



SD GUTHRIE BERHAD GROUP

Vendor Integrity Pledge



VENDOR INTEGRITY PLEDGE (VIP)

Our company, _____ (*Company Name*) bearing Registration Number _____ (*ROC – Registration of Company/ ROB – Registration of Business / Others*), (hereinafter **"Vendor"** which includes its directors, officers and employees who intend to conduct Business Transaction(s)* with SD Guthrie Berhad Group) hereby:

1. PLEDGES AND UNDERTAKES THAT:

a. We have read and understood, and will comply with:

(i) the Vendor Code of Business Conduct (VCOBC);

The VCOBC is attached as Appendix 1, which outlines the standards of behaviour required from the Vendor relating to:

- (a) Labour & Human Rights;
- (b) Environment, Safety & Health; and
- (c) Ethics & Management Practices.

(ii) all applicable laws and regulations relating to anti-bribery, fraud and corruption; and

the following **anti-corruption principles:**

- (a) Committing to promote values of integrity, transparency, accountability and good corporate governance;
- (b) Strengthening internal systems that support corruption prevention;
- (c) Fighting any form of corrupt practice; and
- (d) Supporting corruption prevention initiatives by the Government and the local authorities;

(collectively, "The Requirements").

b. We will ensure our subsidiaries, affiliates and all other parties that we appoint to conduct work for the SD Guthrie Berhad Group also comply with The Requirements.

c. We have not been convicted nor are we the subject of any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach to The Requirements and will report any actual or suspected breach to The Requirements as soon as reasonably practicable and to the extent permitted by law, to the SD Guthrie Berhad Group.

2. AGREES THAT:

a. In the event that we are in breach of any of the above sections, the SD Guthrie Berhad Group may immediately revoke the contract award or terminate the contract for the Business Transaction(s)* without any liability whatsoever on the part of the SD Guthrie Berhad Group to the Vendor. This is without prejudice to any other rights or remedies that the SD Guthrie Berhad Group may have or any other appropriate action which the SD Guthrie Berhad Group may seek under the terms of the applicable tender/contract or applicable laws and regulations.

- b. Should any person attempt to solicit any bribe or advantage (whether financial or otherwise) from the Vendor or any other person connected to the Vendor either as an inducement or incentive to be selected or as a reward, gift or bonus for being selected in the Business Transaction(s)*, or where the Vendor has reasonable grounds to suspect any breach of the obligations in this VIP or the VCOBC, the Vendor will report such act to the SD Guthrie Berhad Group as soon as reasonably practicable.

For and on behalf of the Vendor,

Yours sincerely,

Date :
Name of Company Director / Owner / Authorized Signatory:
IC/ ID / Passport No. :
Position :
Name of Company :
Company stamp :

Received & acknowledged by:

Date :
Name :
Position :
Department :
SD Guthrie Berhad Group Company / Business Unit:

**Business Transaction(s) is (are) defined as Tenders, Quotations, Contracts, Letter of Awards and Purchase Orders*



SD GUTHRIE BERHAD

VENDOR COBC

February 2023

SD GUTHRIE GROUP'S VENDOR CODE OF BUSINESS CONDUCT

At SD Guthrie Berhad Group, our success is not only measured by the results we achieve but also by how we achieve them. Behaving in an ethical manner is our responsibility and as such, the conduct of our Vendors is important to us. Therefore, it is vital that a specific Vendor Code of Business Conduct (Vendor COBC) be established to provide guidance to the Vendors on the required standards of behaviour when conducting work for SD Guthrie Berhad and its Group of Companies (the Group). The standards of behaviour are derived from SD Guthrie Berhad Group's Core Values and Business Principles.

In this handbook, the expressions "The Group" and "SD Guthrie" and "SD Guthrie Group" are used interchangeably to refer to SD Guthrie Berhad Group Companies in general. Similarly, the words "we", "our" and "us" are used to refer to SD Guthrie Berhad Group Companies including all of its Directors and Personnel.

SD GUTHRIE GROUP'S CORE VALUES

Integrity

Uphold high levels of personal and professional values in all our business interactions and decisions.

Respect & Responsibility

Respect for the individuals we interact with and the environment that we operate in (internally and externally) and committing to being responsible in all our actions.

