

Appendix XX
(CODE OF CONDUCT)

INTRODUCTION

edotco Group Berhad and members of its group of companies (together and/or individually referred to as "edotco Group") are strongly committed to observing the highest ethical standards in all its procurement activities. As such, this edotco Group Supplier Code of Conduct ("Code") has been prepared to provide a clear statement of edotco Group's expectation from Suppliers 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 establishes the standards required for conducting business with edotco Group. Our goal is to work with our Suppliers to ensure full compliance with these principles. These requirements set out the minimum levels of compliance required of edotco Group's Suppliers. As a Supplier, you are encouraged to exceed the requirements wherever possible. edotco Group will consider these principles in our selection of Suppliers and will actively monitor Suppliers' compliance.

edotco Group may amend and add to this Code at any time and from time to time. Supplier and Supplier Representatives are bound by such amendments and additions published from time to time and accessible at <https://edotcogroup.com/vendors/>. References to this Code shall be deemed to include such amendments and additions.

Supplier shall ensure that Supplier Representatives comply with this Code.

1. APPLICABILITY OF THE CODE

This Code shall apply to all:

- (i) counterparties including suppliers, contractors, consultants, dealers, distributors, vendors, service providers, business partners, channel partners, joint venture partners (individually and/or collectively "Counterparties");
- (ii) prospective Counterparties (individually and/or collectively "Prospective Counterparties");
- (iii) parents or subsidiaries of the Counterparties or Prospective Counterparties (individually and/or collectively "Related Corporations"); and
- (iv) the respective personnel, officers, directors, representatives, agents and contractors of, and any other entities acting on behalf of, the Counterparties or Prospective Counterparties (individually and/or collectively "Representatives").

Counterparties and Prospective Counterparties are hereinafter individually and/or collectively referred to as "Suppliers" and Related Corporations and Representatives are hereinafter individually and/or collectively referred to as "Supplier Representatives".

Suppliers shall, and shall cause Supplier Representatives to, ensure this Code and other relevant information are communicated throughout their organization and made available to their respective employees in a comprehensible language(s) of its employees and supervisors.

Suppliers' and the Supplier Representatives' acknowledgement of this Code is a pre-requisite in every edotco Group contract for supply. Through the acceptance of a Purchase Order and/or signing of contract, which make reference to the Code, the Supplier commits that it shall adhere to and conduct itself in a manner consistent with the provisions contained in this Code.

2. BUSINESS PRACTICES

2.1 Laws, Including Regulations and Other Legal Requirements

Suppliers shall comply with all applicable laws and regulations in all jurisdictions where they conduct business. Where the requirements under applicable laws or regulations differ or are in conflict with this Code, the Supplier shall comply with the highest standard consistent with applicable laws or regulations.

Suppliers are also expected to ensure it has obtained all necessary regulatory approvals to conduct its business in the relevant jurisdictions. This includes any licenses, permits, approvals, permissions granted by local regulators and federal authorities.

2.2 Policy on Bribery and Corruption

edotco Group expects all Suppliers and companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. edotco Group is committed to conducting business with Zero Tolerance Policy against all forms of bribery and corruption and expects its Suppliers to do the same. In this regard, Suppliers shall comply with edotco Group's Anti-Bribery and Anti-Corruption Policy, a copy of which can be accessed at <https://edotcogroup.com/corporate-governance/>.

Suppliers shall never offer a bribe or kickback in any form to edotco Group employees, their families or nominees, or engage in unethical or unacceptable business practices in order to obtain or maintain edotco Group's business. Suppliers are prohibited to directly or indirectly offer, promise, give, solicit or accept or agree to accept or attempt to obtain anything that might be regarded as a facilitation payment in any form. Suppliers shall never improperly influence a Public/Government Official and PEPs to seek or retain business advantage for and/or on behalf of edotco Group and will make committed efforts to transact in a fair and transparent manner. Suppliers must report to edotco Group if any edotco Group employees or business associates requests any such incentive. During a bid or evaluation process, Suppliers should not entertain nor seek to influence edotco Group employees involved in the bid or evaluation, or their families, through gifts, payments, favours, services or other benefits that will or could influence any business decision or that create the appearance of influencing any business decision.

edotco Group has adopted a **"No Gift" Policy**, whereby all its stakeholders¹ as well as their family members, who are acting for, and on behalf of edotco Group, directly or indirectly, are prohibited from **giving or accepting** gifts to avoid conflict of interest (actual or perceived) as a gift can be seen as a bribe that may negatively impact edotco Group's reputation or be in violation of the ABAC Policy as well as laws and regulations. Gifts in the form of cash or cash equivalent is prohibited. Any gifts offered, given or received (in exceptional circumstances) shall be in compliance with the law, edotco Group's Anti-Bribery and Anti-Corruption Policy, and other relevant policies and procedures. If any gifts are offered, given and received, employees are required to declare and/or get prior approval. Gifts should not be offered or given to edotco Group employees or their relatives and families, if it could reasonably give the appearance of influencing the business relationship with edotco Group or any business decision arising out of the business relationship. For the avoidance of doubt, gift is defined to include all forms of entertainment, travel and hospitalities, donations and sponsorships.

