



VENDOR CODE OF BUSINESS CONDUCT ("VCOBC")

1. Relationship with National Law

In addition to complying with the provisions of these Vendor Conduct Principles (hereinafter "the Principles") the Vendor shall comply with applicable local laws. Where the provisions of applicable local laws and the Principles address the same subject, and are not in conflict, the highest standard shall be applied. Should any of the requirements in the Principles conflict with applicable local laws in the sense that it would represent a breach of applicable local laws if the Principles were applied, the highest standards consistent with applicable local laws shall be applied.

2. Human rights

The Vendor shall respect internationally proclaimed human rights, and shall avoid being complicit in human rights abuses of any kind. The Vendor shall respect the personal dignity, privacy and rights of each individual.

3. Labour standards

3.1. Freedom of Association and the Right to Collective Bargaining

The Vendor shall ensure and recognize the right of free association and, where a significant proportion of the workforce agree, collective bargaining of employees and/or workers (employees and/or workers hereinafter to be collectively referred to as "Worker/Workers"). The Vendor shall not discriminate against Worker's representatives or members of trade unions, which shall also have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining are restricted under national law, the Vendor shall allow Workers to freely elect their own representatives.

3.2. Forced Labour

The Vendor shall not use forced or compulsory labour, including, but not limited to, debt bonded labour. The Vendor shall ensure that the work relationship between the Worker and the Vendor is freely chosen and free from threats. The Vendor shall ensure that all Workers shall be free to leave their employment/work after giving reasonable notice. Workers shall not be required to lodge deposits of money, identity papers or similar in order to get or keep their employment/work.

3.3. Child Labour

The Vendor shall not employ or use child labour. In these Principles "child" means anyone under 15 years of age, unless national or local law stipulates a higher mandatory school leaving or minimum working age, in which case the higher age shall apply. If any child is found working at the premises of the Vendor, it shall immediately take steps to redress the situation in accordance with the best interests of the child. The Vendor shall secure that persons under the age of 18 do not perform any hazardous work. In these Principles „hazardous work“ means work which exposes children to physical, psychological or sexual abuse; work underground, under water, at dangerous heights, in confined spaces; work with dangerous machinery, equipment and tools, or which involves the handling or transport of heavy loads; exposure to hazardous substances, agents or processes, temperatures, noise levels or vibrations; particularly difficult conditions such as work for long hours or at night or where the child is unreasonably confined to the premises of the Vendor.

3.4. Non-Discrimination

The Vendor shall prohibit direct or indirect negative discrimination based on race, colour, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status, and shall promote equality of opportunity or treatment in employment and occupation. The Vendor shall prohibit and refuse to tolerate, and not confer upon its Workers, any unacceptable or degrading treatment, including mental cruelty, sexual harassment or discrimination gestures, language or physical contact, that is sexual, coercive, threatening, abusive or exploitative.

3.5. Employment Conditions

The Vendor shall provide remuneration that meets any national legal standard on minimum wage. The basis on which Workers are being paid is to be clearly conveyed to them in a timely manner. The Vendor shall secure that working hours are not excessive and as a minimum comply with applicable local laws. The Vendor shall respect the individual Worker's need for recovery and secure that all Workers have the right to adequate leave from work with pay. The Vendor shall secure that all Workers are provided with written agreements of employment setting out employment conditions in a language understandable to the Worker.

4. Health and Safety

The Vendor shall secure that the Workers are provided with a healthy and safe working environment in accordance with internationally recognized standards. The Vendor shall do its utmost to control hazards and take necessary precautionary measures against accidents and occupational diseases. Whenever necessary Workers are to be provided with, and instructed to use, appropriate personal protective equipment. The Vendor shall provide adequate and regular training to ensure that Workers are adequately educated on health and safety issues. The Vendor shall secure that, where it provides accommodation, it shall be clean, safe and meet the basic needs of the Workers, and, where appropriate, for their families.

5. Environment

The Vendor shall take a precautionary approach towards environmental challenges, undertake initiatives to promote greater environmental responsibility, and encourage the development and diffusion of environmentally friendly technologies. The Vendor shall act in accordance with relevant local and internationally recognized environmental standards. The Vendor shall minimize its environmental impact and continuously improve its environmental performance.

6. Prohibited Business Practices

6.1. Corruption and other Prohibited Business Practices

The Vendor shall comply with applicable laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices. The Vendor shall not offer, promise or give any undue advantage, favour or incentive to any public official, international organization or any other third party. This applies regardless of whether the undue advantage is offered directly or through an intermediary.

6.2. Gifts, Hospitality and Expenses (Business Courtesies)

The Vendor shall not, directly or indirectly, offer gifts to ASB Management Sdn Bhd employees or representatives or anyone closely related to these, unless the gift is of modest value. Hospitality, such as social events, meals or entertainments may be offered if there is a business purpose involved, and the cost is kept within reasonable limits. Hospitality, expenses or gifts shall not be offered or received in situations of contract negotiation, bidding or award.

6.3. Money Laundering

The Vendor shall be firmly opposed to all forms of money laundering and shall take steps to prevent its financial transactions from being used by others to launder money.

6.4. Competition

The Vendor shall under no circumstances cause or be part of any breach of general or special competition regulations, such as illegal cooperation on pricing, illegal market sharing, bid-rigging, market/customer allocations or any other behaviour that is in breach of relevant competition laws.

6.5. Personal Data Protection

Vendor shall respect individuals in a manner consistent with the rights to privacy and data protection and under no circumstances cause to breach Personal Data Protection Act or any personal data regulations. Vendor shall at all times use information about people appropriately for necessary business purposes and protect it from misuse in order to prevent harm to individuals such as discrimination, stigmatization or other damage to reputation and personal dignity, impact on physical integrity, fraud, financial loss or identity theft.