Enterprise

Seek and seize opportunities with speed and agility, challenging set boundaries.

Excellence

Stretch the horizons of growth for ourselves and our business through our unwavering ambition to achieve outstanding personal and business results.

SD GUTHRIE'S BUSINESS PRINCIPLES

The Group's foundation is built on the Core Values, which guide our actions and the way we conduct our business. This is applied in our Business Principles:

Health, Safety and Environment

Health and safety are important for our Personnel and communities where we operate. We ensure our business operations are sustainable, by proactively addressing environmental challenges and respecting fundamental human rights, without sacrificing long-term economic value creation.

Compliance

Complying with all laws and regulations in the countries that we operate.

Working with Local Communities

Engaging with and contributing to local communities in a socially responsible manner wherever we operate, without compromising the benefits of any particular stakeholder.

Fair Business Practices

Ensuring that we promote fair business practices and compete in an ethical manner.

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1. PURPOSE

The Vendor COBC handbook provides guidance on the standards of behaviour required from all Vendors of SD Guthrie.

2. SCOPE

This Vendor COBC applies to:

- All Vendors of the Group when conducting work for the Group.
- All Vendors' subsidiaries, Affiliates and all other parties that they have appointed to conduct work for the Group.

3. GENERAL PRINCIPLES OF THE VENDOR COBC

This Vendor COBC outlines the standards of behaviour required from the Vendors in relation to labour & human rights, environment, occupational safety & health and ethics & management practices.

The Vendor COBC is not an exhaustive document and does not address every possible situation. Vendors are obliged to familiarise themselves with and adhere to all applicable policies, procedures, laws and regulations of the countries in which they operate.

When there is a conflict between the provisions of this handbook and any other regulatory and legislative provisions, stricter provisions shall apply. However, if the local custom or practice conflicts with this handbook, Vendors are required to comply with the Vendor COBC.

The official text of this handbook shall be in the English language, and if there is a conflict with the translated version of the handbook, the English version shall prevail. If there is any ambiguity or doubts with regard to the above, Vendors shall consult the party in the Group whom they are contracting for clarification and guidance.

4. RESPONSIBILITY AND COMPLIANCE WITH THE VENDOR COBC

Vendors are required to:

- Understand and comply with the Vendor COBC; and
- Disseminate, educate and verify compliance of their Employees, subsidiaries, Affiliates and all other parties that they have appointed to conduct work for the Group, to this Vendor COBC.

Vendors shall read and declare compliance with the Vendor COBC via the Vendor Integrity Pledge. Through this pledge, the Vendor commits that all its operations are subject to the provisions contained in this Vendor COBC. Depending on the business needs, further requirements may be imposed on the Vendors through a separate agreement or terms and conditions. By acceptance of any purchase orders or contracts with the Group, the Vendor also acknowledges its acceptance of the Vendor COBC and compliance with its requirements.

SD Guthrie may amend this Vendor COBC from time to time. All Vendors are bound by such amendments and published from time to time and accessible at the SD Guthrie Berhad Corporate Website. References to the Vendor COBC shall be deemed to include such amendments and Vendors shall ensure compliance. SD Guthrie

We have the right to audit Vendors to verify compliance with this Vendor COBC and/or with the requirements set out in the third-party agreements to permit ongoing assessment of risk. In event of possible or actual non-compliance with this Vendor COBC, the Vendor shall promptly inform the Group and provide the necessary information, if any, and proceed to mitigate any risks that may arise. Violation of the Vendor COBC may jeopardise the Vendor's business relationship with the Group. Vendors may be subjected to appropriate action(s) by the Group which may include suspension, termination up to and including blacklisting. Violation of the Vendor COBC that is related to criminal acts or such that is governed and regulated by law may result in prosecution after referral to the appropriate authorities.

5. LABOUR & HUMAN RIGHTS

The Group is committed to ensuring ethical business conduct that protects the rights of Personnel and workers in our operations. When conducting work for the Group, Vendors and their Employees, their subsidiaries, Affiliates and all other parties that they have appointed to conduct work for the Group are required to uphold respect for human rights including labour rights as outlined in our Human Rights Charter¹, by treating their Employees and workers with respect, trust, honesty and dignity, and by providing a fair and ethical workplace. Vendors are also encouraged to have similar commitments within their business practices.

In the course of conducting work for the Group, Vendors are required to demonstrate the following standards of behaviours, where applicable:

5.1 Equal Opportunity and Non-Discrimination

We promote diversity and inclusion and will not tolerate any form of discrimination. Vendors are encouraged to provide equal opportunities to all of its Employees to ensure that employment-related decisions are based on relevant qualifications, merit, performance and other job-related factors and in compliance with all applicable laws and regulations. Vendors shall not discriminate against any Employee based on personal characteristics, such as gender, race, disability, nationality, religion, age or sexual orientation unless specific laws or regulations expressly provide for selection according to specific criteria.

5.2 Harassment & Violence

Vendors are required to promote an environment where all forms of harassment and violence are eliminated. Harassment and violence include (but are not limited to):

- Derogatory comments based on gender, racial or ethnic characteristics, and unwelcomed sexual advances.
- Any form of sexual harassment.

¹ SD Guthrie's Human Rights Charter is available on our website at www.sdguthrie.com

- Spreading of malicious rumours.
- Use of any forms of communication channels such as emails, voicemail or social media to transmit derogatory or discriminatory material.

5.3 Illegal Substances

The Group strictly prohibits the use or transfer of illegal drugs or other illegal substances in its workplace. Vendors shall ensure that such acts are not conducted by its Employees, while performing work for the Group.

5.4 Criminal Activities

Vendors shall ensure that none of its Employees, Affiliates or other parties assigned to conduct work for the Group are engaged or involved in any behaviour or activities that may be categorised as subversive or commit any wrongdoing, criminal or otherwise that is punishable under the laws of the countries where the Vendors and the Group operate. This may include (but is not limited to) the use of business dealings/transactions with the Group as a cover-up for their criminal, subversive and act of wrongdoings.

5.5 Reasonable Wages, Benefits & Working Hours

Vendors shall provide fair and reasonable employment conditions for its Employees, Affiliates or other parties, in particular, those assigned to perform work for the Group. Such employment conditions include, but are not limited to:

- Providing fair wage and benefits to its Employees, Affiliates or other parties based on the legally determined minimum wage that promotes productivity targets and ensuring overtime work is compensated statutorily.
- Complying with legal requirements on reasonable working hours, including holiday and leave entitlements.

5.6 Freedom of Association & Rights to Collective Bargaining

The Group respects the rights of employees to join and form organisations of their own choice and to bargain collectively. Vendors are encouraged to grant its Employees the right to Freedom of Association and Collective Bargaining in accordance with all applicable laws and regulations. In the absence of formal representation, Vendors are encouraged to provide alternative means of Employee engagement and grievance remedy.

5.7 Eradication of Exploitation

The Group endeavours to eradicate all forms of bonded and forced labour, slavery, human trafficking and sexual exploitation by implementing International Labour Organisation (ILO) core labour standards and conventions. When supplying labour to perform work for the Group, Vendors shall refrain from using or facilitating any of the following activities:

- The Vendors' Employees are not charged with recruitment fees for the purpose of restricting free movement.
- Original identification documents of the Vendors' Employees such as passports or work permits are not retained involuntarily by Vendors.
- Payment of the Employees' salaries is not withheld or delayed beyond the extent permitted by applicable laws and regulations in the countries where the Vendors operate.

In addition, the Vendors shall ensure that recruitment of its Employees and workers is done via legitimate recruitment agencies, which are properly licensed to operate under applicable laws.

5.8 Abolishment of Child Labour & Protecting the Rights of Children

The Group seeks to promote the well-being of children and safeguard them from any form of maltreatment or exploitation, including but not limited to child sex tourism, child trafficking, and child pornography. As such, Vendors shall not employ anyone under the age of 18 or the applicable minimum legal age in the countries they operate, unless in vocational and/or formal and structured apprenticeship, educational and training programmes.

5.9 Respecting Community Rights & the Rights of Indigenous and Vulnerable People

The Group upholds the process of Free, Prior and Informed Consent (FPIC) and recognise that, in addition to applicable laws and permits tied to the land, the indigenous people and local communities have the right to give or withhold their consent to proposed projects that may affect the lands they customarily own, occupy or otherwise use.

