



VENDOR CODE OF BUSINESS ETHICS (VCOBE)

JOHOR PLANTATIONS GROUP BERHAD

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1. PURPOSE

JOHOR PLANTATIONS GROUP BERHAD (JPG) emphasizes on the need for its business relationships to reflect high standards of ethics socially and environmentally. JPG expects all its EXISTING and FUTURE VENDORS together with its workers, agents and subcontractors to observe and maintain a high ethical standard while conducting business. The establishment of a Vendor Code of Business Ethics (VCOBE) for JPG will ensure that all dealings with our Vendors are conducted ethically.

The VCOBE is a mandatory requirement for all Vendors to comply. Non-Compliance or reluctance to accept the VCOBE shall warrant termination of any business relationship and rejection to the registration process.

2. SCOPE

This VCOBE applies to:

- All prospective vendors upon registering with JPG.
- All Vendors of JPG when conducting work for JPG or its nominee or its subsidiaries.
- All Vendors' subsidiaries, affiliates and all other parties that they have appointed to conduct work for JPG or its nominee or its subsidiaries.

3. GENERAL PRINCIPLES OF THE VCOBE

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

The VCOBE is not an exhaustive document and does not address every possible situation. Vendors are obliged to familiarize themselves with and adhere to all applicable policies, procedures, laws and regulation of Malaysia.

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

The official text of this handbook shall be the English language, and if there is a conflict of 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 JPG whom they are contracting with for clarification and guidance.

4. RESPONSIBILITY AND COMPLIANCE WITH THE VCOBE

Vendors are required to:

- Understand and comply with the VCOBE.
- Disseminate, educate and verify compliance of their employees, subsidiaries, affiliates and all other parties that they have appointed to conduct work for JPG, its nominee or its subsidiaries.

Vendors shall read and declare compliance with the VCOBE via the Vendor Integrity Pledge. Through this pledge, the Vendor commits that all its operations are subject to the provisions contained in this VCOBE. 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 JPG, the Vendor also acknowledges its acceptance of the VCOBE and compliance with its requirements.

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

JPG has the right to audit Vendors to verify compliance with this VCOBE 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 VCOBE, the Vendor shall promptly inform JPG and provide the necessary information, if any, and proceed to mitigate any risks that may arise. Violation of the VCOBE may jeopardize the Vendor's business relationship with JPG. Vendors may be subjected to appropriate action(s) by JPG which may include suspension, termination and including blacklisting. Violation of the VCOBE 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

JPG is committed to ensuring an ethical business conduct that protects the rights of its Personnel and workers in its operations. When conducting work for JPG, its nominee or its subsidiaries, Vendors and their employees, their subsidiaries, affiliates and all other parties that they have appointed to conduct work for JPG, its nominee or its subsidiaries are required to uphold respect for human rights including labour rights by treating their Employees and workers with respect, trust, honesty and dignity, and by providing a fair and ethical workplace.

In the course of conducting work for JPG, its nominee or its subsidiaries, Vendors are required to demonstrate the following standards of behaviors, 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 not limited to):

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

JPG 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 JPG.

5.4 Criminal Activities

Vendors shall ensure that none of its employees, affiliates or other parties assigned to conduct work for JPG, its nominee or its subsidiaries are engaged or involved in any behaviour or activities that may be categorized as subversive or commit any wrongdoing, criminal or otherwise that is punishable under the laws of the countries where the Vendors and JPG, its nominee or its subsidiaries operates. This may include (but not limited to) the use of business dealings/transactions with JPG, its nominee or its subsidiaries 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 JPG, its nominee or its subsidiaries. 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

JPG respects the rights of employees to join and form organizations 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

JPG endeavors to eradicate all forms of bonded and forced labour, slavery, human trafficking and sexual exploitation by implementing International Labour Organization (ILO) core labour standards and conventions. When supplying labour to perform work for JPG, 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 are not withheld or delayed beyond the extent permitted by applicable laws and regulations in the countries where the Vendors operates.

In addition, the Vendors shall ensure that recruitment of its Employees and workers are 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

JPG 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

JPG 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 JPG, Vendors shall consult the party in JPG 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 marginalized groups, persons of different abilities and refugees.

6 ENVIRONMENT, OCCUPATIONAL SAFETY & HEALTH

JPG strives to provide a safe, secure and healthy working environment to its Personnel and workers in its operations. Vendors are required to create and maintain a safe working environment and 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 JPG, its nominee or its subsidiaries, 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 minimize 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 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 JPG.

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 minimize health and environmental risk by utilizing 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 JPG'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 VCOBE and in accordance with all applicable laws and regulations.

