

SENGENICS GROUP
DISTRIBUTOR CODE OF CONDUCT

1. INTRODUCTION

1.1 Sengenics Group shall include the following entities: -

- a. Sengenics Sdn Bhd (Co No. 200801022561 (823880-D)), a company incorporated in Malaysia (the “**Company**”); and
- b. any other corporations which are related to the Company in the following manner:
 - i. the corporation is the holding company of the Company;
 - ii. the corporation is the subsidiary company of the Company; and
 - iii. the corporation is the subsidiary of the holding company of the Company;
- c. any other entities that may be communicated to you from time to time.

(collectively or individually, ‘**Group**’).

1.2 The Group is strongly committed to observing the highest ethical standards in all its distributing activities. As such, this Sengenics Group Distributor Code of Conduct (‘**Code**’) has been prepared to provide a clear statement of the Group’s expectation from Distributors. Transparency and accountability should be strictly adhered to in all distributing activities. The Group’s aim to work with Distributors to ensure full compliance with these principles. These requirements set out the minimum levels of compliance required of the Group’s Distributors. Distributors are encouraged to exceed the requirements wherever possible. The Group will consider these principles in its selection of Distributors and will actively monitor Distributors’ compliance.

1.3 The Group may amend and add to this Code at any time and from time to time. Distributors and Distributor’s Representatives are bound by such amendments and additions published from time to time. References to this Code shall be deemed to include such amendments and additions. Distributor shall ensure that Distributor Representatives comply with this Code.

1.4 Distributor is expected to comply with this Code even if it stipulates a higher standard than required by national laws or regulations.

2. APPLICABILITY OF THE CODE

2.1 This Code shall apply to all Distributors including all prospective Distributors, the Group-approved sub-contractors and other entities acting on the Distributor’s behalf (collectively ‘**Distributor Representatives**’).

2.2 Distributors including such Distributor Representatives shall ensure this Code and other relevant information are communicated throughout their organisation and made available to their respective employees in a comprehensible language(s) of its employees and supervisors.

- 2.3 Distributors' and the Distributor Representatives' acknowledgement of this Code is a pre requisite in every Group's appointment of Distributor. Through signing of contract, which may or may not make reference to the Code, the Distributor commits that its business operations are consistent with the provisions contained in this Code.

3. BUSINESS PRACTICES

3.1 Laws, Including Regulations and Other Legal Requirements

- 3.1.1 Distributors shall comply with all applicable laws and regulations in all locations and jurisdiction where they conduct business. Where the requirements of such applicable laws and this Code differ, or are in conflict, the Distributor shall comply with the highest standard consistent with applicable laws.
- 3.1.2 Distributors are also expected to ensure it has obtained all necessary regulatory approvals to conduct its business in the relevant jurisdictions. This includes any licenses, permits, approvals, permissions granted by local regulators and federal authorities.

3.2 Policy on Bribery and Corruption

- 3.2.1 The Group expects all Distributors to conduct their business in accordance with the highest ethical standards and comply with **Sengenics Group Anti-Bribery and Corruption Policy** at all times.
- 3.2.2 The Group is committed to conducting its business free from extortion, bribery and all unlawful, unethical or fraudulent activity. A distributor must not offer, give, promise or authorise any bribe, gift, loan, fee, reward or other advantage to any government official or employee, any customer, any Group's employee or any other person to obtain any business advantage or improperly influence any action or decision. Distributor must comply with all applicable local and international anti-corruption laws and regulations. Distributor must ensure that it and its personnel and other persons working on its behalf are aware of and will take all necessary steps to comply with such laws and regulations.

3.3 Position on Conflict of Interest

- 3.3.1 Distributor is required to identify and avoid situations where there is an actual conflict of interest or even the appearance of a conflict of interest. It is important that business decisions are not improperly influenced by personal interests or relationships. This applies also to the Distributor's interactions with the Group's employees.
- 3.3.2 In the event that Distributors are involved in other business(es) deemed or

perceived to be similar or in competition to the Group's business(es), Distributors will uphold utmost integrity and avoid conflict of interest when proposing, offering and/or selling solutions, products or services to Distributors' customers.

3.4 Anti-Competitive Conduct

3.4.1 Distributors shall comply to competition legislation and regulations where applicable and not engage in anti-competitive conduct such as but not limited to collusive behaviour, tying or linking arrangements, misuse of market power and refusal to supply.

