

**SUPPLIER CODE OF CONDUCT POLICY
GOVERNANCE, RISK & COMPLIANCE**

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Revision History			
1 st revision to be in line with Grab Policy			

Process owner		
NO	NAME	DESIGNATION
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Control owner		
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1) Objective

The Jaya Grocer Supplier Code of Conduct (the “Code”) shall be applicable to all suppliers of Jaya Grocer and all of its direct or indirect subsidiaries and affiliated companies, including but not limited to the supplier’s subcontractor (collectively known as “Jaya Grocer”). Suppliers include anyone that provides products to Jaya Grocer, including goods for resale and for Jaya Grocer’s own use. A signed trading terms agreement, supplier terms and conditions and acceptance/acknowledgment of a purchase order, or any other relevant agreements, addendums or supplementary terms as agreed and accepted by Jaya Grocer, constitutes acceptance of these Codes and serves as the Supplier’s continuing affirmation of compliance (“Agreement”). For avoidance of doubt, in this Code, we refer to anyone covered by the Standards as a “Supplier.”

2) Purpose and Scope

Jaya Grocer maintains a no-tolerance policy towards violations of the Code that we hold our Suppliers accountable to as part of our community, as we expect our Suppliers, at all times, to act with integrity and in line to honour our values.

This Code takes reference from Jaya Grocer’s policies and sets out the acceptable behaviours expected of our Suppliers.

This Code shall be made available to our Suppliers and is part of a contract entered into between Jaya Grocer and the Supplier. From time to time, Jaya Grocer may modify the content of our Code as we change and face new issues and circumstances. Jaya Grocer reserves the right to terminate the Contract with any supplier who does not comply with any part of this Code.

All Suppliers are expected to follow and comply with all laws and regulations. You may be penalised under the prevailing law if you fail to comply with laws and regulations. Such laws include without limitation employment/ labour laws, taxation, company law, personal data protection, etc.

3) Definition, Terms, Regulations and Abbreviations

When existing laws, regulations or common practices are not as strict, our Code will still apply. In the event there are conflicting terms between our Code and the existing law, the existing laws shall prevail in accordance with legislative hierarchy.

4) Act Ethically

Suppliers are expected to conduct their business in an ethical manner and with integrity. Suppliers will use only subcontractors or other third parties who comply with all applicable laws and regulations, and who adhere to the same (minimum) standards set forth in this Code.

4.1 Bribery and Corruption Not Tolerated

Any form of fraud, corruption, extortion or other behaviour involving improper benefits against prevailing laws and regulations shall be strictly prohibited. Suppliers shall not give, authorize, or promise to give money or anything else of value to any person—including any government official or accept bribes or other unlawful/improper benefits/advantages from their business partner, in order to obtain or having intention to obtain an unfair business advantage to securing an agreement, order or special treatment by Jaya Grocer. Suppliers shall strictly comply with the Malaysian Anti-Corruption Commission Act (MACCA), United States Foreign Corrupt Practices Act (FCPA), and all relevant local anti-corruption laws.

4.2 Gifts Not Encouraged

Suppliers are encouraged not to give any gift, entertainment or meals to Jaya and/or its employees that might influence your business with Jaya Grocer. You may provide product samples to Jaya Grocer for customary evaluation and testing according to Jaya Grocer's policies and procedures, but you should ensure you're providing no more than necessary and avoid the appearance of impropriety.

Should any Jaya Grocer employee try to solicit any gift, entertainment or meals from any of our Suppliers for personal and non-business related purposes, or in exchange of an unfair business advantage, Suppliers are encouraged to report it to Jaya Grocer through reporting of concerns channel described in section 4.6 below.

4.3 Conflicts of Interest

Avoid situations with Jaya Grocer's employees that would compromise or appear to compromise the independence, integrity, impartiality, or judgment of Jaya Grocer's employees. Where such relationships exist, they must be disclosed to Jaya Grocer. Whether a conflict of interests exists shall depend on the circumstances.

In the event there is a potential conflict of interest, Suppliers are expected to inform Jaya Grocer of such incidences. Suppliers shall inform Jaya Grocer immediately if there is a potential conflict of interest for any potential and/or existing contracts with

Jaya Grocer. Suppliers shall also inform Jaya, at any time during an ongoing contractual relationship with Jaya Grocer, any actual or potential conflict of interest.

4.4 Compete Fairly

Suppliers shall ensure its business practices are fair and in line with all applicable antitrust or competition laws.

