



FGV HOLDINGS BERHAD
Supplier Code of Conduct

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1.0 PURPOSE

The purpose of this Supplier Code of Conduct is to formally establish the ethical principles, compliance standards, and operational expectations that FGV requires its suppliers to uphold throughout the business relationship with FGV.

By articulating these requirements clearly, the Supplier Code of Conduct fosters transparency, accountability, and mutual trust—ultimately supporting FGV Holdings Berhad’s and its Group of Companies’ (collectively referred to as the “FGV Group” or “Group”) commitment to sustainable and ethical business practices across its supply chain.

2.0 SCOPE

This policy applies to all tiers of the supply chain, including direct suppliers, subcontractors, and affiliated entities involved in the provision of goods or services to FGV and its Group of Companies where FGV owns 51% share or more or in its subsidiary companies where FGV can exercise control over financial and operational matters.

3.0 DEFINITION /ACRONYM

For this policy, the following applies:

Item	Definition
Associate	<p>As adopted from FGV’s Conflict of Interest Policy, which in turn is adopted from Section 3 of MACC Act 2009, refers to Associate in relation to a person, to mean:</p> <ul style="list-style-type: none"> a. Any person who is a nominee or employee; b. Any person who manages the affairs or; c. any organization of which such person, or any nominee of his, is a partner, or a person in charge or in control of, or has a controlling interest in, its business or affairs;

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Item	Definition
	<p>d. any corporation within the meaning of the Companies Act 1965 [Act 125], of which such person, or any nominee of his, is a director or is in charge or in control of its business or affairs, or in which such person, alone or together with any nominee of his, has or have a controlling interest, or shares to the total value of not less than thirty per centum of the total issued capital of the corporation; or</p> <p>e. the trustee of any trust, where:</p> <ul style="list-style-type: none"> (i) the trust has been created by such person; or (ii) the total value of the assets contributed by such person to the trust at any time, whether before or after the creation of the trust, amounts at any time, to not less than twenty per centum of the total value of the assets of the trust.
Bribe	Refers to any gratification, monetary or otherwise, and includes wage, reward, vote, bonus, position, discount, services and any privilege, special benefit, gift or other item of value or any kind of special or favoured treatment, that is improperly offered, promised or given for the purpose of obtaining, retaining or directing any business dealings, or other advantage in the conduct of business.
Child labour	<p>As adopted from Group Sustainability Advisory Note on Child Protection, it refers to work that are dangerous or unsuitable for children. Whether or not the work performed by children is defined as child labour depends on the child's age, the type of work and the working conditions. Child labour includes:</p> <ol style="list-style-type: none"> 1. young persons who are undertaking "hazardous work" that interferes with their education, or is harmful to their health or physical, mental or spiritual, moral or social development at any stage of the employment; 2. slavery or practices similar to slavery (e.g. trafficking of children, debt bondage, forced or compulsory labour or recruitment); 3. using, procuring or offering a child for use in criminal activities such as drug smuggling, stealing or similar abuses.

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Item	Definition
Conflict of Interest (COI)	As adopted from the FGV Conflict of Interest Policy, refers to when personal interests or relationships, whether actual, potential or perceived, compromise the independence of judgment required in fulfilling one's duties to the Group. It may also arise when an individual uses their position for personal gain or to benefit relatives and associates.
Contract	<p>A legally binding arrangement between two or more parties that outlines mutual obligations, rights, and responsibilities enforceable by law. It serves as a structured framework to govern transactions, ensure compliance and manage risk.</p> <p>For this Policy, contract includes but is not limited to, Letter of Award, Letter of Empanelment, Letter of Undertaking Contract, Agreement, Works Order and Purchase Order.</p>
Corruption	As adopted from FGV's Whistleblowing Policy, refers to the act of giving or receiving any gratification or reward in the form of cash or in-kind of any value for performing a task in relation to one's principal's affairs or business.
DEA	Directors, Employees and Advisors.
Jurisdiction	Determines the laws and regulations that apply to the FGV subsidiary where it operates and contracting parties.
E-Daftar	FGV's official supplier registration system.
Employee	As adopted from FGV's Code of Conduct and Business Ethics, refers to the employees who serve FGV Group worldwide on a permanent, contract, secondment, temporary or assignment basis.
GCEO	Group Chief Executive Officer of FGV Group
GHC	Group Human Capital Division of FGV Group, which is the central human resource function of FGV Group.
GP	Group Procurement Division of FGV Group, which is the central procurement function of FGV Group.

