will carefully evaluate and respond to concerns received. The outcome of any investigations or any follow-up actions is confidential and will be shared as and when EGSB deems appropriate. EGSB will not tolerate any retribution or retaliation taken against any service provider who has, in good faith and with reasonable basis sought advice or reported a questionable act or possible violation.
16. **Sanctions:** A breach of the Code of Conduct may result in actions being invoked against that service provider, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the service provider in breach to its obligations under the Code of Conduct. The range of actions available to be imposed on the service provider includes but is not restricted to the following:
- (a) Formal warnings – that the continued non-compliance will lead to more severe actions;
 - (b) Disclosure of nature of breach to all EGSB's subsidiaries, associate companies and Affiliates; or
 - (c) Immediate termination of contract, without recourse.