

SENHENG

SENHENG NEW RETAIL BERHAD

SUPPLIER CODE OF CONDUCT
(SCOC)

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1. PREFACE

Senheng New Retail Berhad (the “**Company**”) and its group of companies (collectively referred to as the “**Group**”) are dedicated to conducting business in an ethical, socially responsible manner, and in compliance with all applicable laws and regulations in Malaysia. The Group expects its suppliers to uphold the same standards, and as such, has established this Supplier Code of Conduct (the “**SCOC**”).

2. SCOPE AND APPLICABILITY

- 2.1. This SCOC is applicable to all existing and prospective vendors engaged by the Group, including suppliers, service providers, contractors, consultants, agents, and any personnel appointed by these entities, such as employees, agents, subcontractors, and suppliers, who supply goods or render services on behalf of the Group (hereinafter referred to as “**Suppliers**”).
- 2.2. In the event of any inconsistency between this SCOC and the terms of an agreement with the Supplier, the contractual terms shall take precedence, but only to the extent of the inconsistency.

3. PRINCIPLES

This SCOC is founded upon Four (4) key principles:

- a) Business Ethics & Integrity;
- b) Human Rights & Labour Standards;
- c) Environmental Responsibility; and
- d) Implementation Of The SCOC.

4. BUSINESS ETHICS & INTEGRITY

4.1. Business Ethics

Suppliers are expected to comply with all relevant laws, regulations, and industry standards, conducting business with integrity, accuracy, fairness, honesty, and transparency, in alignment with sound corporate governance practices that support mutual and sustainable growth.

4.2. Anti-Bribery & Corruption

A bribe is defined as any improper offer, gift, or benefit intended to influence business decisions. In addition to all applicable anti-bribery and anti-corruption laws in Malaysia, Suppliers shall adhere to the Group's Anti-Bribery and Anti-Corruption Policy ("**SENHENG ABAC Policy**") which can be found at <https://senheng.com/wp-content/uploads/2025/09/Anti-Bribery-and-Anti-Corruption-Policy-2.pdf>**.

4.3. Conflict of Interest

Suppliers are required to avoid any situations where personal interests may conflict with their duties to the Group. Any potential conflicts of interest must be disclosed to the Company without delay.

4.4. Respect for Intellectual Property

Suppliers must respect the Group's intellectual property rights, including trademarks and patents. Unauthorized reproduction or distribution of copyrighted materials is strictly prohibited.

4.5. Confidentiality & Personal Data Protection

Suppliers must maintain the confidentiality of all information related to the Group's business and implement appropriate measures to safeguard such information. They are also required to comply with applicable data protection laws and regulations in Malaysia.

4.6. Fair Competition

Suppliers must adhere to all competition laws and foster fair business practices, ensuring equitable trade conditions, transparent pricing, and respect for competitors.

4.7. Financial Integrity & Information Disclosure

Suppliers are required to maintain transparency in all financial transactions, ensuring that records are accurate and comply with applicable laws and industry standards in Malaysia. Suppliers shall also provide the Group with relevant information upon the Group's request and notify the Group promptly of any changes in ownership or Board composition.

5. HUMAN RIGHTS & LABOUR STANDARDS

5.1. Compliance with Human Rights

Suppliers must uphold fundamental human rights, including freedom of speech, religion, and personal security. They should foster diversity, inclusion, and equality, ensuring no discrimination in their practices.

5.2. Fair Treatment of Labour

Suppliers must treat their workers fairly and in compliance with all applicable labour laws and standards in Malaysia, ensuring:

- a) Non-discrimination in hiring and treatment of workers;
- b) Ethical recruitment practices, including transparent employment contracts;
- c) Fair working conditions, including but not limited to adequate compensation, benefits, and leave entitlements in accordance with local regulations; and
- d) Prohibition of child labour, forced labour, and human trafficking.

5.3. Health & Safety

Suppliers are required to provide a safe and healthy work environment in compliance with occupational health and safety regulations, as well as ensuring adequate insurance coverage for employees.

5.4. Community & Social Responsibility

Suppliers must act as responsible corporate citizens by considering the social impact of their operations. They are expected to respect cultural diversity, engage in community development, and make positive contributions to societal welfare.

6. ENVIRONMENTAL SUSTAINABILITY

Suppliers shall adhere to all applicable environmental laws and regulations and ensure they remain up to date. This includes implementing ongoing employee training and establishing effective monitoring and control measures across operations. Additionally, suppliers are responsible for identifying, managing, and proactively addressing significant industry-specific issues, such as climate change and water conservation, in addition to legal obligations.

6.1. Environmental Management

Suppliers must comply with all relevant environmental laws and regulations in Malaysia, striving to minimize their environmental impact through the efficient use of resources and responsible waste management.

6.2. Pollution Control

Suppliers are required to manage emissions, wastewater, waste, and hazardous materials in accordance with environmental standards to minimize adverse environmental effects.

6.3. Compliance with Greenhouse Gas (GHG) Data Disclosure Requirements

Suppliers are expected to comply with the GHG data disclosure requirements outlined in Malaysia's Sustainability Framework. The data provided will be used exclusively for reporting purposes. Suppliers must consistently monitor, measure and annually report their GHG emissions, including Scope 1, Scope 2, and, where applicable, Scope 3 emissions. The reports submitted must adhere to established and recognized frameworks in Malaysia.

6.4. Carbon Emissions Management

Suppliers shall take a proactive approach in assessing and reducing both their direct and indirect carbon footprint (e.g., CO₂ emissions as defined by the Greenhouse Gas Protocols) across their supply chain. They are also required to identify key areas of focus to effectively reduce their carbon footprint.

7. IMPLEMENTATION OF THE SCOC

7.1. Communication & Training

Suppliers must ensure that all employees, workers, and subcontractors are made aware of the SCOC and receive appropriate training to ensure its effective implementation.

7.2. Compliance of SCOC

Suppliers shall do the following:-

- a) Acknowledge and comply with SCOC;
- b) Establish a management system to enforce SCOC;
- c) Consent to audits by the Group to assess compliance and identify opportunities for improvement; and
- d) Address any recommended improvements within the specified time frame, or face potential consequences for non-compliance.

7.3. Complaint and Whistleblowing

- a) Suppliers are encouraged to file complaints or report any evidence of non-compliance with the SCOC following the guidelines in the Group's Whistleblowing Policy, which is available for reference at <https://senheng.com/wp-content/uploads/2025/10/014-Whistleblowing-Policies-and-Procedures-wef-011025.pdf>**.
- b) Suppliers must promptly report any deficiencies and the associated impacts that may arise due to non-compliance with the SCOC to the Group's Whistleblowing Channel at <https://4uwecare.com/>. All reports are taken seriously and will be handled in a

confidential manner with disclosure limited solely for conducting the investigation of the alleged violation.

8. REVIEW AND AMENDMENT

The Group retains the right to review and amend this SCOC as deemed necessary. As such, this SCOC is subject to periodic updates. Any revisions to the SCOC shall become binding on suppliers upon notification from the Group.

** subject to updates and adjustments over time

LETTER OF ACKNOWLEDGEMENT AND COMPLIANCE

I hereby declare that I have read, understood and agreed to comply with the above Supplier Code of Conduct (SCOC). I agree to provide relevant documentation supporting our compliance with this SCOC upon request by the Group. When required, I shall agree to authorize the Group or any party appointed by the Group to conduct audits to verify compliance to this SCOC, subject to maintain the findings within both parties. I fully understand that the Group has the absolute right to add, amend, review or delete any of the contents of the SCOC as and when necessary and that I shall also be liable to such additions, amendments, revisions and/or deletions.

As evidence, I have signed and affixed the company stamp to mark this document as important.

Supplier's Company Name :
Business Address :

Tel No (Office/H/P) :
Email :

Signed and affixed the company stamp

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Authorized Signatory
Name :
Position :
Date :