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Item	Definition
Legal Requirement	Any applicable legislation/ regulation/ rules/ guidelines/ terms and conditions of contract relevant to the FGV subsidiary where it operates.
Money laundering	<p>Refers to a process of converting cash, funds or property derived from criminal activities to give it a legitimate appearance. It is a process to clean 'dirty' money to disguise its criminal origin involving the following stages:</p> <p>Stage 1 Placement – Illegal money is introduced into the financial system through bank deposit or using it to buy small things that won't raise suspicions.</p> <p>Stage 2 Layering – Hiding the money trail by transferring money between different bank accounts and/ or sending it overseas and/ or using shell companies (fake businesses) and/ or converting it into different forms, like art or cryptocurrency. The goal is to make it difficult for authorities to trace the origins of the money.</p> <p>Stage 3 Integration – The money is reintroduced into the economy as if it were legally earned such as buying houses, cars, or other pricey items and/or investing in businesses and/ or donating to charities. Now it seems like totally clean, everyday money.</p>
OEM	Original Equipment Manufacturer
Relative	<p>As adopted from FGV's Conflict of Interest Policy, which in turn is adopted from Section 3 of MACC Act 2009, refers to Relative to mean:</p> <ol style="list-style-type: none"> Spouse; Brother or sister; Brother or sister of the spouse; Lineal ascendant/ descendant; Lineal ascendant/ descendant of the spouse; Lineal ascendant/ descendant of the brother or sister; Uncle, aunt or cousin; or Son-in-law or daughter-in-law.

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Item	Definition
Suppliers	<p>The term <i>Supplier</i> encompasses entities commonly referred to as vendors, contractors, service providers, or any other party engaged through a contractual arrangement with FGV Group.</p> <p>A Supplier is defined as any individual, company, or organization within the supply chain that provides goods or services to FGV Group. This includes both direct and indirect suppliers, categorized as follows:</p> <ul style="list-style-type: none"> • Tier 1 Suppliers: Entities with a direct contractual and operational relationship with FGV. • Tier 2 Suppliers: Entities that supply goods or services to Tier 1 suppliers. • Tier 3 and below: Entities involved in upstream activities, such as raw material production, component manufacturing, or other foundational services.
Supplier's representative	Refers to any key stakeholders associated with the Supplier, including equity owners, board members, management, officers, employees, workers, agents, nominees, and trustees —regardless of nature of the contractual arrangement.
Young person	As adopted from Group Sustainability Policy which in turn is adopted from section 1A Children And Young Persons (Employment) Act 1966, it refers to any person who has reached the age of 15 and has not reached the age of 18.

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4.0 RESPONSIBILITY

- 4.1 GP is responsible for ensuring that the SCOC is reviewed and updated to be kept relevant whenever relevant laws, codes, or regulations change, or at least biennially.
- 4.2 GP shall ensure that the approved policy is communicated and disseminated to all FGV suppliers including those dealing with its subsidiaries and FGV's listed subsidiaries, in which FGV can exercise control over financial and operational matters.
- 4.3 When there is a need for SCOC to be published for public or external consumption, GP shall provide the Statement containing a summary of the code to the Group Strategic Communications Division (GSCD) for external communication.
- 4.4 It is the responsibility of GP to ensure that the code is effectively communicated, implemented and monitored within their respective areas of responsibility.

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5.0 SUPPLIER CODE OF CONDUCT

FGV is committed to ensure responsible management of its supply chain. The Supplier Code of Conduct (SCOC) provides the practices and professional conduct expected of all suppliers to uphold FGV's responsible management of its supply chain based on integrity, transparency, and accountability, focusing on:

- a. Zero tolerance on bribery, corruption and fraud;
- b. No conflict of interest;
- c. Honest, transparent and accurate representation of capabilities and qualifications;
- d. Compliance to FGV's Sustainability Commitments and Policies; and
- e. Compliance to all applicable laws and regulations of the respective jurisdiction.