2.3 Position on Conflict of Interest

Supplier must report to edotco Group's Head of Procurement in writing if any director or employee of edotco Group and/or relatives of director or employee of edotco Group are employees, partners, directors, or shareholders (other than publicly traded securities) of the Supplier. Relatives of an edotco Group director or employee comprise of the director's or employee's spouse, parents, children, brothers or sisters, or spouse of child, brother and sister. It is edotco Group's policy that a director or employee declare any interests that they or their relatives, directly or indirectly, have in a bid or a Supplier.

¹ Refers to internal and external parties that have dealings with edotco Group which includes all members of the Board of Directors, employees at all levels as well as third parties including customers, suppliers, contractors, vendors, agents, consultants, representatives, distributors, joint venture partners and other external stakeholder(s) acting for or on behalf of edotco Group.

2.4 Anti-Competitive Conduct

Suppliers shall comply to competition legislation and regulations where applicable and not engage in anti-competitive conduct such as but not limited to collusive behaviour, tying or linking arrangements, misuse of market power and refusal to supply.

edotco Group expect its Suppliers to adhere to all anti-trust laws and regulations to ensure a free and open marketplace. Suppliers must not propose, or enter into, any agreements with a competitor to fix or stabilize pricing, allocate customers, territories, products or markets, rig bids or collude on bid quotes, or boycott a competitor or customers.

2.5 Dealing with Public or Government Officials and Politically Exposed Persons (PEP)

edotco Group strives to build transparent and fair relationships with Public or Government Officials (including regulators) and PEP. PEP is defined as a person entrusted with a local or foreign country's public or governmental function. edotco Group suppliers, employees and/or their representatives shall comply with the edotco Group's Anti-Bribery and Anti-Corruption Policy and all applicable laws and regulations in all dealings or interactions with Public or Government Officials (including regulators) and PEP.

edotco Group expects the conduct of Suppliers or Supplier Representatives who perform tasks and works for edotco Group to be above board. Any misrepresentation, illegal or unethical conduct shall be regarded as breach of this code of conduct.

3. LABOUR RIGHTS AND WORKING CONDITIONS

edotco Group expects its Suppliers to comply with all applicable labour laws and regulations and international labour rights and principles as established by ILO in the 1998 Declaration on Fundamental Principles and Rights at work.

3.1 Forced or Involuntary Labour

Suppliers shall not use forced or involuntary labour of any type (e.g., forced, bonded, indentured or involuntary prison labour). Employment is voluntary.

3.2 Child Labour Avoidance

Suppliers shall not use child² labour. 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.

3.3 Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws and regulations, 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.

3.4 Working Hours

edotco Group expects its Suppliers to comply with industry norms and applicable local laws and regulations on working hour requirements as stipulated in the applicable country's governing labour laws and regulations. Suppliers 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.

3.5 Respect and Dignity

Suppliers shall treat all employees with respect and shall not use corporal punishment, threats of violence or other forms of physical coercion or harassment.

² The term "child" refers to any person under the age of 15 (or such other age where the law of the country dictates), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is lowest.

3.6 Non-discrimination

Suppliers shall not discriminate³ in its hiring and employment practices.

3.7 Freedom of Association

Suppliers shall recognize their employees' rights to join or refuse to join labour unions or associations and to bargain collectively as permitted by law. Suppliers 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.

4. HEALTH AND SAFETY

Suppliers shall provide their employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Consistent with these obligations, Suppliers shall have trainings, certifications and implement effective programmes that include effective safety programmes⁴ to educate and remind their employees/workers on the fundamentals of health and safety.

Suppliers shall make available safety information on identified workplace risks and their employees is correspondingly trained to ensure they are adequately protected. Suppliers will identify and assess likely and potential emergency situations in the workplace and minimize their impact by implementing emergency plans and response procedures.

5. ENVIRONMENT

Suppliers shall operate in a manner that is protective of the environment. At a minimum, Suppliers shall comply with all applicable environmental laws, regulations and standards⁵. Suppliers shall also comply with any additional environmental requirements specific to the products or services being provided to edotco Group as called for in design and product specifications, and contract documents. Suppliers should strive to implement management systems to meet these requirements.

6. DATA PRIVACY AND CYBER SECURITY

All edotco Group's corporate, customer, business partner and employee personal information, may it be in physical or digital form, are strictly private and confidential. Confidentiality is critical to protecting the integrity of our information assets, competitive advantage and regulatory compliance.

edotco Group expects Suppliers to:

- process the data in accordance to edotco Group's Information Security and Privacy policies, and its contractual obligations and at all times according to the local data protection laws and regulations;
- implement appropriate governance, physical, technical and organizational measures to ensure a level of security in line with the risk that the processing represents;
- be vigilant on risks and work within the limits of authority of the engagement without exposing edotco Group to undue risks; and

³ Forms of discrimination may include race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability.

⁴ Covering areas such as: human safety, emergency preparedness, chemical, physical and biological agent exposure, ergonomics, and incident reporting and investigation.

⁵ Such standard includes chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, air emissions controls, environmental permits and environmental reporting.

- ensure that its employees and subcontractors receive appropriate training, and have committed themselves to an obligation of data privacy and cyber security.
- ensure any assets and systems they have been granted access to are protected from abuse and malware and to ensure and maintain a high level of confidentiality, integrity and availability.
- ensure provided access to edotco Group systems is maintained at the lowest privilege level for authorized users only and promptly removed when no longer applicable
- promptly notify edotco Group on all weaknesses in cybersecurity discovered within the system offered to be used by edotco.
- shall not by action or inaction allow the systems and applications in edotco Group be made vulnerable.
- comply with all applicable policies and standards while working on site at edotco Group premises.

edotco Group views breaches or non-compliance with laws or regulations, edotco Group's policies or contractual terms, including those pertaining to data privacy and data security, seriously, and may lead to sanctions and actions being invoked against the Supplier.

Supplier shall promptly notify edotco Group, in the event of any anticipated, suspected or actual;

- breach or non-compliance with laws or regulations, edotco Group policies or contractual terms in relation to data privacy or data security and
- cyber threat to, security breach of, or loss or corruption of, edotco Group's data and information.

7. ANTI MONEY LAUNDERING

edotco Group strictly prohibits money laundering and terrorism funding in any form or manner.

edotco Group views breaches or non-compliance with laws or regulations, edotco Group policies or contractual terms, including those pertaining to money laundering and terrorism funding, seriously, and may lead to sanctions and actions being invoked against the Supplier.

Supplier shall promptly notify edotco Group in the event of any anticipated, suspected or actual breach or non-compliance with laws or regulations, edotco Group policies or contractual terms in relation to money laundering or terrorism financing.

8. MONITORING COMPLIANCE TO THE CODE

To facilitate the monitoring of Suppliers' compliance with this Code, edotco Group expects Suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation shall be accurate, up to date and complete;
- Provide edotco Group's representatives with access to all relevant records and documentations, upon edotco Group's request;
- Allow edotco Group's representatives to conduct interviews with the Supplier's employees and management and other Supplier Representatives separately;
- Allow edotco Group's representatives to conduct announced site visits of Supplier and Supplier Representatives locations; and
- Respond promptly to reasonable inquiries from edotco Group's representatives in relation to the implementation of this Code.

Supplier shall have a process in place for timely correction of any deficiencies or violations identified by such an assessment.

9. REPRESENTATION

Suppliers shall provide honest, accurate and open representation of their organization, its qualification, experience and capabilities. Suppliers 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 Supplier shall reasonably endeavour to obtain the appropriate permissions and shall at a minimum disclose such information without breaching such obligations of confidentiality.

10. RAISING CONCERNS

The official Speak Up channel (<https://axiatagroup.integrityline.com>) can be used by Suppliers to voice and register their concerns, including any act or conduct that is in violation of the Supplier Code of Conduct, actual or suspected misconduct, illegal or unethical behaviour, without fear of retaliation or unfair treatment. A Supplier shall ensure that there is a reasonable belief or basis for the concern and the disclosure is made in good faith and not for personal gain or motivated by ill or malicious intention. Mere rumour or hearsay information is not the basis for speaking up or to whistle blow.

edotco Group is committed to protect, within reason and means, anyone who reports or raises a concern in good faith, and those who participate in or conduct an investigation, from retaliation. For further information on Whistleblowing/Speaking Up and the official Speak Up channel, please refer to edotco Group's Whistleblowing / Speaking Up Policy and Procedures (https://edotcogroup.com/wp-content/uploads/2021/09/Whistleblowing_Policy_Procedures.pdf).

11. SANCTIONS

A breach of the Code may result in actions being invoked against that Supplier, 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 Supplier in breach to its obligations under the Code. The range of actions available to be imposed on the Supplier includes but is not restricted to the following:

- Formal warnings - that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all edotco Group subsidiaries and associate companies; or
- Immediate termination of contract, without recourse.