4.5 Safeguard Privacy and Intellectual Property

Suppliers shall comply with all relevant data privacy laws and regulations when collecting, disclosing, retaining and processing personal data of Jaya Grocer customers and employees.

Suppliers are reminded to respect and comply with any intellectual rights, copyrights, patents and trademarks. Where any intellectual property rights are developed together with Jaya, the ownership of such rights shall be as agreed on in the signed contract.

4.6 Report Suspicions and Concerns

4.6.1 Whistleblowing Channels

Suppliers may report any concerns, known and/or suspected fraud / wrongdoing *via* the following means:

- Email: whistleblowing@jayagrocer.com

Jaya Grocer shall observe the following principles with regards to any such concerns/ issues raised in good faith:

1. **Confidentiality:** – All reports made and the identities of the whistleblowers will be kept strictly confidential, to the extent allowed by law and the needs of the investigation.
2. **Retaliation:** – Jaya Grocer does not tolerate any form of retaliation, revenge or harassment against whistleblowers.

However, Jaya Grocer reserves the rights to take appropriate actions if complaints are found to be malicious or with ill-intent.

5) Safeguard Human Rights and Avoid Discrimination

Suppliers are expected to protect the human rights of their employees and to treat them with dignity and respect. This includes but is not limited to the following aspects:

- (i) Suppliers shall ensure they do not use force labour, including underage, forced, coerced, bonded, involuntary prison, exploited, trafficked or indentured labour—from your operations, subcontractors' operations, and supply chain. Suppliers shall ensure that their employees meet the minimum requirements under applicable laws and regulations. This shall include (but not limited to)

adhering to local laws in relation to working hours, holidays and rest periods, wages, overtime, and other employment conditions. The Supplier shall hold your agents and any labor brokers and recruiters used in the recruitment process to the same standards.

- (ii) Suppliers shall ensure that no employee is forced to work and is given fair opportunity to work in an environment that is free from discrimination, harassment, or oppression and unfair treatment based on an individual's race, colour, ancestry, ethnicity, religion, sex, pregnancy, national origin, age, disability, marital status, veteran status, military status or obligation to perform military service, sexual orientation, gender identity or expression, or genetic information.

6) Protect Health, Safety of Staff and the Environment

Suppliers are expected to provide a working environment that secures the safety, health and welfare of persons at work against risks to safety or health arising out of the activities of persons at work.

Suppliers shall be expected to meet any contractually agreed quality, health, safety and environmental requirements when providing goods and services to Jaya Grocer. Suppliers shall be responsible for ensuring that all required permits, licenses and registrations are obtained, maintained and kept up-to-date.

Suppliers shall put in adequate measures to protect their employees from any chemical, biological and physical hazards.

Supplier agrees to keep accurate books, accounts, records, contracts, invoices and accompanying documentation (collectively, hereinafter "Documents") in connection with the transaction(s) contemplated in the Agreement and in connection with any other business transactions between Jaya Grocer and the Supplier. Jaya Grocer reserves the right to audit the Documents by itself or by outside auditors acting on Jaya Grocer's behalf, upon notice. The Supplier agrees to fully cooperate in any such audit.

7) Ensure Security in Transport

Suppliers shall maintain processes and standards that are designed to assure the safety of each shipment to Jaya Grocer from the start through to its destination and all points in between, in line with the Agreement between Jaya Grocer and the supplier.

8) Implement Processes and Systems

Suppliers are expected to implement processes systems to comply with all applicable laws and to promote continuous improvement with respect to this Code. This includes the following aspects:

8.1. Communicate

Suppliers shall ensure adequate communication on the principles set forth in this Code to their managers, employees as well as their vendors and partners and ensure strict compliance to the principles of this Code.

8.2. Commitment and Accountability

Suppliers are encouraged to allocate resources to meet the expectations in this Code.

8.3. Manage Risks

Suppliers are expected to implement appropriate measures to manage any risk of non-compliance stated in this Code and/or process to identify, determine and manage risks in all areas addressed by this Code and in line with applicable legal requirements.

8.4. Comply with this Code

Jaya Grocer reserves the right to conduct checks on Supplier's compliance to the requirements of this Code. Any breach of the obligations stated in this Code may be considered as a material breach of contract by the Supplier for which Jaya Grocer will reserve the right to exercise its rights in accordance with the provisions stated in the Contract.