5.1 Compliance with SCOC

5.1.1 All FGV Group Suppliers must comply with this SCOC when conducting business with or on behalf of FGV. Suppliers shall undertake the following:

- a. Read, understand and comply with SCOC;
- b. Honour their contractual obligations with FGV;
- c. Not subcontract without FGV's consent in writing;
- d. Uphold FGV's values of integrity, transparency, and accountability.
- e. Comply with all legal requirements of the jurisdiction relating to the contract with FGV;
- f. Promptly report any breach or potential breach of SCOC through the FGV Whistleblowing channels or Grievance Management System; and
- g. Cooperate fully with FGV to investigate any breach or potential breach of the SCOC and contract.
- h. Respect and adhere to any decision or measures that FGV may take as a result of its assessments at any time.

5.1.2 Failure to comply with this SCOC will subject Suppliers to action through FGV's Supplier delinquency process, which may culminate in negative repercussions to the relationship, including the following:

- a. Termination or non-renewal of contract;

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- b. Permanent or temporary blacklist or suspension or inclusion in a watch list;
- c. Reporting to relevant regulatory and/or enforcement authorities;
- d. Deduction of any amount of money paid or promised to be paid; and/or
- e. Penalties as stated in the contract.

5.2 Practices and Professional Conduct Expected of Suppliers

5.2.1 Professional Behaviour

- a. Suppliers and their representatives are expected to uphold the highest standards of professionalism, integrity, and decorum in all interactions with FGV and while present at any FGV premises, including plantations, factories, and administrative offices.
- b. To maintain a safe, respectful, and productive working environment, all suppliers' representatives shall:
 - i. Dress appropriately, safely, and professionally for the operational setting. This includes:
 - Wearing functional attire suitable for industrial or agricultural environment;
 - Using personal protective equipment (PPE) where required (e.g., safety boots, helmets, gloves, reflective vests); and
 - Avoiding clothing that is offensive, or unsafe (e.g., slippers, sleeveless shirts, or attire with inappropriate slogans).
 - ii. Conduct themselves respectfully and courteously, refraining from any behaviour that may be deemed disruptive, disrespectful, harassment or unprofessional and not be under the influence of alcohol, drug or banned substances; and

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- iii. Comply with all site-specific safety and conduct protocols, including registration, identification, and access control procedures.
- c. FGV reserves the right to deny access or request the removal of any suppliers' representatives who fail to comply with the above.

5.2.2 Disclosure of Information

- a. Suppliers shall provide accurate business information to FGV Group at all times, including information regarding the Supplier's parent company when requested by FGV Group.
- b. Suppliers may be requested to report validated/authenticated financial reports.
- c. Suppliers shall notify FGV Group promptly of any material changes that may impact a supplier's ability to perform its contractual obligations including change in ownership, Board of Director, company name and financial position.
- d. Suppliers shall not submit fraudulent documents or information to FGV; nor falsely represent themselves as authorised agents, distributors, or representatives of any OEM, patent/system owner, or third party throughout the supply chain.
- e. Suppliers must protect all confidential information, intellectual property, data, documents, and copyrighted materials obtained through their engagement with FGV. These shall only be used as intended or with FGV's explicit authorisation. Suppliers are responsible for implementing adequate safeguards to prevent misuse or unauthorised disclosure.
- f. Suppliers shall securely retain all relevant data and documents for the required retention period, including after contract termination, in compliance with legal, regulatory, and FGV's internal requirements.

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- g. Suppliers shall use only legitimately acquired and licensed software, and IT resources when providing services to FGV, fully aligned with applicable terms of use or license.
- h. If granted access to FGV's systems, email, or other resources, suppliers must use them strictly for official business. Any unauthorised, illegal or malicious use is strictly prohibited.
- i. Suppliers must not plagiarise any content while delivering services to FGV. Proper attribution and citations must be provided for all sourced information.

5.2.3 Financial Integrity

- a. Suppliers shall maintain accurate, complete and transparent financial and business records related to their contracts with FGV, ensuring all entries and documentation are truthful, reliable and prepared in a timely manner.
- b. Suppliers shall not, through action or omission, conceal, alter, destroy, modify, or falsify any records, reports, files or claims, connected to their engagement with FGV.
- c. Suppliers are prohibited from creating or using accounts, entities, or arrangements intended to circumvent or undermine FGV's internal controls, policies, and procedures.

5.2.4 Conflict of interest

FGV's Conflict of Interest Policy states that the Policy applies to third parties associated with FGV. This includes FGV's suppliers, and the Policy shall be referred in full for compliance by all suppliers. The salient terms of the Policy are as follows:

- a. Suppliers shall always avoid placing any FGV DEA in actual, potential or perceived conflict situations, including activities that result in any personal gain, whether for the FGV DEA themselves,

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their relatives, associates or third parties before, during and after any transaction with FGV.