12. CONFLICT MINERALS AND UNSUSTAINABLE MINED MATERIALS

To the extent applicable to Supplier's operations, Supplier shall have a written policy and procedure in place to avoid knowingly acquiring conflict minerals or unsustainable mined minerals produced at high environmental and social costs.

13. SUB SUPPLIERS

Supplier shall incorporate the requirements of this Code of Conduct in any agreement the Supplier has or enters into with its suppliers (including its contractor's, service providers and business partners) in the supply chain ("Sub-Suppliers"). In respect of a Sub-Supplier, if edotco reasonably requests, Supplier shall provide edotco a copy of a signed agreement with such Sub-Supplier. If any Sub-Supplier acts in a way that would represent a material breach of this Code of Conduct, Supplier shall, with respect to the provision of products and/or services to edotco, and if requested by edotco (acting reasonably), promptly and at no additional cost to edotco, replace the relevant Sub-Supplier with another supplier who can demonstrate that it conducts its business in conformity with this Code of Conduct

14. ENFORCEMENT

edotco shall, and shall require each of its Suppliers and Sub-Suppliers to, ensure that edotco, any Supplier, Sub-Supplier or customer receiving services from edotco shall have the right to enforce compliance with this Code of Conduct in any agreement between (a) edotco and Supplier and any Sub-Supplier, (b) Supplier and any Sub-Supplier and (c) any other contractual arrangements in each other supplier tier in the supply chain. Supplier shall incorporate this right in all agreements between Supplier and any Sub-Supplier and any other contractual arrangements within the supply chain. In the event Supplier becomes aware of any non-compliance of this Code of Conduct by any of its personnel, agents, representatives or Sub-Suppliers, the Supplier shall notify edotco without undue delay. The Supplier shall ensure the remediation of any non-conformity with this Code of Conduct by the Supplier or any Sub-Supplier, or their respective personnel, officers, directors, agents, representatives, contractors, and any other entities acting on behalf of the Supplier at no cost to edotco. The Supplier shall have due regard for the views of edotco on how such non-conformity shall be addressed in an improvement plan, including established milestones for remedial actions, acceptable to edotco (acting reasonably).

15. GOVERNING LAW AND ARBITRATIONS

This Code of Conduct shall be governed by the laws of Malaysia. Any dispute, controversy or claim arising out or in connection with this Code of Conduct, or the breach, termination or invalidity thereof, shall, except for any action or proceeding seeking a temporary restraining order or injunction relating to this Code of Conduct, be exclusively and finally settled by arbitration in accordance with the applicable rules of the Asian International Arbitration Centre (“AIAC”) by a sole Arbitrator mutually appointed by the Parties, or, in the case of dispute as to the appointment of the Arbitrator, appointed by the Director of AIAC. The place of the arbitration shall be Kuala Lumpur, Malaysia and the language of the proceedings shall be English.

16. DEFAULT AND TERMINATION

A breach or violation of the Code of Conduct may result in actions being invoked against that Supplier, 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 Supplier in remedying such breach of this Code of Conduct. If there has been a Material Breach of this Code of Conduct, edotco may engage in good faith discussions with the Supplier to seek to identify steps to be taken by the Supplier to address such Material Breach, but notwithstanding that option, edotco shall be entitled, in its sole discretion to terminate any and/or all agreements, or if applicable, any purchase orders thereunder, in each case upon giving seven (7) calendar days written notice. Notwithstanding the foregoing, any breach of paragraphs 2, 14, 15 or 16 shall entitle edotco to terminate the agreements, or if applicable, any purchase orders thereunder with immediate effect.

For purposes of this paragraph, the term “**Material Breach**” shall include, but not be limited to the following:

- (a) any breach of paragraphs 2, 3, 4, 14, 15, 16;
- (b) Sub-Supplier arrangements; and
- (c) where material non-conformity persists and/or the Supplier or Sub-Supplier fails to take remedial actions despite written demands by edotco to do so.

The Supplier agrees that if edotco exercises the right to terminate any or all of the agreements or contractual arrangements with the Supplier due to a Material Breach of this Code of Conduct, this shall not be considered a breach on the part of edotco of any such agreements or arrangements that are terminated for this purpose and, consequently, edotco shall have no liability to the Supplier whatsoever in respect of such termination (including, without limitation, the payment of any fees) under such agreements or arrangements.

We, _____ hereby confirm that our organisation has read and understood the terms of the edotco Group Supplier Code of Conduct and warrant, undertake and represent to be bound by its terms.

Authorised signatory

Name: _____

Designation: _____

Date: _____

SAMPLE