Vendors must respect the land rights of these communities affected by their operations in adherence to this process. These communities shall be consulted to clarify the rights or claims which come along with the land titles, so that harmony can be maintained. When dealing with these communities on behalf of the Group, Vendors shall consult the party in the Group whom they are contracting with on any required decision-making or actions to be taken.

Vendors are also required to protect and respect the rights of vulnerable people such as marginalised groups, persons of different abilities and refugees.

6. ENVIRONMENT, OCCUPATIONAL SAFETY & HEALTH

The Group strives to provide a safe, secure and healthy working environment to our Personnel and workers in our operations to support the wellbeing of our communities. Vendors are required to create and maintain safe working environment and to comply with the Environmental and Occupational Safety and Health laws and regulations of the countries where they operate.

In the course of conducting work for the Group, Vendors are required to demonstrate the following standards of behaviours, where applicable:

6.1 Workplace Environment

Vendors shall provide a safe and healthy working environment for its Employees in order to prevent accident and minimise risks. As such, their Employees shall be provided with free and adequate protective equipment and tools to undertake their tasks safely. Any reports on unsafe equipment and tools, hazardous conditions and accidents must be acted upon immediately.

Vendors shall also ensure that their Employees use the protective equipment and tools that are provided to them, including those provided by the Group.

6.2 Decent Working & Living Conditions

Vendors shall ensure the working and living conditions for its Employees are decent, by providing access to basic needs such as (but not limited to) clean toilet and bathroom facilities, potable water, sanitary food preparation and storage facilities, adequate lighting, ventilation, and reasonable personal space. Accommodations provided shall be safe and sanitary, besides being constructed and maintained according to all applicable laws and regulations.

6.3 Emergency Preparedness

Vendors shall be prepared in handling emergency situations and adequately provide its Employees with all the necessary health and safety information, equipment and facilities. Vendors shall ensure that:

- Written health and safety information, hazardous materials safety data sheets and warning signage are available, displayed and communicated in appropriate languages and forms that are understood by its Employees.
- Employees are adequately trained on safe working practices, accident procedures and emergency evacuation procedures.
- Employees are granted access to first aid equipment, medical facilities, fire exits, as well as fire-fighting and safety equipment.

6.4 Environmental Protection

Vendors are required to minimise health and environmental risk by utilising natural resources responsibly and reducing waste and emissions, where practicable. Vendors shall implement measures to prevent pollution and ensure that hazardous materials do not come into contact with the environment or are incorrectly handled or disposed.

Vendors shall also ensure that the Group's procedures regarding environmental protection are followed and in the absence of such procedures, they shall comply with the applicable laws and regulations pertaining to health and environment.

7. ETHICS & MANAGEMENT PRACTICES

Vendors are required to conduct their businesses in accordance with the standards of ethical behaviour prescribed in this Vendor COBC and in accordance with all applicable laws and regulations.

In the course of conducting work for the Group, Vendors are required to demonstrate the following standards of behaviours, where applicable.

7.1 Avoiding Conflicts of Interests

A conflict of interest arises when there is a personal interest that could be seen to have the potential to interfere with the objectivity in performing duties or exercising judgement.

Vendors must not use their positions as well as the Group's resources and assets for their personal gain or for the advantage of those they are associated with.

Vendors shall avoid conflicts of interests when dealing with or for the Group. Vendors who find themselves in actual or potential conflict are required to disclose it to the Group by completing the Vendor Conflict of Interest (COI) Declaration Form which is available on SD Guthrie Berhad Corporate Website as soon as the situation arises.

a) Dealings with the Group

In the event that the Vendor is related to any of the Group's Directors or Personnel or their Family Members who have any substantial financial interest in a Vendors' business, the Vendor shall disclose such information to the party in the Group whom the Vendor is contracting with, except in the case where the Vendor is a public listed company and such financial interest is less than 5% in equity.

b) Dealings with the Director or Personnel of the Group

Vendors may have personal dealings with any of the Group's Directors or Personnel or their Family Members. However, in such cases, Vendors shall ensure that these dealings are on an arms-length basis e.g. sales/purchases with terms which are not more favourable than those offered to the public.

c) Family Members and Close Personal Relationships

Any Vendor's Director or Employee who has a family relation or close personal relationship to the Group's Directors or Personnel must disclose such relationship to the party in the Group whom the Vendor is contracting with in order to ensure that their appointment as a Vendor will not be partly or fully determined, influenced or supervised by the said Director or Personnel of the Group. The Vendor shall fairly compete for any job awards based on their qualification, performance, skills, experience, pricing and other commercial offerings.

7.2 Guarding Against Bribery and Corruption

The Group takes a zero-tolerance approach towards bribery and corruption. As enforced by the local authorities in the countries where Vendors operate, the consequences of bribery and corruption are severe, and may include imprisonment for individuals, unlimited fines and debarment from tendering for public contracts.

Vendors shall not influence others or be influenced, either directly or indirectly, by paying or receiving bribes or kickbacks or any other measures that are deemed unethical or will tarnish the Group's reputation.

Vendors shall comply with all applicable Anti-bribery and Corruption laws and regulations in all countries where they operate.

The Vendors shall not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any individual in the Group or any other individual representing the Group, as an inducement, incentive, reward, or bonus to be selected and/or for any other purpose connected to the Group's dealings.

The Vendor shall not directly or indirectly promise, offer, grant or authorise the giving of money or anything else of value, to Public Officials, officers of private enterprises and their Connected Persons to obtain or retain a business or an advantage in the conduct of business when carrying out the Group's dealing. These include:

- Commissions that Vendors have reason to suspect will be perceived as bribes or have reason to suspect will be used by the recipient to pay bribes or for other corrupt purposes; and
- Facilitation payments ('grease payments') which are regarded as payments to Public Officials to gain access, secure or expedite the performance of a routine function they are in any event obligated to perform. We do not allow facilitation payments to be made. Vendors must inform the party in the Group whom they are contracting with when faced with any request for a facilitation payment. If Vendors have made any payment which could possibly be misconstrued as a facilitation payment, the party in the Group whom they are contracting with must immediately be notified and the payment recorded accordingly.

In any event, Vendors who engage third parties in connection to the Services provided to or on behalf of the Group, need to conduct due diligence on such third parties to identify the risk of corruption. Vendors shall also promptly submit all relevant information that may be requested by the Group for these purposes.

Vendors must also refrain from any activity or behaviour that could give rise to the perception or suspicion of any corrupt conduct or the attempt thereof. Promising, offering, giving or receiving any improper advantage in order to influence the decision of the recipient or to be so influenced may not only result in contractual breach but also criminal charges.

7.3 Gifts and Corporate Hospitality

The Group adopts a **No Gift Policy** and prohibits any form or usage of corporate hospitality to influence business decisions.

Vendors must not offer gifts (including in the form of cash or Cash Equivalents), personal services, frequent lavish meals, improper entertainment that is indecent or sexually oriented, travel which is not for a legitimate business purpose, or those otherwise that may put the Group in a position of conflict, with an intention to influence business decision or was otherwise intended or given with the expectation of gaining any advantage, or which may adversely affect the Group's reputation.

Vendors are required to comply with all applicable laws and regulations related to the corporate hospitality in all countries in which they operate. Any corporate hospitality offered must be legal, modest and reasonable and to promote good business relationships, provided that these do not become a regular feature that may influence business decision or adversely affect the Group's reputation.

7.4 Donations and Sponsorships

Company donations and sponsorships are part of a commitment to society and a way of contributing to worthy causes. Unfortunately, even legitimate donations and sponsorships sometimes have the risk of creating the appearance of bribery and corruption.

For that reason, when performing work on behalf of the Group, the Vendors shall not offer any donations or sponsorships to any third parties.

7.5 Protecting Group Assets

Vendors may have access to the Group's assets in the performance of their services. Vendors are required to protect these assets against waste, loss, damage, abuse, misuse, theft, misappropriation or infringement of Intellectual Property rights and ensure these assets are used responsibly.

7.6 Accuracy of Records of Business Transactions and Financial Information

The Group is committed to ensuring the integrity of financial information for the benefit of stakeholders, including but not limited to the board of Directors, Management, shareholders, creditors and government agencies.

Vendors must ensure that all business records and documents for all transactions conducted with the Group are accurate, up-to-date, legible, readily identifiable and retrievable. All records shall be handled according to the appropriate level of confidentiality and conform to generally accepted accounting principles as well as to all applicable laws and regulations of the jurisdiction in which the Vendors and the Group operate. Such records shall be furnished or made available to the Group, as and when required, to facilitate verification or audit purposes.

Falsification of financial or any other records or misrepresentation of information may constitute Fraud and can result in civil and criminal liabilities for Vendors.

7.7 Proprietary and Confidential Information

Vendors are required to protect the Group's Proprietary Information and Confidential Information. Such information shall only be used by Vendors for the purposes authorised for use by the Group. Vendors shall not communicate or disclose such information in any manner to third parties unless such communication or disclosure is authorised by the Group or in cases where such information has become publicly available.

Vendors have an obligation to continue to preserve the Proprietary Information and Confidential Information even after their contractual obligations to conduct work for the Group have been completed or have ceased to take effect, unless such disclosure is required by order of any court of competent jurisdiction or any competent judicial, governmental or regulatory authority.

7.8 Insider Information, Securities Trading and Public Disclosure

As a public listed company, the Group is required to comply with various laws and regulations to make timely, full and fair public disclosure of information that may materially affect the market or its stock.

Our Vendors are not allowed to trade in securities or other financial instruments based on the information that is obtained in the performance of duties, if that information has not been reported publicly.

Vendors must also refrain from disclosing insider information to anyone, including their Family Members and friends, unless such disclosure is required by order of any court of competent jurisdiction or any competent judicial, governmental or regulatory authority.

Disclosure of material, non-public information to others can result in civil and criminal penalties.

7.9 Personal Data Protection

The Group respects the privacy and confidentiality of its Personnel, Directors, Counterparties, Business Partners and Customers' personal data. Vendors are required to do the same by keeping personal data private and protected, unless access is granted for legitimate business purposes.

Vendors are required to comply with all applicable personal data protection laws in all countries which the Group operates. Appropriate measures must be taken when dealing with personal data in terms of collection, processing, disclosure, security, storage and retention.

7.10 Social Media

Vendors shall not utilise social media in any way where the activity may adversely impact the Group's reputation, and always seek the Group's consent for any usage of photograph or other media captured in the Group's sites, the Group's logo, copyright materials, trademarks, and Personnel data. Vendors who are tasked to manage the Group's official social media accounts are responsible for ensuring that the management of the accounts, and the activities within, are in accordance with the Group's Social Media Policy and Guidelines. In such cases, Vendors are responsible to acquire a copy of the Group's Social Media Policy and Guidelines from the party in the Group whom they are contracting with.

7.11 Competition and Antitrust Laws

Vendors are required to comply with competition and antitrust laws that govern the countries in which they operate. Vendors shall not use illegal or unethical methods to compete in the market or collude with other Vendors in business dealings with the Group. This includes without limitation:

- exchanging competitive information with Competitors;
- bid rigging (including an arrangement to submit sham bids);
- price fixing or terms related to pricing;
- market, territories or Customers allocations;
- adopting strategies to illegally exclude Competitors from the market, such as, without limitation anti-competitive bundling or predatory pricing or any other prohibited conduct that limits free and fair competition.

7.12 International Trade Laws

As a multinational company conducting business across the globe, the Group is subjected to laws and regulations that govern international trade. Vendors whose line of work with the Group is impacted by these laws, are required to familiarise and comply with such applicable laws and regulations, particularly in relation to (but not limited to) sanctions, import and export controls, and other trade barriers and import duties.

7.13 Dealing with Regulators, Government Agencies, Political Parties and International Organisations

The Group strives to build transparent and fair relationships with regulators, government agencies, Political Parties and international organisations. In this regard:

- Vendors shall direct any request for information on the Group by regulators and/or government agencies to the Group, subject to legal and confidentiality constraints;
- Vendors shall not make any direct or indirect political contributions on behalf of the Group and shall avoid from even having the appearance of making such contributions or expenditure to any Political Party, candidate or campaign on behalf of the Group; and
- Vendors shall comply with the applicable laws and regulations relating to their dealings with these parties in all countries in which they operate.

7.14 Anti-Money Laundering and Counter-Financing of Terrorism Laws

Vendors are required to comply with any Anti-Money Laundering and Counter Financing of Terrorism laws in all countries in which they operate. Vendors shall not be involved in Money Laundering activities, either directly or indirectly. Such activities include colluding with any of the Group's Personnel to transfer or obtain illegal funds and using their work with the Group as a cover-up for their illegal activities and Money Laundering transactions.

Other activities may include, but are not limited to the following:

- Payments made in currencies that differ from invoices;
- Attempts to make payment in cash or Cash Equivalent (out of normal business practice);
- Payments made by third parties that are not parties to the Contract; and
- Payments to or accounts of third parties that are not parties to the Contract.

8. CONTACT US

Vendors who may have concerns about any actual or potential violations of the applicable laws and regulations including any provisions of this Vendor COBC, by any Director or Personnel of the Group, anyone conducting work for the Group, or acting on behalf of the Group, shall report the matter to the Group using the following reporting channels:



Whistleblowing e-Form at [SD Guthrie Corporate Website](#)



Emails:
GAC Chairman:
gacchairman@sdguthrie.com

Whistleblowing Unit:
whistleblowing@sdguthrie.com



Calls to Toll Free Numbers (Malaysian Office Hours; GMT+8 hours):

Malaysia	1 800 22 3388
Indonesia	007 8036 01 5252
Thailand	1 800 011 933
Netherlands	0800 0220 028
South Africa	0800 993 820
United Kingdom	0808 2344 999

Calls to Hotline at: +6019 - 2797 553



Letters to Whistleblowing Unit at:
Whistleblowing Unit
SD Guthrie Berhad
P.O. Box 8068
Kelana Jaya
46781 Selangor, Malaysia

DEFINITIONS

The definitions of the key terms used in this Vendor COBC are as follows:

TERMS	DESCRIPTIONS
Affiliate	A person or organisation officially attached to the Vendor.
Anti-bribery and Corruption Laws	Laws that prohibit the offer of money, goods or services to a person in order to persuade him to perform an action, in many cases illegal, in the interests of the person offering the bribe or corruption.
Anti-Money Laundering and Counter Financing of Terrorism Laws	Anti-Money Laundering and Counter Financing of Terrorism laws are designed to help prevent legitimate businesses from being used by criminals for this purpose, and to assist law enforcement agencies to trace and recover criminal assets and terrorist funding.
Antitrust Laws	Laws intended to promote free competition in the market place by outlawing monopolies.
Assets	Tangible or intangible resources controlled by the enterprise as a result of past transactions or event and from which future economic benefits are expected to flow to the enterprise. Such resources shall include buildings, sites, equipment, tools, supplies, communication facilities, funds, accounts, computer programmes, information, technology, documents, patents, trademarks, copyrights, know-how and other resources or property of the Group.
Breach	Behaviour that results in any form of disciplinary action against a person or persons.
Bribery & Corruption	<p>Definition includes but not limited to:</p> <ul style="list-style-type: none"> a) cash or in-kind e.g. money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage; b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity; c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part; d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage; e) any forbearance to demand any money or money's worth or valuable thing; f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the

TERMS	DESCRIPTIONS
	<p>exercise or the forbearance from the exercise of any right or any official power or duty; and</p> <p>any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).</p>
Business Partner	Any party with which the Group has a commercial relationship with but is not in a position to exercise a significant or controlling influence over, such as Customers, Joint Ventures (non-controlling interest) and business alliances.
Cash Equivalent	An asset, such as property or stock, that has a realisable cash value equivalent to a specific sum of money, or an asset that is easily convertible to cash, for example, a Treasury bill.
COBC	Code of Business Conduct
Competitors	Competitors are persons or entities that render the same or very similar services or supply the same or similar products as the Group in any one or a number of business environments.
Confidential Information	<p>a) Any information in any form whatsoever not generally known, and propriety to the Group including but not limited to information relating to their processes, operations, trade, products, research, development, manufacture, purchasing, business, business prospects, transactions, affairs, activities, know-how, Intellectual Property, accounting, finance, planning, operations, customers data, engineering, marketing, merchandising and selling, proprietary trade information, payroll figures, personal data of employees, customers' list, records, agreements and information, technical and other related information, and any books, accounts and records kept by the Group for the purpose of its business;</p> <p>b) All information disclosed to a director or an employee or to which the director or employee obtains access during his/ her tenure which he/ she has reason or ought to have reason to believe to be Confidential Information, shall be presumed to be Confidential Information and shall include (but shall not be limited to) price lists, business methods, customer history, records, information and inventions; and</p> <p>Any such information as described in (a) and (b) above which relate to any of the Group's suppliers, agents, distributors and customers.</p>
Connected Persons	<p>Connected Persons include the following:</p> <ul style="list-style-type: none"> • A Family Member of that business partner or official, including his/ her spouse, parent, child (including adopted child and stepchild), brother, sister and the spouse of his/ her child, brother or sister;

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	<ul style="list-style-type: none"> • A body corporate which is associated with that business partner or official; • A trustee of a trust (other than a trustee for an employee share scheme or pension scheme) under which that business partner or official or a member of his/her family is a beneficiary; or • A partner of that business partner or official or a partner of a person connected with that business partner or official.
Contract	An agreement that legally obliges a party to do, or not to do, a certain thing. Examples of contracts include sales and purchase contracts, service contracts and others.
Counterparties	Consultants, agents, contractors and goods/ service providers of the Group who have direct dealings with the Group.
Customers	Customers are persons or entities to which the Group provides products or render services to and includes potential customers.
Directors	Directors include all independent and non-independent directors, executive and non-executive directors shall also include alternate or substitute directors.
Employee	Employee shall encompass all personnel including senior management, managers, executives and non-executives under the employment of the Vendor. This also covers temporary staff, interns and/ or any third party that the Vendor assigned to perform work for the Group.
Ethics	Refers to standards of conduct, which indicate how to behave, based on moral duties and virtues arising from principles of right and wrong. Ethics involve two aspects namely the ability to distinguish right from wrong and the commitment to do what is right.
Family Members	Shall include the Director's or employee's spouse, parent, child (including adopted child and step child), brother, sister and the spouse of his/her child, brother or sister.
Fraud	A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegation, or by concealment of what should have been disclosed, that deceive or is intended to deceive another person.
"Group" or " SD Guthrie Group" or "SD Guthrie"	SD Guthrie Berhad and its Group Companies.
Free, Prior and Informed Consent or FPIC	The principle that a community has the right to give or withhold its consent to proposed projects that may affect the lands they customarily own, occupy or otherwise use. It implies informed, non-coercive negotiations between investors, companies or governments and indigenous peoples prior to the development and establishment of oil palm estates, timber plantations or other enterprises on their customary lands. This principle means that those

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	who wish to use the customary lands belonging to indigenous or local communities must enter into negotiations with them.
Intellectual Property	Proprietary business or technical information of value protected by patent, trademark, copyright, or trade secret laws.
Management	The Group's Plantation Leadership Committee members and other Personnel with executive powers/decision-making authority over business operations.
"Personnel" or "Group's Personnel"	An individual who has entered into a contract of employment with the Group. This includes employees on secondment to the Group's joint ventures, affiliates or associates, temporary staff and interns. Excludes independent contractors and consultants who are engaged for the duration of a specific task or assignment.
Political Party	A group of people organised to acquire and exercise political power.
Proprietary Information	Proprietary Information is information held by a person or entity concerning the know-how, trade secrets or other information of any kind, whether in printed or electronic format, including but not limited to Intellectual Property rights, technical information, business processes, sales forecasts, marketing strategies, customer lists or potential customer information, financial records or operations which is regarded as being confidential in nature (whether or not labelled as confidential) and belongs to and owned by the Group.
Public Officials	Public Officials are defined broadly to include officers or employees acting on behalf of a government or public body or agency. It could also refer to officers or employees of a government international organisation, such as the United Nations, Trade Organisations, Trade Unions, NGOs and Industry Bodies. It also includes political officials or employees of political parties or candidates for political office.
Money Laundering	Money Laundering is the process of hiding the true nature or source of illegally obtained funds (such as from the drug trade or terrorist activities) and passing it surreptitiously through legitimate business channels by means of bank deposits, investments, or transfers from one place (or person) to another.
Vendor	Vendor include suppliers, consultants, agents, contractors and goods/service providers of the Group who have direct dealings with the Group.