- b. Suppliers shall disclose all relationship as relative or associate with any FGV DEA through FGV E-Daftar system and upon any request by FGV, as soon as such relationship becomes known or upon information becoming available before, during and after any transaction with FGV.

5.2.5 Anti-bribery and anti-corruption

- a. Suppliers shall comply with all applicable anti-bribery and anti-corruption laws in their operating jurisdictions. In Malaysia, this includes the Malaysian Anti-Corruption Commission Act 2009.
- b. Suppliers shall not in any way or form, offer or solicit or accept any bribe or commit corruption in any form in relation to any party in connection with obtaining, execution or completion of any contract with FGV.
- c. Suppliers shall refrain from offering or giving gifts, entertainment and hospitalities in any form to FGV DEA that could be tantamount to bribery and/or corruption. Any gifts, entertainment and hospitalities shall adhere to FGV's External Gift, Entertainment and Hospitality Policy.
- d. In line with FGV's anti-corruption and anti-bribery stance, FGV considers any incidence of bribery or corruption of the Contractor/Supplier, its directors, employees, officers, agents or other person associated with or acting on behalf of the Contractor/Supplier or any of its subsidiaries or affiliates, in relation to any of its transactions with any other organization external to FGV, as a serious issue warranting FGV to be entitled to terminate its business with the Supplier.
- e. Suppliers are required to report any suspected or actual incidents of bribery or corruption through FGV's Whistleblowing Channel.

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5.2.6 Anti-Money Laundering and Terrorism Financing

- a. Suppliers are required to comply with Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or similar legal requirements of the jurisdiction.
- b. Suppliers shall not involve any transaction with FGV with any funds from or to or relating to money laundering activities either directly or indirectly.
- c. Suppliers are required to report any suspicion or concerns of money laundering through the FGV Whistleblowing Channel.

5.2.7 Anti-Trust & Competition Laws

- a. Suppliers shall comply with all applicable antitrust and competition laws including the Competition Act 2010 and equivalent laws in other jurisdictions where the FGV Group operates.
- b. Suppliers must not engage in any conduct that restricts fair competition, such as:
 - i. Collusive arrangements (e.g. price fixing, bid rigging, market allocation, multiple participation of related entities);
 - ii. Abuse of market dominance (e.g. predatory pricing, exclusive dealing, tying practices);
 - iii. Sharing of commercially sensitive information with competitors.
- c. In assessing conduct that may restrict fair competition, the focus shall be on the substance of the relationship and the flow of information between parties or related entities. Any arrangement—regardless of its legal form—that facilitates the exchange of commercially sensitive information or creates conditions that may limit fair competition shall be deemed non-compliant with applicable antitrust and competition laws.
- d. Suppliers are required to report any anti-trust or competition issues through the FGV Whistleblowing Channel.

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5.2.8 Safeguarding resources

- a. Suppliers are expected to safeguard the FGV Group's resources which include property, assets, intellectual property, logo/ brand, company technology, trade secrets, data and other confidential, proprietary or sensitive information while performing work for the FGV Group.
- b. The use of the FGV Group resources without proper approval or for any purpose other than performing work for the FGV Group is strictly prohibited.
- c. Suppliers shall not damage FGV's property/ assets/ facilities during the execution of their contract with FGV and should reimburse FGV if such damages occur.
- d. Suppliers are prohibited from making or circulating public statements that refer specifically to FGV or its business or affairs or disclose its relationship with FGV including using FGV's name for promotional purposes, without FGV's written consent by authorised person.

5.2.9 Personal Data Protection

- a. Suppliers shall comply with the Personal Data Protection. (Amendment) Act 2024 ("PDPA") and any other applicable data protection laws in their operating jurisdictions. This includes, but is not limited to:
 - i. Ensuring that personal data collected, stored, processed, or disclosed related to their engagement with FGV is handled lawfully and securely;
 - ii. Obtaining necessary consents before processing personal data;
 - iii. Limiting use of personal data strictly to the purposes for which it was collected; and

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- iv. Implementing appropriate organisational and technical measures to protect such data against unauthorised access, disclosure, loss, or misuse.

