

	BERSATU GROUP OF COMPANIES	Doc. No.	BG-SOP-QA-F29
		Rev. No.	0
	Supplier Code of Conduct	Effective Date	02 SEP 26

1. Purpose

BERSATU Group of Companies is a Consolidation Service Operator serving the Domestic Market which operates between West and East Malaysia and International Market.

BERSATU Group of Companies is involved in Air & Sea Freight Management, LCL Consolidation, Customs Clearance, Transport & Haulage, Bonded & Non-bonded Warehousing, Distribution and Project Cargo.

This Supplier Code of Conduct ("**Code**") sets out the minimum standards and expectations that all suppliers, subcontractors, service providers, contractors, and business partners ("**Supplier**") shall comply with when conducting business with the relevant company within the BERSATU Group of Companies ("**Company**").

2. Scope

The Supplier shall conduct its business ethically, responsibly, and in compliance with all applicable laws and regulations and ensure that its employees, agents, subcontractors and service providers comply with the applicable requirements of this Code.

3. Legal Compliance

3.1 The Supplier shall:-

- (a) Comply with all applicable laws, regulations, regulatory requirements and where applicable, recognised industry standards in the countries where it operates.
- (b) Maintain all required licences, permits, and registrations and approvals necessary for the conduct of its business and the performance of its obligations to the Company.
- (c) Cooperate with regulatory authorities and the Company during compliance assessments.
- (d) Comply with all applicable requirements relating to employment, immigration, occupational safety and health, environmental protection, customs, transportation, data protection, anti-bribery and anti-corruption.

3.2 Labour and Employment Practices

3.2.1 Freely Chosen Employment

The Supplier shall prohibit all forms of forced, bonded, indentured, involuntary, trafficked, or prison labour. Workers shall not be required to lodge deposits, identity documents, or pay recruitment fees as a condition of employment.

3.2.2 Child Labour

The Supplier shall not employ workers below the minimum legal working age applicable in the relevant jurisdiction and shall comply with all applicable laws relating to child labour and young workers.

3.2.3 Employment Contracts

Every worker shall receive a written statement of terms and conditions of employment in a language that the worker understands before commencing employment or as otherwise required by applicable law. The terms and conditions shall clearly state the terms and conditions of employment, including wages, working hours, benefits, leave entitlements, and termination conditions.

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3.2.4 Wages and Benefits

The Supplier shall:

- (a) Pay wages and benefits in accordance with applicable laws;
- (b) Pay overtime in accordance with legal requirements;
- (c) Pay wages on time through the worker's personal bank account where permitted by law;
- (d) Provide itemised payslips; and
- (e) Make all legally required statutory deductions, contributions and payments in respect of its workers.

3.2.5 Working Hours

Working hours, overtime, rest days, and public holidays shall comply with applicable labour laws.

3.2.6 Non-Discrimination

Employment decisions shall not discriminate on the basis of race, colour, religion, gender, age, disability, nationality, marital status, pregnancy, or any other status protected by law.

3.2.7 Harassment and Abuse

Workers shall be treated with dignity and respect. Physical punishment, threats, harassment, abuse, or intimidation shall not be tolerated.

3.2.8 Freedom of Association

The Supplier shall respect workers' rights to freedom of association and collective bargaining in accordance with applicable laws.

3.2.9 Passport Retention and Protection of Personal Documents

- (a) The Supplier shall respect each worker's right to retain possession and control of their own passport, travel documents, identity documents, work permits, and other personal documents at all times.
- (b) The Supplier, its employees, agents, subcontractors, labour providers, or recruiters shall not confiscate, retain, withhold, or otherwise restrict a worker's access to their passports or personal documents, whether directly or indirectly, as a condition of employment or continued employment.
- (c) Where temporary custody of a passport or other personal document is required by law or is reasonably necessary for a specific administrative purpose and legally permissible, such as visa processing or permit renewal, the following conditions shall apply:-
 - (i) The worker provides prior, voluntary, written consent where legally permissible.
 - (ii) The document is retained only for the minimum period reasonably necessary.
 - (iii) The document is stored securely and protected against loss, damage or unauthorised access.

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- (iv) The document is returned promptly upon completion of the relevant administrative process or upon the worker's request, to the extent legally permissible; and
- (v) No fee, penalty, coercion, or restriction shall be imposed on the worker for requesting the return of their documents.
- (d) The Supplier shall ensure that all recruitment agencies, labour brokers, and subcontractors engaged in the recruitment or employment of workers comply with these requirements.
- (e) Any material or repeated violation of this clause shall constitute a breach of the Supplier's contractual obligations to the Company and may require the Supplier to implement corrective actions, reimburse affected workers where applicable, and may result in suspension or termination of the business relationship with the Company, without prejudice to any other rights or remedies available to the Company.

4. Health and Safety

The Supplier shall provide a safe and healthy workplace by :

- a) Identifying and controlling workplace hazards.
- b) Providing appropriate personal protective equipment (PPE).
- c) Conducting safety training.
- d) Maintaining emergency preparedness procedures.
- e) Providing adequate welfare facilities.
- f) Promptly reporting to the Company any serious workplace accident, fatality, injury, dangerous occurrence or other significant health and safety incident which may affect the Company's operations, personnel or reputation.

