



MR D.I.Y. GROUP (M) BERHAD

VENDOR CODE OF CONDUCT

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1. INTRODUCTION

- 1.1 MR D.I.Y. GROUP (M) BERHAD (“MR D.I.Y.”) is committed to conducting its business in an ethical and socially responsible manner and in compliance with applicable laws and regulations.
- 1.2 This Vendor Code of Conduct (“Vendor Code”) shall apply to all vendors which consists of suppliers, contractors, consultants and agents of MR D.I.Y. and to any person(s) appointed by them in any capacity to deliver the goods or perform any part of the services, including their employees, agents, suppliers and sub-contractors (“Vendors”). MR D.I.Y. expects the Vendor to comply with this Vendor Code when engaging with MR D.I.Y. and throughout its conduct of business with MR D.I.Y.
- 1.3 This Vendor Code establishes a set of obligations and standards on business and ethical practices, as well as professional conduct expected of all Vendors engaging or working with MR D.I.Y.
- 1.4 All Vendors are required to sign the “Vendor Engagement Form” (Appendix 1) which is the Vendor’s declaration of its compliance to the Vendor Code, the relevant laws and regulations.

2. STANDARDS OF VENDOR ENGAGEMENT

Vendors are expected to meet the standards of their industry and comply with all relevant laws and regulations that govern their business and activities in the country in which they operate as well as Malaysian laws and regulations. This Vendor Code sets out specific obligations and standards pertaining to, among others, the quality and safety of the products sold to MR D.I.Y., vendor workplace standards, as well as vendor business and environmental practices.

2.1 QUALITY AND SAFETY

- 2.1.1 MR D.I.Y. expects its vendors to supply goods and/ or services that fully comply with MR D.I.Y. specifications and vendors must ensure that products supplied to MR D.I.Y. are manufactured and distributed in

accordance with applicable laws and perform as warranted and are safe for their intended use.

- 2.1.2 All required permits, licenses and registrations will be obtained, maintained and kept up-to-date.
- 2.1.3 Vendors are expected to notify MR D.I.Y. of any circumstances which could potentially affect the safety and/ or quality of any given products or services as soon as practicable, to co-operate fully with MR D.I.Y. and to take all necessary steps to address any health, safety or regulatory issues associated with products and/ or services provided.

2.2 VENDOR WORKPLACE STANDARDS

- 2.2.1 **Occupational Health and Safety** – We encourage all Vendors to follow and/ or comply with the standard of Occupational Health and Safety Assessment Series (OHSAS). In this respect, Vendors must provide their employees with a safe and healthy work environment that complies with local laws and regulations. Suppliers should provide appropriate controls, safe work procedures, preventative maintenance and necessary technical protective measures to mitigate health and safety risks in the workplace. At a minimum, Vendors are required to operate in compliance with relevant health and safety laws and regulations of the country in which they operate and provide necessary training to the employees.
- 2.2.2 **No Forced Labour** – Employment must be voluntary and free from financial penalties or coercion. MR D.I.Y. will not knowingly work with vendors that use any form of forced labour in the manufacturing of products or the provision of services.
- 2.2.3 **No Child Labour** – Vendors shall not employ workers under the minimum age for employment in the country of manufacture or, in the absence of a minimum age requirement or relevant laws, to be consistent with the International Labour Organisation core labour standards and the United Nations Global Compact principles.

- 2.2.4 **Fair Treatment** – Vendors must provide their employees with a workplace free of harsh and inhumane treatment, without any sexual harassment, sexual abuse, corporal punishment or torture, mental or physical coercion or verbal abuse of employees, or the threat of any such treatment.
- 2.2.5 **No Discrimination** - Cultural differences must be respected and workers are expected to be employed based on merit, performance and ability, and not based on personal characteristics or beliefs. MR D.I.Y. encourages vendors to eliminate workplace discrimination with respect to hiring, salary, benefits, advancement, discipline or termination on the basis of gender, race, religions, age, disability, nationality and/ or others (wherever applicable in the respective countries).
- 2.2.6 **Working Hours, Wages and Benefits** – Working hours for vendors' employees shall not exceed the maximum set by the applicable country law. Compensation paid to employees must comply with applicable wage laws, to meet or exceed the legal minimum standards and ensure an adequate standard of living. Unless otherwise provided by local laws, deductions from basic wages as a disciplinary measure will not be permitted. Vendors are expected to provide their employees with fair and competitive compensation and benefits. Compensation and benefits should aim at providing an adequate standard of living for employees and their families. Vendors' employees must be paid in a timely manner. It is recommended that vendors offer their employees ample training and educational opportunities.
- 2.2.7 **Freedom of Association & Rights to Collective Bargaining** – Vendors shall respect employees' right to join and manage a labour union chosen by the employees themselves, and for the employees' representative to enter into collective bargaining with the company, subject to the applicable country laws and regulations.

2.3 ENVIRONMENT

- 2.3.1 Vendors are expected to recognise that environmental responsibility is integral. In manufacturing operations, adverse effects on the community, environment and natural resources are to be minimized while safeguarding the health and safety of the public.
- 2.3.2 MR D.I.Y. seeks to work with vendors who strive to use resources, material and energy as efficiently and responsibly as possible. At a minimum, vendors are required to operate in compliance with relevant environmental laws of the country in which they operate.

2.4 CONFLICTS OF INTEREST

MR D.I.Y. has put in place its Conflict of Interest Policy and MR D.I.Y. employees are bound by its Code of Business Ethics and Conflict of Interest Policy which requires them to avoid placing themselves in a situation of conflict of interest, actual or apparent. Consequently, employees must not be put in a position where personal or financial incentives or interests may impair their judgment and ability to make sound and unbiased business decisions in the best interest of MR D.I.Y.. We expect vendors who engaged or seek to engage with MR D.I.Y. to adhere to these ethical principles and do not offer business courtesies (such as gifts and entertainment). Furthermore, vendors are obliged to declare any conflict of interest it has with MR D.I.Y., if any.

2.5 COMPLIANCE WITH ANTI-CORRUPTION LAWS

- 2.5.1 MR D.I.Y. takes a strong stance against bribery and corruption. No one should directly or indirectly, accept any kind of bribes, kickbacks or any other unlawful or unethical benefits that might be seen to be an activity or behaviour that could give rise to suspicion of such conduct.
- 2.5.2 MR D.I.Y. has put in place its Anti-Bribery and Corruption Policy and other related policies such as its Gifts and Entertainment Policy. All vendors shall adhere to and comply with all the relevant and applicable policies and laws.

2.5.3 Prior to the engagement, all vendors shall sign the anti-bribery and corruption declaration form and to complete the due diligence questionnaire and other measures as required by MR D.I.Y. from time to time.

2.6 PROTECTION OF INTELLECTUAL PROPERTY

2.6.1 Vendors must respect all intellectual property (IP) rights, including trademarks, copyrights, patents, industrial designs and shall not at any time infringe or cause to infringe MR D.I.Y. and third parties' IP.

2.6.2 Vendors must only use IP which they own or have been legitimately acquired and licensed, in accordance with their respective terms of use or licence.

2.6.3 MR D.I.Y. views infringement of its IP seriously and will take legal action to protect its IP rights.

2.7 CONFIDENTIALITY

Vendors must hold all confidential information regarding MR D.I.Y. which may be communicated to them or to which they may have access in strict confidence and are also expected to take reasonable means to protect such information. Confidential information includes all non-public information about MR D.I.Y., including but not limited to business plans, forecasts, retail pricing arrangements and pricing strategies, personal information about MR D.I.Y. employees, trade secrets and intellectual property. Vendors must not disclose, share or use this information other than for the benefit of MR D.I.Y.. This includes a prohibition to display or allow any supplier/vendor or factory to display items packaged for MR D.I.Y. or on the packaging of which MR D.I.Y.'s name, trademark(s) or logo(s) appear in any trade.

As part of good corporate governance, MR. D.I.Y. has established a whistleblowing policy that sets out avenues for legitimate concerns to be objectively investigated and addressed. Vendors will be able to raise concerns about illegal, unethical or questionable practices (especially in relation to the expectations set out in Vendor Code) in confidence and without the risk of reprisal. You can share your concerns or report malpractices or any breaches in a safe and secured manner by emailing on my.whistleblowers@mrdiy.com. Rest assured that

all the matters reported will be investigated by a neutral independent authority. MR. D.I.Y. commits to ensure that all disclosed information, including the identity of the complainant shall be treated with strictest confidence.