5.2.10 Labour Practices, Responsible Recruitment and Fair Working Conditions

FGV is committed to upholding human rights and fair labour practices across its supply chain. Suppliers are expected to respect and protect the rights of all workers according to applicable national laws and international standards, including the Employment Act 1955 (for operations in Malaysia), Children and Young Persons (Employment) Act 1966 (for operations in Malaysia) and the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work and other relevant regulations in their country of operation.

a. Ethical Employment and Non-Discrimination

Suppliers shall treat all workers with dignity, fairness, and respect. Discrimination in any form—based on race, gender, age, religion, nationality, disability, political affiliation, union membership, marital status, sexual orientation, or other protected characteristics—is strictly prohibited.

b. Prohibition of Forced and Child Labour

Suppliers shall not engage in, or support forced labour, human trafficking, or modern slavery. Workers must not be subjected to coercion, withheld wages, restricted movement, or unsafe living conditions. Child labour is strictly prohibited, and young persons must not be employed in hazardous or exploitative roles.

c. Responsible Recruitment

Suppliers must recruit workers legally and ethically, ensuring transparency in employment terms and allowing workers to retain control of their personal identification documents. Recruitment

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practices must align with international standards and FGV's Guidelines and Procedures for the Responsible Recruitment of Migrant Workers (GPRRMW).

d. Freedom of Association

Suppliers shall respect workers' rights to freely form and join organizations of their choice, elect representatives, and engage in collective dialogue, without interference or retaliation.

e. Working Hours and Conditions

Suppliers must comply with legal requirements on working hours, rest periods, and overtime. Workers must not exceed 12 working hours per day, and overtime must be voluntary and compensated. Accurate records of working hours and wages must be maintained and made available for audit.

f. Fair Wages and Benefits

Suppliers shall pay at least the prevailing minimum wage and provide statutory benefits such as retirement contributions, insurance, leave entitlements, and maternity benefits. Equal pay for equal work must be ensured.

g. Decent Work Standards

Suppliers shall provide a safe, healthy, and respectful working environment. This includes access to clean facilities, protective equipment, and opportunities for training and development. Abuse, harassment, and exploitation are strictly prohibited.

h. Worker Records

Suppliers must maintain a comprehensive master record of its workers detailing personal, employment, and wage information, subject to inspection by FGV or relevant authorities.

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5.2.11 Safety, Health, and Environmental Responsibility

Suppliers shall uphold high standards of safety, health, and environmental responsibility in all business activities with FGV. This includes ensuring the well-being of their representatives and the surrounding community, while complying with all applicable laws and FGV's internal policies.

a. Occupational Safety and Health

Suppliers are responsible for maintaining a safe and healthy work environment at all FGV worksites through the following:

- i. Comply with relevant laws such as the Occupational Safety and Health Act 1994 and its amendments (for operations in Malaysia), or equivalent laws in their jurisdiction;
- ii. Conduct risk assessments and implement appropriate controls to eliminate or mitigate hazards;
- iii. Provide necessary protective equipment, sanitary facilities, emergency plans, and safe working conditions;
- iv. Ensure representatives are trained and informed about safety procedures in languages they understand;
- v. Maintain records and certifications as required by regulatory authorities; and
- vi. Allow representatives to withdraw from unsafe conditions without retaliation.

b. Worker Accommodation

Where housing is provided to suppliers' representatives, suppliers must comply with the Workers' Minimum Standards of Housing and Amenities Act 1990 (for operations in Malaysia), or equivalent laws in their jurisdiction. Accommodations must be clean, safe, and adequately maintained, with access to water, electricity, sanitation, and healthcare provisions.

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c. Substance Abuse Prevention

Suppliers shall enforce strict policies against the use, possession, or distribution of banned substances, including alcohol and drugs, according to the Dangerous Drugs Act 1952 and Poisons Act 1952 (for operations in Malaysia), or equivalent laws in their jurisdiction. Suppliers' representatives must not be under the influence while performing duties, and suppliers must communicate these policies clearly to their representatives.

d. Environmental Stewardship

Suppliers shall adopt responsible environmental practices aligned with FGV's Sustainability Policy and international frameworks such as No Deforestation, No Peat and No Exploitation (NDPE), Malaysian Sustainable Palm Oil (MSPO), Roundtable Sustainable Palm Oil (RSPO), European Union Deforestation Regulation (EUDR), and the United Nations Sustainable Development Goals (UN SDG). This includes:

- i. Minimising environmental impact (e.g., emissions, waste, water use, deforestation);
- ii. Implementing environmental management systems and continuous improvement plans;
- iii. Ensuring legal compliance and maintaining relevant permits;
- iv. Cooperating with FGV's sustainability initiatives and providing transparent reporting;
- v. Promoting traceability, biodiversity protection, and sustainable sourcing.

