

## Supplier Code of Conduct, FGV Holdings Berhad

<p><b>I</b></p> <p><b>1.1</b></p>	<p><b>BUSINESS ETHICS &amp; INTEGRITY</b></p> <p><b>Business Stability</b></p> <p>Suppliers' financial health is crucial to FGV Holdings Berhad and its group of companies ("the FGV Group"). Suppliers may be requested to report certain financial reports from time to time throughout the course of business with the FGV Group. The FGV Group may also request for information regarding a Supplier's parent company. A Supplier is expected to be responsible of notifying the FGV Group promptly if a change in ownership or member(s) of the Board of Director takes place.</p>	<p><b>1.5</b></p>	<p><b>Safeguarding Resources</b></p> <p>Suppliers are expected to safeguard the FGV Group resources which include property, assets, intellectual property, company technology, trade secrets and other confidential, proprietary or sensitive information while performing work for the FGV Group. The use of the FGV Group resources without proper approval or for anything other than performing work for the FGV Group is strictly prohibited.</p>
<p><b>1.2</b></p>	<p><b>Bribery &amp; Corruption</b></p> <p>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 which include the Malaysian Anti-Corruption Commission Act 2009. The FGV Group exercises an External Gift, Entertainment and Hospitality Policy to ensure high standards of propriety in the conduct of its business.</p>	<p><b>1.6</b></p>	<p><b>Disclosure of Information</b></p> <p>Suppliers shall not use any of the FGV Group information for any personal gain and should never share the information without prior written approval from the FGV Group, which approval is at the FGV Group's sole discretion. Suppliers are not allowed to reproduce copyrighted software, documentation or other materials and are not allowed to transfer, publish, using or disclosing it other than in the ordinary course of business or as directed or authorised by the FGV Group. Suppliers should observe applicable data privacy standards.</p>
<p><b>1.3</b></p>	<p><b>Anti-Money Laundering</b></p> <p>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 FGV Group 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 FGV Group.</p>	<p><b>1.7</b></p>	<p><b>Financial Integrity</b></p> <p>Suppliers shall not have any false or inaccurate entries in the accounting books or records related to the FGV Group for any reason. Suppliers are also expected to ensure all business records and documents are prepared accurately, reliably and in a timely manner.</p>
		<p><b>1.8</b></p>	<p><b>Conflict of Interest</b></p> <p>Suppliers are expected to prevent or immediately disclose any conflict of interest or potential conflict of interest. The term conflict of interest describes any circumstances that may potentially or actually cause the supplier to lose total objectivity when conducting business with the Group.</p>
<p><b>1.4</b></p>	<p><b>Anti-Trust &amp; Competition Laws</b></p> <p>Suppliers shall comply with all applicable antitrust and competition laws of the country in which the FGV Group operates. Suppliers shall not use illegal or unethical methods to compete in the market which includes but are not limited to:</p> <ul style="list-style-type: none"> <li>a) Exchanging, agreeing or arrangement to exchange commercially sensitive or competitive information with competitors</li> <li>b) Fixing prices or terms related to pricing</li> <li>c) Dividing up markets, territories or customer</li> <li>d) Adopting strategies to illegally exclude competitors from the market</li> </ul>	<p><b>2</b></p> <p><b>2.1</b></p>	<p><b>SAFETY, HEALTH &amp; ENVIRONMENT</b></p> <p><b>Communication</b></p> <p>Suppliers must ensure that workers are aware, through any effective form of communication, of the suppliers' obligations with regards to site safety and workers' obligations of ensuring their own safety.</p>
		<p><b>2.2</b></p>	<p><b>Facilities</b></p> <p>Suppliers shall provide workers with minimum and reasonable access to potable water and sanitary facilities, fire safety, emergency preparedness and response, industrial hygiene, adequate lighting and ventilation, occupational injury and illness prevention and machine safeguarding, where applicable. Suppliers shall provide a safe and healthy workplace setting and where applicable, provide workers with appropriate personal protective equipment (PPE), to prevent accidents and injury to health, arising out of, linked with, or occurring in the course of, work or as a result of the operation of facilities.</p>

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<p><b>2.3 Alcohol &amp; Drug Abuse</b></p> <p>Suppliers should have in place a policy regarding alcohol and other drug abuse, and is communicated appropriately to workers.</p>	<p><b>3 LABOUR STANDARDS</b></p> <p><b>3.1 Compliance with Labour Laws and Prohibition of Forced Labour</b></p> <p>Suppliers shall not use forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour. Suppliers shall not use coerced, bonded or indentured labour, prison labour, or other forms of forced labour. Suppliers shall comply with rules and conditions of employment that respect workers and, at a minimum, safeguard their rights under applicable national and international labour and social security laws and regulations. Suppliers shall ensure that their workers are provided with a valid employment contract outlining clearly the terms and conditions including on wages and other benefits as outlined in Para 3.3 below.</p> <p>In addition, where migrant workers are employed, Suppliers shall ensure that the workers (i) are documented and recruited legally and ethically in line with applicable laws and regulations in the country in which the FGV Group operates; (ii) are provided with adequate information regarding their terms of employment in their national languages; and (iii) enjoy their right to keep all personal documents including passports by themselves.</p>
<p><b>2.4 Environment</b></p> <p>Suppliers should have in place an effective system for managing environmental issues including measuring and reporting on their environmental impact, and taking a precautionary and responsible approach to mitigate negative impacts of their operations on the environment.</p> <p>Suppliers shall ensure protection of the environment including through:</p> <ul style="list-style-type: none"> <li>• Prevention of pollution by eliminating or minimizing any potential adverse effects associated with any activities, products and services;</li> <li>• Efficient use of natural resources by applying Good Agricultural Practices (GAP) and Good Manufacturing Practices (GMP);</li> <li>• No deforestation, no new planting on peat and no development on areas of natural forest, high carbon stock (HCS) or high conservation value (HVC);</li> <li>• Adoption of Best Management Practices (BMP);</li> <li>• Prohibition of the use of agrochemicals that are categorised as World Health Organization Class IA or IB or that are listed by the Stockholm or Rotterdam Conventions and paraquat except in specific situations;</li> <li>• Implementation of no open burning policy;</li> <li>• Deployment of water management practices to ensure activities do not lead to any negative impact to natural water bodies or to water quality and availability;</li> <li>• Management of waste in accordance with applicable regulatory requirements and measures to reduce, reuse, recycle or dispose waste in an environmentally responsible manner;</li> <li>• Reduction of greenhouse gas (GHG) emissions and the use of renewables where possible;</li> </ul>	<p><b>3.2 Prohibition of Child Labour</b></p> <p>Suppliers shall not use child labour, which refers to work that:</p> <ul style="list-style-type: none"> <li>i. is mentally, physically, socially or morally dangerous and harmful to children; and/or</li> <li>ii. interferes with their schooling.</li> </ul> <p>The term “child” refers to anyone under the age of 18.</p>
	<p><b>3.3 Wages &amp; Benefits</b></p> <p>Every worker has a right to compensation for a regular work week that is sufficient to meet the worker’s basic needs and provide some discretionary income. Discretionary income refers to income remaining after deduction of taxes, social security charges and basic living costs. Suppliers shall pay at least the minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any fringe benefits required by law or contract. Where compensation does not meet workers’ basic needs and provide some discretionary income, each supplier will work with the FGV Group to take appropriate actions that seek to progressively realize fair compensation.</p> <p>Deductions from regular contracted wages shall not be permitted, except those deductions which (i) are mandated by law; and/or (ii) are in accordance with the prescribed procedures under the law. All wages and compensation are to be paid in a timely manner.</p>

