

VENDOR CODE OF CONDUCT

CENVIRO GROUP is committed to strengthen its corporate governance and continuously conduct its business with the highest standard of ethics, integrity and fairness especially in its procurement activities. Likewise, CENVIRO GROUP expects its Vendor to embrace the same level of commitment to these principles as set out in CENVIRO GROUP's Vendor Code of Conduct (VCOC). Vendor refers to any existing or prospective person/entity that supplies goods or provide services to CENVIRO GROUP i.e. contractors, professional service providers, consultants, bankers, suppliers, sub-contractors, agents, and other business partner.

This VCOC is intended to clarify the minimum standard of behavior essential for all its Vendor(s) while conducting business with or on behalf of CENVIRO GROUP. It complements CENVIRO GROUP's Code of Conduct, Procurement Policies & Procedures and other related policies.

We require that CENVIRO GROUP's vendors adopt practices and operate in strict accordance with this VCOC by educating its employees, sub-contractors and agents on the VCOC requirements and monitor its compliance.

We may require the immediate removal of any Vendor representative(s) or personnel who behave in a manner that is unlawful or inconsistent with this Code or any of CENVIRO GROUP's policy.

The VCOC must also be read and understood by all employees of CENVIRO GROUP (in Procurement and other relevant departments) who deal with vendors.

1. BUSINESS COMPLIANCE



Compliance with Law – Vendors' Business activities shall comply with all applicable laws and regulations including, but not limited to, any laws relating to bribery, corruption, fraud, money laundering, competition, personal data protection, employment, safety, health and environment, etc.

Child and Involuntary Labour – Vendor must not use or exploit any form of child, forced or involuntary labour. Their recruitment of employees shall adhere to the minimum employment age limit.

Employment Status – Vendor shall ensure that any contract or foreign labour, whether employed in their own premises or contracted to work in CENVIRO's premises, is fully legit and compliant with all government requirements. The Vendor is responsible for validating such compliance through appropriate documentation.

2. BUSINESS ETHICS & INTEGRITY



Conflict of Interest – Vendor must avoid conflict of interest or improprieties and is expected to immediately disclose or report any conflict of interest or improprieties, whether actual or potential. A conflict of interest exists when an employee's own interests, including personal, social, and financial, interfere in any way with the employee's obligations to act in the best interest of CENVIRO GROUP.

Vendor shall disclose if any of CENVIRO GROUP's employee has interest of any kind in the Vendor's business.

Gifts and Entertainment– Vendors shall refrain from giving or receiving gifts, entertainment or gratuities (directly or indirectly) to/from CENVIRO GROUP's employees or representatives or any public official, body or agency because (even well – intentioned) they may be construed as influencing, compromising judgement or obligating a person in performing official duties. An employee of CENVIRO GROUP may not accept or give anything, or any favors or inducements or gratification from/to any vendor. Gifts and entertainment could include without limitation tangible goods (mobile phones, tablets, watches, etc.), dining, all expenses paid conference/training, event tickets, additional discounts on price, tokens, golf, movies, karaoke, spa, orchestra, theatre, concerts, flight tickets, travel/holiday trips, promotional expenses, paid services, club memberships, and other hospitality expenses.

There may be exceptions to the rule where the offer or acceptance of gifts and hospitality, including expenses are subject to CENVIRO GROUP's Gift, Hospitality & Expenses Guideline.

Anti-Bribery/Corruption – Vendor is prohibited from offering, promising, authorizing, paying, soliciting, or receiving (whether directly or indirectly) any form of bribe, kickback or improper payment as an inducement or reward to/from any employee/person for any business transaction involving CENVIRO GROUP including (but is not limited to) cash, property, loan, any privilege, special benefit, any gratification, financing, secret commissions, favours, employment, charitable donations, sponsorship or any other form of monetary or non-monetary value ("Advantages").

Payments to Facilitate – Vendors are not permitted to offer, accept or give payments either directly or indirectly to induce any public or private officials to perform routine functions that they are otherwise obliged to perform since these can sometimes be perceived as bribes.

Fair Competition – Vendors shall conduct their business in line with fair competition and in accordance with the Competition Act 2010 and all applicable anti-competitive laws.

Vendors shall never conspire, collude or form cartels either directly or indirectly with other Vendors to reduce or eliminate competition during the submission of tenders or quotations to CENVIRO GROUP.

Price reasonableness - Vendors are expected to quote price that reflects the true value of their products, services and works and do not overcharge.

Intellectual Property – Vendors shall not engage in any activities which infringe the intellectual property rights of CENVIRO GROUP. Vendor is prohibited to use CENVIRO GROUP's logos, trademarks, legal entity names, or any form of intellectual property for marketing and advertisement purposes in their business.

The use of any CENVIRO GROUP's intellectual property which includes transfer of technology and know-how, trademarks and/or any copyright materials is strictly prohibited.

Protecting Company/Personal Information – Vendors should protect the confidential or privacy of personal information of CENVIRO GROUP. Vendors who have been given access to confidential/personal information as part of the business relationship shall not share this information with anyone unless authorized/consented to do so in writing by CENVIRO GROUP. Such information must not be used for personal gain.

Accurate Representation – Vendors shall avoid misrepresentation and shall disclose accurate details of their business background, financial standings, capabilities, experiences, qualifications, etc. whenever requested by CENVIRO GROUP as a condition for doing business together.

Quality of Goods or Services – Vendors are committed to ensure good quality of services or goods are provided to CENVIRO GROUP and shall honor their obligations under the agreements/contracts with CENVIRO GROUP. Vendors shall not supply defective/inferior/sub-standard goods or services.

3. HEALTH, SAFETY, SECURITY, ENVIRONMENT



While performing works for CENVIRO GROUP in our premises or outside of our premises, Vendors must comply with CENVIRO GROUP's Health, Safety, Security & Environment (HSSE) Framework, specifically CENVIRO GROUP's Contractor HSSE Management Guidelines, adhering to all applicable environmental & health and safety laws, regulations and standards, and company policies, and remain under supervision or guidance of a CENVIRO GROUP employee at all time.

Vendors are responsible for managing, measuring and minimizing their environmental impact which includes air emissions, wastewater, and hazardous substances. Chemicals and other materials that poses hazards to human or to the environment are to be identified, labelled and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

Vendor shall take appropriate actions such as conducting risk assessments, formulating policies, standards, procedures, contingency measures and management systems in order to prevent occupational illnesses, injuries and accidents and to provide a safe and healthy workplace to its employees.

Failure in compliance and as a result of accidents or incidents, a consequence management may take place.

4. COMMUNICATION & DOCUMENTATION



Documentation & Records – Vendors must keep accurate records of all transactions and matters related to CENVIRO GROUP in accordance with applicable laws and regulations. This includes the proper recording of all expenses and payments. If we are being charged for a vendor's employee's time, time records must be complete and accurate. Vendor is not allowed to submit fictitious invoicing / billing to CENVIRO GROUP.

Press Statements –Vendors shall not speak to members of the press on our behalf or make any statement concerning our business relationship unless authorized by us.

Audit & Assessment – CENVIRO GROUP or its designated agents may conduct facility inspection and a review of vendor's records and business practices in compliance with this Vendor Code of Conduct. If an audit identifies a violation of this Code, vendors shall act promptly to correct the situation to CENVIRO GROUP's satisfaction.

Breach of the Code – For violation of any provisions in this Vendor Code of Conduct, CENVIRO GROUP may take action or seek recourse depending on the nature and seriousness of the breach. The actions to be imposed on Vendors include:

- Written warnings – continued non-compliance will lead to more severe actions;
- Penalties or any contractual or legal remedies under the law;
- Immediate termination of contract, without recourse;
- Suspension from participating in any future procurement activities for a period of up to 12 months; and/or
- Blacklisting whereby Vendors are not allowed or disqualified from any future procurement activities for a minimum of 2 years.

5. REPORTING OBLIGATION



Report Suspected Violations of the Code – Vendors are obligated to promptly report questionable behaviour or any actual or suspected violations of laws, Company policies including the Anti-Bribery and Corruption Policy, this Vendor Code of Conduct and/or any contractual obligations held with CENVIRO GROUP. This includes violations by any employee or agent acting on behalf of either the Vendor, Other Vendor or CENVIRO GROUP.

All such concerns can be reported confidentially using one of the available channels:

Hotline : 1-800-817-365
E-mail : report@cenvirowhistleblowing.com
Online : <https://cenvirowhistleblowing.com/>

CENVIRO GROUP will maintain confidentiality of the identity of the individual or Vendor who raise the concern to the extent possible.

CENVIRO will not tolerate any retribution or retaliation taken by its employees or Vendors against any individual or Vendor who has, in good faith, made the report pertaining to any violation.

ACKNOWLEDGMENT

Vendor(s) must acknowledge that they have read, understood and agree to comply with the above Vendor Code of Conduct by duly signing and returning the Vendor's Integrity Pledge through email within 14 calendar days to:

Procurement Department
Cenviro Sdn Bhd
Waste Management Centre
A3 Division
Ladang Tanah Merah
71960 Bukit Pelandok, NSDK

email: vendorregistration@kualitiam.com

Note: This Code is subject to amendment to reflect any subsequently developed standards either by us or any other organization whose standards we opt to adopt.

Approved by



Dr. Johari Jalil
Managing Director
Cenviro Sdn Bhd