5.2.12 Non-Discrimination

Suppliers shall not engage in any form of discrimination based on culture, race, colour, age, gender, nationality, ethnicity, disability, pregnancy, religion, political affiliation, union membership, social group, marital

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status, sexual orientation, gender identity or other prohibited grounds for discrimination in hiring and any other employment practices.

5.3 Documentation

- 5.3.1 Suppliers are responsible for maintaining records to demonstrate compliance to the SCOC and all prevailing laws in the jurisdiction where they are operating business activities with FGV.
- 5.3.2 FGV has the right to request Suppliers for access to these documents.

5.4 Audit and Corrective Action

5.4.1 Monitoring and Audits

FGV may require its suppliers to complete evidence-based assessments to verify compliance with FGV's policies and standards or for other certification needs such as Malaysian Sustainable Palm Oil (MSPO) and Roundtable on Sustainable Palm Oil (RSPO). For this purpose:

- i. Suppliers to allow on-site audits at their facilities; and
- ii. Suppliers to permit confidential interviews with their representatives to ensure transparency and accountability.

5.4.2 Cooperation in investigations

Suppliers are expected to:

- i. Cooperate fully with any investigation initiated by FGV;
- ii. Provide accurate and relevant information to support inquiries into allegations of inappropriate or unethical behaviour involving FGV DEA or the suppliers' representatives.

5.4.3 Remedial Measures and Consequence Management

Suppliers must:

- i. Promptly address any breaches or misconduct that may result in consequence management actions by FGV.

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- ii. Take remedial steps as directed by FGV to restore compliance and uphold ethical standards.

5.4.4 Failure to comply with these provisions may result in delinquency action by FGV which may result in contractual and/ or legal consequences.

5.5 Reporting Obligation

5.5.1 Suppliers are obliged to report any instance of actual or suspected violation of the SCOC promptly to the FGV's Whistleblowing Channels at:

- a. Letter

The Whistleblowing Secretariat,
Group Governance Management Division
Level 13 West, Wisma FGV
Jalan Raja Laut
50350 Kuala Lumpur

- b. Email

<https://fgvwbalert.fgvholdings.com/>

- c. In person

Contact Whistleblowing Officer via email or hotline.

- d. Toll-free hotline

Malaysia : 1-800-811-056
Other Countries : +6019-228-5347
(E.G. USA, Pakistan, Thailand)

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5.5.2 All reports are taken seriously and will be handled in a confidential manner with disclosure limited to conduct a full investigation of the alleged violation.

6.0 CONFLICT AND DISPUTE

- 6.1 SCOC is prepared in both English and Bahasa Malaysia and may be translated into other languages. If there is any dispute in interpretation of language, English shall take the precedence.
- 6.2 If a Policy conflicts with any applicable law, FGV Group shall comply with the law.

7.0 REFERENCE

- 7.1 Malaysian Anti-Corruption Commission Act 2009 (Act 694)
- 7.2 Employment Act 1955 (Act 265)
- 7.3 Occupational Health and safety Act 1994 (Act 514)
- 7.4 No Deforestation, No Peat, No Exploitation (NDPE)
- 7.5 European Union Deforestation Regulation (EUDR)
- 7.6 Malaysian Sustainable Palm Oil (MSPO)
- 7.7 United Nations Sustainability Development Goals (UN SDG)
- 7.8 FGV Group Sustainability Policy
- 7.9 FGV Group Code of Business Conduct and Ethics
- 7.10 FGV Group Conflict of Interest Policy

8.0 ACKNOWLEDGEMENT

I hereby declare that I have read, understood and agreed to comply with FGV's Supplier Code of Conduct.

Name : _____

Designation : _____

Company Stamp : _____

Date : _____

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9.0 APPENDIX

Appendix 1 : Supplier Integrity Declaration Form

SUPPLIER INTEGRITY DECLARATION FORM

(This form must be completed and submitted upon Supplier registration/renewal of Supplier registration and upon submission of Tender Documents.)