5. Environmental Responsibility

The Supplier shall:-

- a) Comply with applicable environmental laws.
- b) Manage waste responsibly.
- c) Prevent pollution.
- d) Promote efficient use of energy, water, and natural resources.
- e) where reasonably practicable, implement measures to improve environmental performance and reduce adverse environmental impacts.

6. Business Ethics

The Supplier shall:-

- a) Conduct business with integrity.
- b) Prohibit bribery, corruption, extortion, fraud, and money laundering.
- c) Avoid conflicts of interest and promptly disclose to the Company any actual, potential or perceived conflict of interest relating to its dealings with the Company.
- d) Maintain accurate and complete business records.
- e) Comply with all applicable competition and anti-corruption laws.
- f) Not offer, provide, solicit or accept any gift, payment, benefit, entertainment or hospitality intended or reasonably likely to improperly influence a business decision.
- g) Not engage in any conduct intended to improperly influence, induce or reward any person in connection with its dealings with the Company.

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7. Human Rights

The Supplier shall respect internationally recognised human rights and ensure that its operations do not contribute to human rights abuses and shall take reasonable steps to identify, prevent and address actual or potential adverse human rights impacts arising from its operations.

8. Confidentiality and Data Protection

The Supplier shall:-

- (a) protect confidential information received from the Company or on behalf of the Company;
- (b) Comply with applicable data protection and privacy laws, including the Personal Data Protection Act 2010, where applicable;
- (c) Use confidential and personal information only for legitimate business purposes and in accordance with the Company's instructions and applicable laws;
- (d) Implement appropriate technical and organisational measures to prevent unauthorised access, disclosure, loss, misuse or alteration of such information; and
- (e) Promptly notify the Company of any actual or suspected data breach, security incident or unauthorised disclosure affecting information provided by or relating to the Company.

9. Subcontractors and Labour Providers

- 9.1 The Supplier shall ensure that its subcontractors and labour providers comply with this Code.
- 9.2 The Supplier shall communicate the applicable requirements of this Code to its employees, agents, subcontractors, labour providers and other relevant business partners engaged in providing goods or services to the Company and shall take reasonable steps to ensure compliance.
- 9.3 The Supplier remains responsible for the conduct and compliance of its subcontractors and labour providers in connection with the provision of goods or services to the Company, to the extent permitted by law.

10. Compliance Monitoring and Audit

- 10.1 The Company reserves the right to assess the Supplier's compliance with this Code through document reviews, questionnaires, site visits, or audits upon reasonable notice and during normal business hours, where reasonably necessary and proportionate to the nature and risk of the Supplier's activities.
- 10.2 The Supplier shall cooperate fully and provide relevant records and reasonable access to relevant personnel and facilities as may be reasonably requested by the Company, subject to applicable confidentiality and data protection requirements.
- 10.3 The Company may conduct an assessment without prior notice where reasonably necessary due to a serious compliance concern, allegation of misconduct, health and safety incident or suspected violation of applicable law.

11. Non-Compliance and Corrective Action

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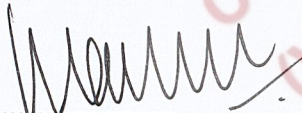
- 11.1 Where non-compliance is identified, the Supplier shall promptly investigate the matter and implement appropriate corrective and preventive actions within the agreed timeframe specified by the Company.
- 11.2 The Company may require the Supplier to provide a corrective action plan and reasonable evidence of its implementation.
- 11.3 Failure to address material, significant or repeated non-compliance or any serious violation of applicable law, human rights, anti-bribery requirements or worker safety requirements, may result in suspension or termination of the business relationship, without prejudice to any other rights or remedies available to the Company.

12. Reporting and Non-Retaliation

- 12.1 The Supplier shall provide workers with appropriate channels to raise concerns or report suspected violations of applicable laws, this Code or the Supplier's employment practices without fear of retaliation.
- 12.2 The Supplier shall not retaliate against any person who, in good faith, raises a concern, makes a report or participates in an investigation relating to suspected misconduct or non-compliance.
- 12.3 The Supplier shall promptly notify the Company of any material allegation, investigation or confirmed violation of applicable law or this Code relating to its provision of goods or services to the Company.

13. Minimum Standards and Applicable Law

This Code sets out the minimum standards expected of Suppliers. Where applicable law imposes a higher standard than that set out in this Code, the Supplier shall comply with the higher legal standard. Nothing in this Code shall be construed as permitting the Supplier to act in breach of applicable law.



MARCUS LEONG
 Chief Operating Officer

Acknowledgement

The Supplier acknowledges that it has read, understood this Supplier Code of Conduct and undertakes to comply with the requirements set out herein. The Supplier shall communicate the applicable requirements of this Code to its employees, agents, subcontractors, labour providers and other relevant business partners engaged in providing goods or services to the Company.

Supplier Name	
Authorised Representative	
Designation	
Signature	
Date	