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<p><b>3.4 Non-Discrimination</b></p> <p>Suppliers shall not engage in any form of discrimination based on culture, race, colour, age, gender, nationality, ethnicity, disability, pregnancy, religion, political affiliation, union membership, social group, marital status, sexual orientation, gender identity or other prohibited grounds for discrimination in hiring and any other employment practices.</p>	<p><b>4.2 Documentation</b></p> <p>Suppliers are responsible for maintaining records to demonstrate conformance with the code and related laws.</p>
	<p><b>4.3 Inspection</b></p> <p>Suppliers may be asked to permit inspections of their sites and facilities for verification purposes in line with this code. Suppliers shall provide records to the FGV Group upon request. The FGV Group reserves the right to audit suppliers on a randomly basis.</p>
<p><b>3.5 Freedom of Association</b></p> <p>Suppliers are to respect the rights of workers to associate freely, seek representation and collectively bargain in accordance to local laws. Workers shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.</p>	<p><b>5 SUSTAINABILITY</b></p> <p><b>5.1 FGV's Group Sustainability Policy</b></p> <p>Suppliers are expected to adopt responsible practices at minimum follow FGV's Group Sustainability Policy in their operations. Suppliers are required to meet and comply with all applicable laws, rules and regulations in which they operate. In this regard, Suppliers are expected to develop, implement and maintain effective policies to meet these requirements. The FGV Group is committed to support Suppliers in this regard.</p>
<p><b>3.6 Hours of Work</b></p> <p>Suppliers shall not require workers to work more than the regular and overtime hours allowed by the law where the workers are employed. The regular work week shall not exceed 48 hours. Suppliers shall allow workers at least 24 consecutive hours of rest in every seven-day period. All overtime work shall be voluntary and consensual. Suppliers shall compensate all overtime work based on the rate determined by the applicable labour laws and regulations. The sum of overtime hours shall not exceed the maximum hours allowed by the applicable labour laws and regulations.</p>	<p><b>5.2 Adherence to Sustainability Certifications</b></p> <p>Suppliers are required to appraise themselves in accordance with sustainability certification schemes, of which the FGV Group is a member, including but not limited to the Roundtable on Sustainable Palm Oil (RSPO) and the Malaysian Sustainable Palm Oil Certification Scheme (MSPO), and are expected to comply with the principles and criteria therein. The FGV Group is committed to support Suppliers towards achieving compliance.</p>
<p><b>3.7 Humane Treatment</b></p> <p>Suppliers shall treat workers with respect and dignity. No worker shall be subjected to any form of harassment which includes but not limited to physical, sexual, psychological or verbal harassment; or threat of any such treatment.</p>	<p><b>6 REPORTING OBLIGATION</b></p> <p>Any non-compliance with and/or breach of the SCOC could prevent the FGV Group from achieving its overall corporate vision, mission and objectives. It could also result in damage to the FGV Group's reputation and brand. Coming forward with genuine concerns to report, in good faith, any non-compliance or breach of the SCOC can improve the FGV Group's worth and value. It is your obligation to report any instance of actual or suspected violation of the SCOC promptly to the FGV Whistleblowing Channel at <a href="mailto:alert@fgvholdings.com">alert@fgvholdings.com</a> or <a href="http://www.fgvholdings.com/our-company/whistleblowing/">http://www.fgvholdings.com/our-company/whistleblowing/</a>. 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.</p>
<p><b>4 COMMUNICATION &amp; DOCUMENTATION</b></p> <p><b>4.1 Communication</b></p> <p>Suppliers are responsible for communicating the requirements of the code to their workers, sub-contractors and/or any service providers where language translations are made when necessary. This SCOC has been drawn up in the English language. In case of discrepancies between the English text version of this Agreement and any translation, the English version shall prevail.</p>	

**Acknowledgement**

I hereby declare that I have read, understood and agreed to comply with the above Supplier Code of Conduct (SCOC) Handbook. I agree to provide relevant documentation supporting our compliance to this SCOC upon request by the FGV Group. When required, I shall agree to authorize the FGV Group or any party appointed by the FGV Group to conduct audits to verify compliance to this SCOC, subject to maintain the findings within the both parties. I fully understand that FGV Group has the absolute right to add, amend, review or delete any of the contents of the Code as and when necessary and that I shall also be liable to such additions, amendments, revisions and/or deletions.

Signature		Name & Designation		Company Stamp	
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