Date:

Name : _____
Designation : _____
Subsidiary/ Division : _____
Business Address : _____

Sir,

SUPPLIER INTEGRITY DECLARATION

I, _____ IC No: _____ acting as an authorised representative of _____ (name of commercial organisation as defined under Malaysian Anti-Corruption Commission Act 2009 [Act 694] and hereinafter referred as “commercial organisation”) registration number _____, in registering as vendor of FGV Group of Companies (“hereinafter referred as “FGV”) or participating in FGV’s tender or quotation process or in relation to event number _____ do solemnly and sincerely declare that:

1. Ethical Commitment

I and any individual acting on behalf of the abovementioned commercial organisation:

- i. Do not condone and shall not engage in, any form of bribery or corruption, including offering, giving, soliciting or receiving anything of value, or acting as an accomplice in such acts, whether involving FGV personnel or any other party. This prohibition applies regardless of whether there is an active or ongoing tender, quotation or contract and includes actions taken before, during, or after any business dealings with FGV, as well as at any time while the commercial organisation is registered as a vendor of FGV.
- ii. Shall not participate in any form of bidding rigging or fraudulent bidding practices in relation to any tender, quotation or procurement process involving FGV.
- iii. Shall avoid any real or perceived conflicts of interest, including relationships, associations, or circumstances that could impair, or appear to impair, impartiality or objectivity. Any actual or potential conflicts of interest will be promptly disclosed to FGV.
- iv. Shall not engage, directly or indirectly, in money laundering or related unlawful financial activity including transactions involving proceeds from criminal conduct, attempts to conceal, disguise, transfer, or utilize such proceeds; or assisting others in such acts.

2. Consequences of Non-compliance

Should I, or any representative of the commercial organisation, be found to have breached any of the provisions in Clause 1 (i) to (iv), I hereby acknowledge and agree that FGV reserves the right to take one or more of the following actions, without prejudice to any other legal or equitable remedies:

- i. Immediate deregistration of the commercial organisation from FGV’s vendor database;
- ii. Revocation or termination of any tender or quotation invitation, Letter of Award, Purchase Order or related contract;
- iii. Blacklisting of the commercial organisation, its owners, representatives, or related parties

from participating in any present or future FGV transactions; and/or

iv. Any other action deemed appropriate by FGV, at its sole discretion.

3. Legal Awareness

I fully understand and acknowledge that –

- i. I, or any person associated with the commercial organisation, may be prosecuted under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] (“MACC Act 2009) and the Penal Code [Act 574] for any offence arising from non-compliance with Clauses 1 (i) and (iii).
- ii. The commercial organisation may be subjected to enforcement action the Competition Act 2010 [Act 712]. Including financial penalties of up to ten percent (10%) of global turnover, for breaches of Clauses 1 (ii) and (iii), particularly if found in contravention of Section 4(2)(d) of the Act 712.
- iii. I, or any person associated with the commercial organisation, may be prosecuted under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 [Act 613] for any offense arising from a breach of Clause 1 (iv).

4. Obligation to Report

If any individual attempts to solicit a bribe or inducement from me or any person associated with the commercial organisation in connection with the procurement referred to above, I undertake to immediately report such conduct to the Malaysian Anti-Corruption Commission (MACC) office or the nearest police station. I am aware that failure to do so constitutes an offence under Section 25(1) of the MACC Act 2009, punishable under Section 25(2), with a fine not exceeding RM100,000 or imprisonment not exceeding ten (10) years, or both.

5. Corporate Liability under Section 17A

I acknowledge that the under Section 17A of the MACC Act 2009, the commercial organisation commits an offence if any person associated with it gives, promises, or offers a bribe to obtain or retain business or a business advantage. Upon conviction, the commercial organisation may be liable to a fine of not less than ten (10) times the value of the gratification or RM1 million, whichever is higher, or imprisonment for a term not exceeding twenty (20) years, or both.

6. Cooperation and Good Faith

I confirm that the commercial organisation and its representatives:

- i. Have not been convicted or are currently subject to any investigation or enforcement proceedings by relevant authorities for actual or suspected breaches as outlined above; and
- ii. Will cooperate fully and in good faith in reporting any suspected violations of Clauses 1 (i) to (iv), either through FGV Whistleblowing channels or to an authorized FGV representative, as soon as such information becomes known.

Thank you.

Yours Sincerely

Name:

IC No:

Commercial organisation Stamp:

Date: