



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 Vendors 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. Vendors 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 laws. Compensation paid to employees must comply with applicable wage laws 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**– Vendors shall respect employees' rights to form and/ or join organisations of their choice, 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, and environment 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 and standards of the country in which they operate, relating to energy use, climate change impact measurement including greenhouse gas emissions, water use, biodiversity impacts, pollution, waste, resource and other environmental issues.

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

As MR D.I.Y. respects the confidential information of others, we expect our Vendors to equally safeguard confidential information and not to share outside the appropriate circle of communication. In this respect, 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 Vendors 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. Vendors can share their 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.

MR D.I.Y. has established a Vendor Sourcing Assessment which will include social and environmental elements as aforementioned. This includes formal or informal assessment, and if necessary, a physical inspection audit, whenever necessary. Subject to the terms of any specific contractual provisions that apply, we expect that 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 Vendors to provide us with responses to our reasonable requests for information about compliance with this Vendor Code.

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.

The Vendor Code will be communicated to all Vendors via purchase order, contract or e-mail.