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

7.1 Avoiding Conflict of Interest

A conflict of interest arises when there is 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 JPG'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 JPG or its nominees or its subsidiaries. Vendors who find themselves in actual or potential conflict are required to disclose to JPG during registration, tender negotiation or clarification or as soon as the situation arises.

a) Dealings with JPG

In the event that the Vendor is related to any of JPG'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 JPG 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 JPG

Vendors may have personal dealings with any of JPG'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 favorable than those offered to the public.

c) Family Members and/or Relatives

Any Vendor's Director or Employee who has a family relation to JPG's Directors or Personnel, must disclose such relationship to the party in JPG 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 JPG. The Vendor shall fairly compete for any job awards based on their qualification, performance, skills, experience, pricing and other commercial offerings. Refer to **Table 1** for the definition of "Relatives" in accordance to Malaysian Anti-Corruption Commission (MACC) Act 2009. The definition also covers "Adopted" and "Step" relative relationship.

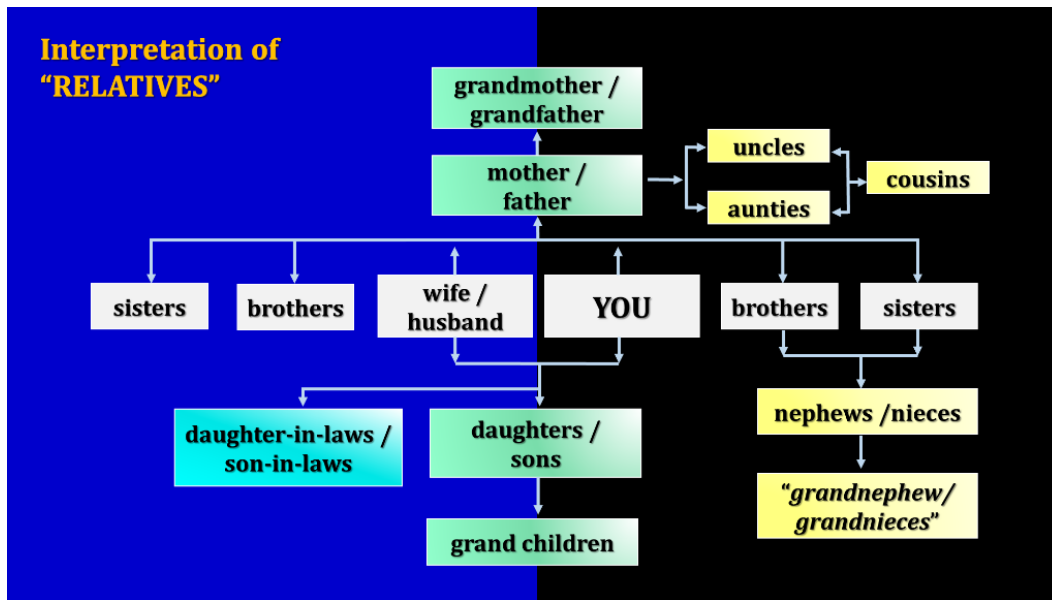


Table 1 – Relative relationship

7.2 Guarding Against Bribery and Corruption

JPG takes a zero-tolerance approach towards bribery and corruption. 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 JPG’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 JPG, its nominee or its subsidiaries or any other individual representing JPG, its nominee or its subsidiaries as an inducement, incentive, reward, or bonus to be selected and/or for any other purpose connected to JPG’s dealings.

The Vendor shall not directly or indirectly promise, offer, grant or authorize 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 JPG’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 JPG 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 JPG 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 JPG, its nominee or its subsidiaries 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 JPG for these purposes.

Vendors must also refrain from any activity or behavior 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 Entertainment - Accepting and Giving

JPG is very much aware that gifts and entertainment can build goodwill, and in certain situations are a part of normal business etiquette. However, gifts and entertainment can be a very delicate matter and can also create a perception of conflicts of interest and could be subject to potential abuse.

- **Table 2** provides you with a guideline for accepting or providing gifts or entertainment in fulfilling your responsibilities on official matters. Vendors are required to declare all the gifts and/or entertainment provided.

	Purpose	Value	Ability to influence	Recipient/Giver	Recording
Allowable Circumstances	<ul style="list-style-type: none"> Branding or marketing the product or company Building relationship 	<ul style="list-style-type: none"> Of Minimal Value. RM200 and below; and Not occur more than 3 times; and In the form of 3F (Foods, Fruits or Flower) or Promotional item or Plaque In the event of uncertainty or involved item is more than RM200, a prior written approval from HOD shall be obtained. 	<ul style="list-style-type: none"> Do not potentially influence business decision 	<ul style="list-style-type: none"> Employee Organization 	<ul style="list-style-type: none"> Full disclosure (recorded) in the Gift and Entertainment Register
Prohibited Circumstances	<ul style="list-style-type: none"> Giving in exchange for something in return (corrupt intention) 	<ul style="list-style-type: none"> Excessive, lavish and not proportionate Free fares and accommodations Illegal or violate by-laws, regulations, or Kulim's policy 	<ul style="list-style-type: none"> Potentially influence business decision 	<ul style="list-style-type: none"> Employee with authority to influence business decision Spouse or person related to the employee that has authority to influence business decision 	<ul style="list-style-type: none"> Non-disclosure (Unrecorded)

Table 2 – Guidelines on Providing & Accepting Gifts

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 JPG, its nominee or its subsidiaries, the Vendors shall not offer any donations or sponsorships to any third parties.

7.5 Protecting Group Assets

Vendors may have access to JPG'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

JPG 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 JPG, its nominee or its subsidiaries 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 JPG operate. Such records shall be furnished or made available to JPG, its nominee or its subsidiaries, 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 JPG's Proprietary Information and Confidential Information. Such information shall only be used by Vendors for the purposes authorized for use by JPG. Vendors shall not communicate or disclose such information in any manner to third parties unless such communication or disclosure is authorized by JPG 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 JPG, its nominee or its subsidiaries 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 Personal Data Protection

JPG 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 JPG operates. Appropriate measures must be taken when dealing with personal data in terms of collection, processing, disclosure, security, storage and retention.

7.9 Social Media

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

7.10 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 their business dealings with JPG, its nominee or its subsidiaries. This includes without limitation:

- exchanging competitive information with Competitors;
- bid rigging (including 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.

7.11 International Trade Laws

As a multinational company conducting business across the globe, JPG is subjected to laws and regulations that govern international trade. Vendors whose line of work with JPG is impacted by these laws, are required to familiarize 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.

7.12 Dealing with Regulators, Government Agencies, Political Parties and International Organizations

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

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

7.13 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 JPG's Personnel to transfer or obtain illegal funds and using their work with JPG, its nominee or its subsidiaries as a cover up for their illegal activities and Money Laundering transactions.

Other activities may include, but 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. OBLIGATION TO REPORT BRIBERY TRANSACTIONS


Vendors are reminded of the provision of Section 25 of the Malaysian Anti-Corruption Commission Act 2009 on the responsibility to report to the nearest MACC or Royal Malaysia Police if vendors or their subsidiaries, affiliates or appointed parties were given, promised, offered, obtained, solicited or an attempt has been made to obtain any gratification.


- Vendors shall fully abide by the nation's law, rules, procedures and policies on corruption prevention and abuse of power;
- Vendors shall abhor and reject all forms of corruption and abuse of power, and shall give full cooperation to the Malaysian Anti-Corruption Commission in preventing corruption and abuse of power;


- Vendors shall not partake in any form of corruption and abuse of power either directly or indirectly, with any party dealing with the JPG, its nominee or its subsidiaries.
- Vendors shall ensure that their subordinates shall not partake in any act of corruption and abuse of power in any dealings concerning JPG, its nominee or its subsidiaries
Vendors shall instantly report any form of corruption and abuse of power either involving vendors or their subordinates, to the Malaysian Anti-Corruption Commission.

9. WHISTLE-BLOWING CHANNELS

Vendors who may have concerns about any actual or potential violations of the applicable laws and regulations including any provisions of this VCOBE, by any Director or Personnel of JPG, its nominee or its subsidiaries, anyone conducting work for JPG or its nominee or subsidiaries, or acting on behalf of JPG or its nominee or subsidiaries, shall report the matter through the following reporting channels

 Whistle-Blowing E-Mail:
whistleblowing@johorplantations.com

 Whistle-Blowing E-Form:
<https://johorplantations.com/whistleblowing/>

 Write a report:
Chairman
Board of Johor Plantations Group Berhad
Level 11, Menara KOMTAR
Johor Bahru City Centre
80000 Johor Bahru
Johor
Mail: **Mark Strictly Confidential**

Write a report:
Chairman
Board Audit Committee
Johor Plantations Group Berhad
Level 11, Menara KOMTAR
Johor Bahru City Centre
80000 Johor Bahru
Johor
Mail: **Mark Strictly Confidential**

Write a report or telephone or set an appointment

Head of Integrity Unit
Johor Plantations Group Berhad
JPG Tiram Complex
K.B 705 Ulu Tiram Estate
81800 Johor Bahru
Johor
Mail: **Mark Strictly Confidential**
Telephone: +607-863 1900

(Office Hours: 8.00 a.m. to 5.30 p.m. / Sunday to Thursday)

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