



KK MART RETAIL BERHAD
[202301037992 (1531914-U)]
Vendor Code of Conduct (VCOC)



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[Registration No. 202301037992 (1531914-U)]

**VENDOR CODE OF CONDUCT
(VCOC)**



1. INTRODUCTION

KK Mart Retail Berhad and all its subsidiaries (“**KK Mart**”) are committed to the highest ethical standards, as well as economic, environmental and social sustainability practices. We expect our Vendors to maintain the same high standards in their business operations as we do, and to have their own policies and procedures in place to address the challenges outlined below. As a result, this Vendor Code of Conduct (“**VCOC**”) defines our expectations and requirements of our Vendors, and their responsibilities towards their stakeholders and the environment. We reserve the right to update this VCOC as needed, and Vendors agree that they will be bound by these modifications. Vendors are also obliged to check their agreements with us, for additional obligations and requirements, in addition to this VCOC.

2. DEFINITIONS

“**Vendor**” means any company, entity, firm or individual that provides a product or service to KK Mart or undertakes any activity for or on behalf of KK Mart, either directly or indirectly.

“**Vendor Representative**” means any individual who works for a Vendor, whether under a contract of employment or any other contract (written or oral) where an individual undertakes to personally do any work or service for the Vendor and includes, without limitation, Vendor’s principals, officers, directors, employees, and independent contractors.

3. VENDOR DISCLOSURES

This VCOC requires Vendors to make voluntary disclosures in relation to any of the following (if any):

Anti-bribery and corruption

- We take a zero tolerance approach to bribery and corruption and we are committed to acting professionally, fairly and with integrity in all of our business dealings and relationships wherever we operate; and to implementing and enforcing effective systems to counter and prevent bribery.
- We uphold all laws in all the jurisdictions in which we operate.
- All forms of corruption, bribery, extortion and embezzlement are strictly prohibited.
- Vendors must uphold fair business standards in their business, advertising, sales, and competition.

Conflict of Interest

- Vendors are expected to act with impartiality, honesty, and professionalism in all dealings.
- Vendors must exercise reasonable care and due diligence to avoid situations that could result in an actual or potential conflict of interest.
- A conflict of interest arises when an individual’s personal interests, such as family, friendships, financial, or social factors, could compromise their judgment, decisions or actions in the workplace. A conflict of interest could be an actual, potential or a perceived conflict of interest. Conflict of interest is not limited to direct financial interest but also includes indirect financial interest, any non-financial interest or competing loyalties or interests.

- We prohibit Vendors from gaining improper benefit, advantage or preferential treatment in their relationship with us.
- Vendors are required to disclose to us in writing if they have any person or entity connected to us upon engagement and as soon as they become aware of such relationship.
- Vendors are required to declare and disclose any actual, potential, or perceived COI involving the Vendor or persons or entities connected to the Vendor immediately during engagement or whenever such actual, potential, or perceived COI arises.

Person or entity connected under Paragraph 1.01 of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad means such person (referred to as “said Person”) who falls under any one of the following categories:

- a) a family member of the said Person includes (i) spouse (ii) parent (iii) child including adopted child and step-child (iv) brother or sister and (v) spouse of child, brother or sister;
- b) a trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the said Person, or a family member of the said Person, is the sole beneficiary;
- c) a partner of the said Person;
- d) a person, or where the person is a body corporate, the body corporate or its directors, who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the said Person;
- e) a person, or where the person is a body corporate, the body corporate or its directors, in accordance with whose directions, instructions or wishes the said Person is accustomed or is under an obligation, whether formal or informal, to act;
- f) a body corporate in which the said Person, or persons connected with the said Person are entitled to exercise, or control the exercise of, not less than 20% of the votes attached to voting shares in the body corporate; or
- g) a body corporate which is a related corporation of the said Person.

Environmental Impacts and Climate Change

- Vendors are required to comply with all applicable environmental laws, regulations and standards in all the jurisdictions within which they operate as well as to implement an effective system to identify and eliminate potential hazards to the environment.
- Vendors shall manage and reduce their greenhouse gas emissions when doing business with us, as well as working towards achieving a net positive impact on the environment through initiatives and opportunities such as waste recycling and reduction efforts, and water and energy reduction measures to the extent possible. We strongly encourage the disclosure of such information as appropriate and to provide to us data to demonstrate environmental performance improvements over time.



Human Rights and Labour

- We support values of inclusivity and mutual respect that are devoid of prejudice.
- Vendors are required to comply with all applicable human rights, labour and employment laws, regulations and standards in all the jurisdictions in which they operate. We do not tolerate forced labour, child labour, exploitation, human trafficking, or other violations of basic human rights such as health and safety.

4. VENDORS COMPLIANCE

We expect our Vendors to comply with all laws and regulations in all the jurisdictions in which they operate, as well as our requirements including but not limited to the following:

Anti-bribery and corruption

We take a zero tolerance approach to bribery and corruption and we are committed to acting professionally, fairly and with integrity in all of our business dealings and relationships wherever we operate; and to implementing and enforcing effective systems to counter and prevent bribery. We uphold all laws in all the jurisdictions in which we operate. All forms of corruption, bribery, extortion and

Data Privacy and Confidentiality

All data or information shared by us or any of our representatives shall be kept confidential by Vendors (during and after the business relationship). Vendors are not allowed to share such data and information with third parties unless we provide official written permission. Vendors are required to sign a Non-Disclosure Agreement (NDA) with us prior to receiving or disclosing our proprietary information to another external party to protect our information and interests, as well as those of its customers.

Vendors must comply with all applicable confidentiality as well as privacy and personal data protections laws and regulations in all the jurisdictions in which we operate.

Systems and Network Access

Access to our systems and data is restricted to only those systems and data that are approved by us and necessary to perform the agreed-upon services. Any Vendor Representative that is authorized to access our systems shall comply with our requirements (including our policies in relation to information technology and security, if any) which will be provided to such Vendor(s) Representative (if applicable). Any attempt to access data not authorized to the Vendor is a violation of our requirements (including our policies in relation to information technology and security, if any). If we detect a Vendor Representative attempting to access systems for which he or she is not authorised, we will take immediate action, which may include (a) removing the Vendor Representative from our premises; (b) terminating the Vendor Representative's access; (c) terminating the Vendor's contract with us; (d) imposing a monetary penalty or fine; and (e) filing a police report.



Environmental Protection

Vendors are required to comply with all applicable environmental laws, regulations and standards in all the jurisdictions in which they operate as well as to implement an effective system to identify and eliminate potential hazards to the environment.

Occupational Health and Safety

Vendors are expected to maintain a professional demeanour, refrain from any form of harassment, discrimination, or abusive conduct, and foster a safe, respectful, and inclusive work environment. Vendors are expected to comply with our workplace health and safety requirements (including our occupational safety, health and environment policy), which is based on the applicable laws and regulations in all the jurisdictions in which we operate. To preserve the health of employees and prevent accidents, injuries, and job-related illnesses, the Vendor must comply with all applicable occupational health and safety requirements (including our occupational safety, health and environment policy) and provide a safe and healthy work environment.

We are committed to protect the safety, health and well-being of our employees and all people who come into contact with our workplaces and premises and/or use our products and services. Recognising that smoking, drug and alcohol abuse pose a direct and significant threat to this goal, we are committed to ensuring a substance-free working environment for all of our employees. We therefore strictly prohibit the illicit use, possession, sale, conveyance, distribution or manufacture of illegal drugs, intoxicants or controlled substances in any amount or in any manner.

No Vendor or Vendor Representative is permitted to possess, consume, sell, or be under the influence of alcohol and illegal drugs (including legal drugs that are not used in a manner consistent with dosage requirements) while in our premises. We strictly prohibit all Vendor and Vendor Representative from smoking at our premises other than at designated smoking area. Any Vendor found to be in violation of this policy may be removed from company premises and may not be allowed to re-enter our premises.

Violent or abusive behaviour will not be tolerated at our premises. We will not accept any verbal or physical abuse directed at any of our employees. Any Vendor Representative engaging in such conduct may be removed from the premises and will not be allowed to re-enter our premises.

Labour Laws and Standards

Vendors are required to comply with all applicable human rights, labour and employment laws, regulations and standards in all the jurisdictions in which they operate. In addition, we expect our Vendors to promote equal opportunities and treatment of their employees. Vendors shall not practice any kind of discrimination and respect the personal dignity, privacy and rights of employees. Vendors shall not employ or force anyone to work against their will including but not limited to child labour, forced labour or human trafficking.

Gifts and Entertainment

Vendors must not offer gifts or entertainment or other incentives to our directors, employees or their family members in order to obtain or retain the business, or to secure preferential



treatment to influence our business decisions. If the Vendor is unsure as to whether the gift or entertainment offered would be in breach of the VCOC, the Vendor shall consult with the intended recipients' supervisor or a higher authority.

5. REPRESENTATION OF KK MART

Vendor may not represent itself as an employee of KK Mart or enter into any agreement on our behalf or in our name without prior written authorization from us.

6. COMMUNICATION

Vendors are responsible to ensure that the principles of this VCOC are communicated to their employees. Vendors should also take appropriate steps to ensure that the principles of this VCOC are adopted and applied by their employees, Vendors, agents, and contractors to the extent applicable.

7. COMPLIANCE AND ENFORCEMENT OF THIS CODE OF CONDUCT

We reserve the right to ask Vendors to re-affirm compliance with this VCOC periodically and to investigate compliance with this VCOC at any time. If we determine that any Vendor has violated this VCOC, we may either choose to terminate its business relationship or require the Vendor to implement a corrective action plan. If corrective action is advised, but not taken, we reserve the right to review and potentially terminate its business relationship with Vendor.

8. WHISTLE BLOWING CHANNEL

We have established a Whistleblowing Policy that sets out an avenue for legitimate concerns to be investigated and addressed. Vendors can utilise our whistle blowing channel at our email address of whistleblow@kkgroup.com.my, or our address at Whistleblowing Committee, Office Suite No. 603 Block C, Pusat Dagangan Phileo Damansara 1, No. 9, Jalan 16/11, Off Jalan Damansara, 46350 Petaling Jaya, Selangor, as an avenue to raise concerns about illegal, unethical or questionable practices in confidence and without risk of reprisal.

9. CHANGES TO THE VENDOR CODE OF CONDUCT

This VCOC may be revised or updated by us from time to time and communicated to Vendors. To the extent there is a conflict between this VCOC and any applicable laws or provisions of any agreement between us and Vendor, the applicable laws or provisions shall prevail.

For any additional information or clarification on any of the clauses or statements made in this VCOC, kindly email KK Mart Legal Department at normaslina@kkgroup.my.