Subject to the terms of any specific contractual provisions that apply, we expect that each Vendors we engaged will make available to us, upon request, a copy of any audit that has been performed of the controls and/or operating effectiveness of the Vendors. In general, we also expect each vendor to provide us with responses to our reasonable requests for information about compliance with this Vendor Code. Notwithstanding to the aforesaid, MR D.I.Y. reserves the rights to conduct audit on the Vendors, whenever and wherever necessary.

MR D.I.Y. will make every effort to investigate reported violations and take appropriate measures to maintain the integrity of its business. Likewise, Vendors who violate or fail to comply with this Vendor Code will be reported immediately and may face penalty measures, including termination of contract and/ or blacklisting of Vendors from providing goods or services to MR D.I.Y..

**TRANSLATION
(CHINESE VERSION)**



MR D.I.Y. GROUP (M) BERHAD

供应商行为准则

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1. 介绍

- 1.1** MR D.I.Y. GROUP (M) BERHAD (“MR DIY”) 致力于以道德和对社会负责的方式并遵守适用的法律和法规开展业务。
- 1.2** 本供应商行为准则 (“供应商准则”) 应适用向 MR DIY 的供应商、承包商、顾问和代理人组成的所有供应商，以及由他们任命的以任何身份交付货物或执行任何部分服务的任何人，包括他们的员工、代理人、- 承包商 (“供应商”)。MR DIY 希望供应商在与 MR DIY 合作以及在与 MR DIY 开展业务的整个过程中遵守本供应商准则。
- 1.3** 本供应商守则建立了一套关于商业和道德实践的义务和标准，以及所有参与或与 MR DIY 合作的供应商的专业行为。
- 1.4** 所有供应商均须签署「供应商参与表格」 (附录 1)，该表格为供应商遵守供应商守则、相关法律及法规的声明。

2. 供应商参与标准

供应商符合其行业标准，并遵守管辖其在其经营所在国家的业务和活动的的所有相关法律法规以及马来西亚法律法规。本供应商守则规定了与销售给 MR DIY 的产品的质量、安全、供应商工作场所标准以及供应商业务和环境实践等相关的特定义务和标准。

2.1 质量与安全

- 2.1.1** MR DIY 希望其供应商提供完全符合 MR DIY 规范的商品和/或服务，并且供应商必须确保供应给 MR DIY 的产品是在根据相关法律并且对于其预期用途是安全的。

- 2.1.2 将获得、维护和更新所有必需的许可证、执照和注册。
- 2.1.3 供应商应尽快将可能影响任何特定产品或服务的安全和/或质量的任何情况通知 MR DIY，与 MR DIY 充分合作并采取一切必要措施解决任何健康问题，与提供的产品和/或服务相关的安全或监管问题。

2.2 供应商工作场所标准

- 2.2.1 **职业 健康和安**全 – 我们鼓励所有供应商遵循和/或遵守 职业健康与安全评估系列 (OHSAS)。在这方面，供应商必须为员工提供符合当地法律法规的安全、健康的工作环境。供应商应提供适当的控制、安全工作程序、预防性维护和必要的技术保护措施，以减轻工作场所的健康和安全风险。至少，供应商必须遵守其经营所在国家/地区的相关健康和安法律法规，并向员工提供必要的培训。
- 2.2.2 **没有强迫劳动** – 就业必须是自愿的，不受经济处罚或胁迫。MR DIY 不会与故意或在产品制造或服务提供中使用任何形式强迫劳动的供应商合作。
- 2.2.3 **无童工** – 供应商不得雇用童工，以遵守和符合国际劳工组织核心劳工标准和联合国全球契约原则。

- 2.2.4 **公平的对待** – 供应商必须为其员工提供一个没有苛刻和无人道待遇的工作场所，不得对员工进行任何性骚扰、体罚或酷刑、精神或身体胁迫或言语虐待，或任何此类待遇的威胁。
- 2.2.5 **无歧视** - 必须尊重文化差异，员工的聘用应基于优点、表现和能力，而不是基于个人特征或信仰。MR DIY 鼓励供应商消除基于性别、种族、宗教、年龄、残疾、国籍和/或其他（在相应国家/地区适用的情况下）在招聘、工资、福利、晋升、纪律或解雇方面的工作场所歧视。
- 2.2.6 **工作时间、工资和福利** – 供应商员工的工作时间不得超过相关国家/地区法律规定的最长工作时间。支付给员工的报酬必须符合适用的工资法，达到或超过法定最低标准并确保足够的生活水平。除非当地法律另有规定，否则不允许以扣减基本工资作为纪律措施。供应商应为其员工提供公平且具有竞争力的薪酬和福利。薪酬和福利应旨在为员工及其家人提供足够的生活水平。供应商的员工必须及时获得报酬。建议供应商为其员工提供充足的培训和教育机会。
- 2.2.7 **结社自由**– 供应商应尊重员工组建和/或加入其选择的组织的权利，但须遵守相关国家/地区法律法规。

2.3 环境

- 2.3.1 供应商应认识到环境责任是不可或缺的。在制造操作中，应尽量减少对社区和环境的不利影响，同时保护公众的健康和安全。

2.3.2 MR DIY 寻求与负责任地使用资源、材料和能源的供应商合作。至少，供应商必须遵守其经营所在国家/地区的相关环境法律和标准，涉及能源使用、气候变化影响测量，包括温室气体排放、水资源使用、生物多样性影响、污染、废物、资源和其他环境问题。

2.4 利益冲突

MR DIY 已实施其利益冲突政策，MR DIY 员工受其商业道德准则和利益冲突政策的约束，该准则要求他们避免将自己置于实际或明显的利益冲突情况中。因此，不得将员工置于个人或财务激励或利益可能会损害他们的判断力以及为 MR DIY 的最佳利益做出合理和公正的商业决策的能力的位置。我们希望参与或寻求参与 MR DIY 的供应商遵守这些道德原则，并且不提供商业礼遇（例如礼品和招待）。此外，供应商有义务声明其与 MR DIY 的任何利益冲突。

2.5 遵守反腐败法

2.5.1 MR DIY 坚决反对贿赂和腐败。任何人都不应直接或间接接受任何形式的贿赂、回扣或任何其他非法或不道德的好处，这些好处可能被视为可能引起怀疑此类行为的活动或行为。

2.5.2 MR DIY 已实施其反贿赂和腐败政策以及其他相关政策，例如其礼品和招待政策。所有供应商均应遵守并遵守所有相关和适用的政策和法律。

2.5.3 在聘用前，所有供应商应签署反贿赂和腐败申报表。

2.6 保护知识产权

2.6.1 供应商必须尊重所有知识产权 (IP) 权利，包括商标、版权、专利、工业设计，并且不得在任何时候侵犯或导致侵犯 MR DIY 和第三方的知识产权。

2.6.2 供应商只能使用知识产权根据各自的使用条款或合法获得和许可。

2.6.3 MR DIY 对侵犯其知识产权的行为非常重视，并将采取法律行动保护其知识产权。

2.7 保密

由于 MR DIY 尊重他人的机密信息，我们希望我们的供应商平等地保护机密信息，并且不会在适当的交流圈之外分享。在这方面，供应商必须持有有关 MR DIY 的所有机密信息，这些信息可能会传达给他们或他们可以严格保密地访问，并且还应采取合理的手段来保护此类信息。机密信息包括有关 MR DIY 的所有非公开信息，包括但不限于商业计划、预测、零售定价安排和定价策略、有关 MR DIY 员工的个人信息、商业秘密和知识产权。除了为 MR DIY 的利益外，供应商不得披露、共享或使用此信息

作为良好公司治理的一部分，MR. DIY 制定了举报政策，规定了客观调查和解决合法问题的途径。供应商将能够对非法、不道德或有问题的做法（尤其是与供应商准则中规定的期望有关）提出疑虑，而不会受到报复的风险。供应商可以通过电子邮件以安全可靠的方式分享他们的担忧或报告不当行为或任何违规行为 my.whistleblowers@mrdiy.com。请放心，所有报告的事项都将由中立的独立机构进行调查。先生。DIY 承诺确保所有披露的信息，包括投诉人的身份，都将受到最严格的保密。

MR DIY 已经建立了供应商采购评估，其中将包括上述社会和环境因素。这包括正式或非正式的评估，以及在必要时进行的实物检查审计。根据适用的任何特定合同条款的条款，我们预计我们聘用的供应商将应要求向我们提供已对供应商的控制和/或运营有效性进行的任何审计的副本。一般而言，我们还希望供应商对我们提供有关遵守本供应商准则的信息的合理要求做出回应。

MR DIY 将尽一切努力调查报告的违规行为，并采取适当措施维护其业务的完整性。同样，违反或不遵守本供应商守则的供应商将被立即报告并可能面临处罚措施，包括终止合同和/或供应商向 MR DIY 提供商品或服务的黑名单。