3.4.2 The Group expects its Distributors to adhere to all anti-trust and competition laws to ensure a free and open marketplace. Distributors must not propose, or enter into, any agreements with a competitor to fix or stabilize pricing, allocate customers, territories, products or markets, rig bids or collude on bid quotes, or boycott a competitor or customers.

4 LABOUR RIGHTS AND WORKING CONDITIONS

The Group expects its Distributors to comply with all applicable labour laws and regulations and international labour rights and principles as established by ILO in the 1998 Declaration on Fundamental Principles and Rights at work.

4.1 Forced or Involuntary Labour

4.1.1 Distributors shall not use forced or involuntary labour of any type (e.g., forced, bonded, indentured or involuntary prison labour). Employment is voluntary.

4.2 Child Labour Avoidance

4.2.1 Distributors shall not use child labour. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardise the health or safety of young workers.

4.3 Wages and Benefits

4.3.1 Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. The basis on which each worker is being paid is to be provided each such worker in a timely manner via pay stub or similar documentation.

4.4 Working Hours

4.4.1 The Group expects its Distributors to comply with industry norms and applicable local laws on working hour requirements as stipulated in any applicable country's governing labour laws. Distributors shall ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Employees should be allowed at least one day off per seven-day week.

4.5 Respect and Dignity

4.5.1 Distributors shall treat all employees with respect and shall not use corporal punishment, threats of violence or other forms of physical coercion or harassment.

4.6 Non-discrimination

4.6.1 Distributors shall not discriminate in its hiring and employment practices. Forms of discrimination, which are not allowed, may include race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability.

4.7 Freedom of Association

4.7.1 Distributors shall recognise their employees' rights to join or refuse to join labour unions or associations and to bargain collectively as permitted by law. Distributors have the right to establish favourable employment conditions and to maintain open communication and direct engagement between workers and management as a means to resolve workplace and compensation issues and promoting positive employee relations that make employees view third-party representation as unnecessary.

5 HEALTH AND SAFETY

5.1 Distributors shall provide their employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Consistent with these obligations, Distributors shall have trainings, certifications and implement effective programmes that include effective safety programmes to educate and remind their employees/workers on the fundamentals of health and safety.

5.2 Distributors shall make available safety information on identified workplace risks and their employees is correspondingly trained to ensure they are adequately protected. Distributors will identify and assess likely and potential emergency situations in the workplace and minimize their impact by implementing emergency plans and response procedures.

5.3 Distributors shall establish procedures and systems to manage, track, and report occupational injury and illness. Such procedures and systems shall encourage employee reporting, classify and record injury and illness cases, investigate cases and implement corrective actions to eliminate their causes, provide necessary medical treatment, and facilitate return of employees

to work.

6 ENVIRONMENT

- 6.1 Distributors shall operate in a manner that is protective of the environment. At a minimum, Distributors shall comply with all applicable environmental laws, regulations and standards. Distributors shall also comply with any additional environmental requirements specific to the products or services being provided to the Group as called for in design and product specifications, and contract documents. Distributors should strive to implement management systems to meet these requirements.
- 6.2 The Group fully supports UN Sustainable Development Goals, Paris Agreement and other environmental frameworks and conventions. To this end, the Group is committed to the aim of the Paris Agreement to limit the global temperature rise to 1.5°C above pre-industrial levels and to achieve national targets in various countries. Distributors shall continuously improve their environmental performance by identifying, assessing and managing environmental risks and impact throughout their value chain. Distributor shall take suitable actions to avoid and/or minimize the consequences and continuously work to improve their environmental performance.

7 DATA PRIVACY, CYBER-SECURITY AND ANTI-MONEY LAUNDERING

- 7.1 The Group views breaches or non-compliance with laws or regulations, the Group's policies or contractual terms, including those pertaining to data privacy, cyber security and money laundering, seriously, and may lead to sanctions and actions being invoked against the Distributor.
- 7.2 Distributor shall:
- (a) have in place and shall implement systems, policies, processes, controls and standards which safe-guard data privacy, cyber-security and prevent money laundering;
 - (b) ensure that:
 - (i) all the Group's data and information which Distributor possesses, controls or has access to, are safe and protected against cyber threats and security breaches, loss and corruption; and
 - (ii) all systems, software, solutions and services that it supplies to the Group's contain or possess the technology, features and mechanisms to protect against cyber threats and security breaches and loss and corruption of data.
- 7.3 Distributor shall promptly notify the Group, as applicable, in the event of any anticipated, suspected or actual:-

- (i) breach or non-compliance with laws or regulations, the Group’s policies or contractual terms in relation to data privacy, cyber-security or anti-money laundering; and
- (ii) cyber threat to, security breach of, or loss or corruption of, the Group’s data and information.

8 US ECONOMIC SANCTION

8.1 Introduction & Definitions

8.1.1 The Group is committed to fully comply with U.S. economic sanctions.

8.1.2 For purpose of paragraph 8 of this Code, unless the context otherwise requires, the following expressions shall have the following meanings:-

EU/UK Persons Government Entities or individuals/entities incorporated/resident or otherwise domiciled in the European Union, the European Economic Area or the United Kingdom.

Government Entity Any national, federal, state or local, whether domestic or foreign, government, governmental entity, quasi-governmental entity, court, tribunal or any governmental bureau, or any regulatory, administrative or other agency, or any political or other subdivision, including any university or other institution of higher education, department or branch of any of the foregoing.

Policy This U.S. Economic Sanctions Policy.

Restricted Party List A list of individuals and entities subject to restrictive measures imposed by Government Entities or international organizations including, without limitation, (1) the Specially Designated Nationals List, the Foreign Sanctions Evaders List, and the Sectoral Sanctions Identifications List, all administered by OFAC within the U.S. Department of the Treasury; and (2) the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce.

Restricted Party Screening The process of confirming that an individual or entity is not the target of restrictive measures imposed by Government Entities or international organizations.

8.2 U.S. Economic Sanctions Policy

- 8.2.1 Distributors are required to adhere to all applicable economic sanctions, including the sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"). Economic sanctions are financial, trade, and travel-related restrictions targeting individuals, entities, countries or geographic regions ("**Sanctioned Parties**"). A country or geographic region may be subject to comprehensive (*i.e.*, country-wide or territory-wide) sanctions (each, an "**Embargoed Country**") or non-comprehensive sanctions (each, a "**Restricted Country**").

Embargoed Countries	Restricted Countries
Cuba	Russia
Iran	Ukraine (other regions)
North Korea	Venezuela
Syria	
Ukraine (Crimea region)	

- 8.2.2 The above list is subject to change and not exhaustive. The current list of sanctions programs administered by OFAC—including those implementing comprehensive or non-comprehensive sanctions, as well as programs targeting specified entities and individuals—is available online at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. If a Distributor has any questions about the scope of a sanctions program, they should contact the Group.
- 8.2.3 Venezuela is subject to a partial embargo. Although Venezuela is not subject to country-wide restrictions, virtually all dealings (unless otherwise authorized) involving the Government of Venezuela are prohibited.
- 8.2.4 With the exception of transactions that do not involve any Sanctioned Party, other than the country Russia, that have been preapproved by the Group, Distributors are prohibited from engaging in transactions with any Sanctioned Party. Distributors also are prohibited from "facilitating" (*i.e.*, assisting, supporting, or approving) activities by third parties that involve Sanctioned Parties. Examples of prohibited facilitation include but not limited to:
- (a) Approving, financing, or providing transportation or insurance for transactions involving Sanctioned Parties;
 - (b) Filling orders through a third party for Sanctioned Parties;
 - (c) Referring business requests from Sanctioned Parties to third parties.

8.2.5 Examples of transactions involving or otherwise relating to an Embargoed Country or Restricted Country, all of which Distributors are prohibited from engaging in, include:

- (a) A shipment starting from, ending in, or passing through an Embargoed Country or Restricted Country;
- (b) A transaction or shipment involving any individual ordinarily resident in, entity located or organized in, or Government Entity of an Embargoed Country or Restricted Country.

8.2.6 Distributors are further prohibited from engaging in any transaction involving a counterparty refusing to provide its location, country of organization, or the country of origin or ultimate destination of goods.

8.3 **Restricted Party Screening**

8.3.1 Distributors shall conduct Restricted Party Screening for counterparties, other than EU/UK Persons. Parties to be screened include distributors, vendors, customers, shipping companies, freight forwarders, agents, intermediate consignees and banks. Screening can be conducted manually online or using automated screening software.

8.3.2 Other than as set out in the paragraph above, Distributors must perform Restricted Party Screening prior to entering into business arrangements or transactions.

8.3.3 If Restricted Party Screening reveals a potential match against a Restricted Party List, the relevant Distributor should transmit a record of the result, including all listed references, to the Group, who will review the potential match and make a decision with respect to the alert message.

8.3.4 The relevant Distributor should retain all records generated from the Restricted Party Screening (i) for a period of six months following completion of the Restricted Party Screening, or (ii) during the term of the agreement with the party subject to the screening, if a written agreement has been entered into with such party that is not of a "one-time or intermittent nature" (e.g. excluding any agreement between the Group and a customer that has been entered into by way of the customer placing one or more orders for the Group's products or services online).

8.4 **Reporting and Enforcement**

8.4.1 Distributors have a duty to report potential, suspected, and actual violations of law or any of the Group's policy or code of conduct. Reports may be made anonymously. No Distributor will be subject to reprisal for reporting information about potential compliance issues.

8.4.2 Distributor who violate this Policy may be subject to sanctions as set out in paragraph 12 of this Code.

- 8.4.2 This Policy does not address every possible issue that may arise concerning compliance with U.S. economic sanctions. If any questions or concerns arise regarding this U.S. Economic Sanction Policy or its application to a specific situation, Distributors are expected to seek guidance from the Group.

9 MONITORING COMPLIANCE TO THE CODE

9.1 To facilitate the monitoring of Distributors' compliance with this Code, the Group expects Distributors to:

- (a) Develop and maintain all necessary documentation to support compliance with the described standards; such documentation shall be accurate, up to date and complete;
- (b) Provide the Group's representatives with access to all relevant records and documentations, upon the Group's request;
- (c) Allow the Group's representatives to conduct interviews with the Distributor's employees and management and Distributor Representatives separately;
- (d) Allow the Group's representatives to conduct announced and unannounced site visits of Distributor and Distributor Representatives locations; and
- (e) Respond promptly to reasonable inquiries from the Group's representatives in relation to the implementation of this Code.

Distributor shall have a process in place for timely correction of any deficiencies or violations identified by such an assessment.

10 REPRESENTATION

10.1 Distributors shall provide honest, accurate and open representation of their organisation, its qualification, experience and capabilities. Distributors shall also disclose, if requested, accurate references of previous work undertaken. Where references of previous work undertaken cannot be disclosed due to confidentiality obligations, the Distributor shall reasonably endeavour to obtain the appropriate permissions and shall at a minimum disclose such information without breaching such obligations of confidentiality.

11 RAISING CONCERNS

11.1 The Group is committed to obtaining regular inputs from stakeholders in the continued development and implementation of this Code. If a Distributor wishes to report a questionable act or possible violation of this Code, by any individual or corporate entity, in the course of the Group's business interactions, the Distributor is encouraged to engage with their primary contact

of the Group to resolve the concern. However, the Group recognises there may be times when this is not possible or appropriate. In such instances, a Distributor should write to the Group dedicated whistle-blowing email address at ***whistleblowing@sengenics.com*** or such other addresses given on the Group's official website. The Group will carefully evaluate and respond to concerns received. The outcome of any investigations or any follow-up actions is confidential and will be shared as and when Sengenics deems appropriate. The Group will not tolerate any retribution or retaliation taken against any Distributor who has, in good faith and with reasonable basis sought advice or reported a questionable act or possible violation.

- 11.2 Distributors shall ensure that all its employees feel free and encouraged to report incidents of non-compliance, suspected misconduct, or other irregularities. To achieve this, Distributors shall make available appropriate reporting channels to its employees. Distributors shall ensure that those who do report, are not faced with personal repercussions such as financial disadvantage or threats of contract termination by making sure that its whistleblowing functions and reporting channels are managed and monitored by third parties, providing all employees with the right to report serious wrongdoings without fear of retaliation.

12 SANCTIONS

- 12.1 A breach of the Code may result in actions being invoked against that Distributor, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the Distributor in breach to its obligations under the Code. The range of actions available to be imposed on the Distributor includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all the Group's subsidiaries and associate companies;
- Immediate termination of contract, without recourse; or
- Commencement of legal proceedings.

DISTRIBUTOR'S CONFIRMATION

We, _____ hereby agree to the terms of the Sengenics Group Distributor Code of Conduct and warrant, undertake and represent to be bound by its terms.

Authorised Signatory

Name:

Position:

Date: