

**CONFIDENTIAL**



PERBADANAN PRODUKTIVITI MALAYSIA  
PO BOX 64  
46904 PETALING JAYA  
SELANGOR DARUL EHSAN  
MALAYSIA

**PURCHASE ORDER**

Vendor No. : 40013094

PO No. : 4000230413  
Date : 21-May-2020  
Contract Ref. :  
Tender Ref. :  
Buyer : BATCHUSER  
Contact No. :

**Shipping Information**

**Deliver to:**

Malaysia Airlines Berhad 1116944-X  
Level 1, Administration Building  
Southern Support Zone (SSZ)  
Kuala Lumpur International Airport-KLIA  
64000 Sepang  
Selangor Darul Ehsan  
Malaysia

**Bill to Address:**

MALAYSIA AIRLINES BERHAD 1116944-X  
ACCOUNT PAYABLE  
LEVEL 3, WEST WING, ADMINISTRATION  
BUILDING  
SOUTHERN SUPPORT ZONE (SSZ)  
KUALA LUMPUR INTERNATIONAL AIRPORT  
KLIA  
64000 SEPANG  
Selangor Darul Ehsan  
Malaysia

Contact Person : Mahadi  
Contact No. :

Terms of Delivery :  
Payment Terms : 60 days from invoice receipt  
date  
Currency : MYR

**Notes**

**Details**

Material/MPN Vendor Mat. No.	Qty	Material Description UOM	Delivery Date	Unit Price Per Qty	Net Value
81000290	1	Lawatan Tapak each	28-May-2020	2,500.00 1	2,500.00
81000290	1	Kursus Amalan Lawatan Tapak each	28-May-2020	7,200.00 1	7,200.00

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Material/MPN Vendor Mat. No.	Qty	Material Description UOM	Delivery Date	Unit Price Per Qty	Net Value
81000290	Kursus Audit Dalam 1	each	28-May-2020	7,200.00 1	7,200.00
81000290	Sessi Perundingan 1	each	28-May-2020	15,000.00 1	15,000.00
81000290	Pra Audit 1	each	28-May-2020	1,300.00 1	1,300.00
81000290	Audit Pensijilan 1	each	28-May-2020	1,400.00 1	1,400.00

*Operation Support Compliance*

TOTAL MYR 34,600.00

# GENERAL TERMS AND CONDITIONS

(Revision 1: 21<sup>st</sup> September 2016)

**THIS GENERAL TERMS AND CONDITIONS ("GTC")** is entered into between Malaysia Airlines Berhad, its subsidiaries and/or sister companies (including its respective personal representatives, successors and permitted assigns) hereinafter termed "MAB", and The Person, Firm or Company (including its personal representatives, successors and permitted assigns) undertaking, supplying and/or providing the goods or services is hereinafter termed as the "Supplier".

## 1. ACCEPTANCE

Acceptance of this Order must be acknowledged by Supplier. Supplier shall inform MAB immediately of any inability to supply any of the items ordered or render services required.

## 2. CHANGES IN SPECIFICATION

No change to or amendment of the items appearing on this Order or any of its terms or conditions shall be binding upon MAB unless expressly agreed to in writing by MAB authorised personnel. Supplier shall within a reasonable time notify MAB in the event that any goods the subject of this Order are affected by changes in drawings, designs or specifications effective or impending at the time of receipt by Supplier of this Order, but Supplier shall not without the prior written approval of MAB authorised personnel incorporate any such changes in this Order.

## 3. QUANTITY

No quantity over and above that is called for on this Order will be accepted without authority from MAB. Freight incurred for items returned will be borne by the Supplier.

## 4. PRICE

Unless otherwise specified in this Order, all prices shall be regarded as F.O.B. delivery point and inclusive of all dues and charges legally payable by MAB. Any taxes, duties or levies payable by MAB to Supplier in respect of the goods, the subject of this Order, shall be separately itemised on Supplier's acknowledgement of the Order and subsequently itemised on the Supplier's invoice. Where exemption of taxes, duties or levies may be applicable, Supplier and MAB will endeavor in completing the necessary procedural formalities or providing documentations to support the exemption.

## 5. CANCELLATION

(i) If Supplier refuses or fails to make delivery of any goods or services per this Order within the time specified herein or any extension thereof agreed to by MAB, MAB will be entitled to, by written notice to Supplier, cancel this Order without penalty as to any goods undelivered or services not rendered.

(ii) MAB reserves the right to cancel this Order or any part thereof effective immediately upon notifications and MAB shall not be liable for any consequence thereof.

## 6. PACKING

All packing shall be at Supplier's expense unless otherwise agreed to by MAB and must be in conformity with MAB's instructions. Package containing goods for export must be externally "For Export" and indicate the MAB Order Number.

## 7. DOCUMENTS

The following documents shall be marked and forwarded by registered airmail or courier service to the delivery address (Attention to: contact as specified in the Order) immediately after dispatch of goods:-

(i) Shipment by Sea

a) Bill of Lading/SCN/DN (2 Copies) Negotiable

b) Custom's Invoice (2 Copies) Non-negotiable

c) Certificate of Origin (4 Copies)

d) Packing List (4 Copies)

e) Health Certificate (4 Copies)

f) Invoice/Delivery Order/Shipment (2 Copies)

(ii) Shipment by Air

a) Bill of Lading/AWB/SCN/DN (2 Copies) Negotiable

b) Custom's Invoice (2 Copies)

c) Certificate of Origin (2 Copies)

d) Packing List (2 Copies)

e) Health Certificate (if applicable) (2 Copies)

f) Invoice/Delivery Order/Shipment (2 Copies)

## 8. INSURANCE

The Supplier shall for the term of this GTC be insured to the full extent for any potential liability, loss or damages arising at common law and under any statute relating to property damage and personal injury as may be relevant to the performance of the Supplier's obligations pursuant to this GTC. The Supplier shall produce evidence on demand to the satisfaction of MAB of the insurance affected and maintained in accordance with this clause. Any insurance obtained by Supplier shall be without prejudice to MAB's rights under this GTC or at law.

## 9. INSPECTION AND CERTIFICATION

The goods as per this Order will be subjected to final inspection and acceptance by MAB upon their arrival at their destination. The services as per this Order will be subjected to final acceptance by MAB upon completion of service. Any goods or services which do not comply with this Order or which contain defective material or workmanship may be rejected by MAB irrespective of date of acceptance or payment thereof. MAB may, at its option, hold for Supplier's instructions any goods so rejected or may return them to Supplier at Supplier's expense.

## 10. COMPLIANCE WITH LAWS

Supplier agrees to comply with all laws and orders, applicable to the execution of this Order now or hereinafter in force.

## 11. PATENT PROTECTION

Supplier shall indemnify MAB in respect of all proceedings, claims, and liabilities and all expenses and cost incidental thereto by reason of any actual and alleged infringement of any patent arising out of normal use by MAB of the goods the subject of this Order provided that the Supplier shall reasonably notify MAB in writing of any charge of such infringement and shall furnish to MAB all data, papers, records and any other assistance or defence against any such proceedings and claims and provided further that MAB shall have the option at any stage of the proceedings to assume conduct or control the defence of any proceedings in respect thereof.

## 12. CONFIDENTIAL

Except as may be necessary for the purpose of fulfilling this Order, Supplier shall not disclose any information concerning this Order to any third party without first obtaining the written consent from MAB.

## 13. ADVERTISING

The Supplier shall not, without prior consent from MAB, advertise or announce that the goods or services of the description mentioned in this Order has been supplied or rendered to MAB.

## 14. PAYMENT

MAB shall pay the Charges to the Supplier within the payment terms stated in this Order, from the date of receipt of invoice by MAB unless MAB disputes any part thereto. For prompt payment, the Supplier shall issue invoices and forward the original and four (4) copies of invoices to MAB billing address as stated in this Order.

MAB shall not be held liable for late payment if the Supplier fails to comply with the invoicing requirements

## 15. ACKNOWLEDGEMENT

Acknowledgement of this Order shall be made within 3 working days after acceptance of the Order. Upon acknowledgement, the Supplier is deemed to have agreed with the GTC of this Order.

## 16. FAILURE TO SUPPLY

MAB shall make alternative procurement of items not delivered by the Supplier and charge the difference in the price of the procured, plus 10% administrative charges on the difference and also transportation cost in connection with such alternative procurement to the Supplier, or a minimum of RM 50.00 whichever is higher for each purchase.

## 17. DELIVERY

Delivery schedules as stated in the Order are subject to changes by MAB.

## 18. WARRANTY

All goods that fail within the warranty period shall be replaced by Supplier. Freight incurred to and from Supplier's facilities for items returned due to discrepancies or warranty will be borne by Supplier. In the case of the overhauled components that fail within the said period, MAB shall have the option of having the same overhauled again by the Supplier at no extra charge, or to claim from the Supplier the costs incurred should the failed component be sent to a third party to be overhauled.

## 19. SET OFF

MAB will be entitled to set off any undisputed payment obligation of the Supplier to MAS under this GTC, against any undisputed payment obligation of MAB to pay the Supplier under this GTC. MAB will be entitled to set off any disputed invoice payable to the Supplier or any part thereof against any undisputed payment obligation of MAB to the Supplier under this GTC. Any exercise by MAB of its rights under this Clause 20 will be without prejudice to any other rights or remedies available to MAS under this GTC.

## 20. INDEMNITY

The Supplier shall fully indemnify, save and hold harmless, and defend, at its own expense, MAB, its officials, agents, servants and employees from and against all suits, claims, demands, litigation and liability of any nature or kind, including the costs, expenses and legal fees, arising out of acts or omissions of the Supplier, or the Supplier's employees, officers, agents or sub-contractors, under statute or common law, in the performance of this GTC.

This provision shall extend inter-alia to claims and liabilities in the nature of workmen's compensation, product liability and liability arising out of the infringement or alleged infringement of any patented inventions or devices, copyright material or other intellectual property by the Supplier, its employees, officers, agents, servants or sub-contractors. The obligations under this clause shall survive the termination or expiration of this GTC.

## 21. LIMITATION OF LIABILITY

The total liability of the Supplier under this GTC shall not exceed the total Charges as provided in the PO. Neither party is liable to the other for any consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused which directly or indirectly arises under this GTC.

# GENERAL TERMS AND CONDITIONS (Revision 1: 21<sup>st</sup> September 2016)

## 22. TERMINATION

MAB is entitled to terminate this GTC or Order or any part of it immediately by notice in writing if the Supplier is insolvent or the Supplier is in breach of any term of this GTC or Order and such breach which can be remedied, is not remedied within thirty (30) days of notification by MAB. Termination shall be without prejudice to any rights or liabilities arising prior to termination, including any right of set-off. Notwithstanding any other term in this GTC, MAB reserves the right to terminate this GTC or Order in whole or in part by providing the Supplier thirty (30) days written notice. In such an instance, MAB shall pay the Supplier for all work done or services rendered at the point of termination.

## 23. RECORDS AND AUDITS

MAB reserves the right to audit the Supplier and/or their authorised representatives operations and processes relating to the Services and/or supply of Goods provided advance notice is given to the Supplier. Supplier shall maintain complete and accurate records of all charges incurred by MAB under this GTC, in accordance with generally accepted accounting principles. MAB shall have the right to inspect Supplier's records and to retain copies thereof.

## 24. INTELLECTUAL PROPERTY

All copyrights and other intellectual property rights existing prior to the effective date of this GTC will belong to the party that owned such rights immediately prior to such effective date. Neither party will gain by virtue of this GTC any rights of ownership of copyrights, patents, trade secrets, trademarks, or other intellectual property rights owned by the other. The Supplier agrees that rights to any Intellectual Property rights developed or customized for MAB in the course of performing the Services ("Foreground IP") shall immediately be vested in and remain vested in MAB. In the event that the development or customisation is the result of a joint venture by the Supplier and MAB, then the Intellectual Property rights shall be jointly owned by the Supplier and MAB. The Supplier warrants that no components of the Products infringe the industrial or intellectual property rights of any third party. The indemnity referred to in Clause 24 hereof shall be granted whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination. MAB shall notify the Supplier as soon as practicable of any infringement, suspected infringement or alleged infringement of the intellectual or industrial property rights of any person.

## 25. SAFETY AND SECURITY

The Supplier shall take full responsibility for the safety of the Services carried out at MAB's site under this Order in accordance with the provisions of any law, order, regulation, ordinance, directive or standards applicable to such Services now or hereinafter in force.

## 26. ASSIGNMENT

No rights or interest in this GTC shall be assigned by Supplier without the written permission of MAB. No delegation for the performance of Services or other obligations of Supplier shall be made without written permission of MAB including the hiring of subcontractors to perform any part of the Services.

## 27. WAIVER

- (i) No rights under this GTC shall be deemed waived except by notice in writing.
- (ii) A waiver by MAS pursuant to the Clause 27(i) above will not prejudice its rights in respect of any subsequent breach of this GTC by the Supplier.
- (iii) Subject to Clause 27(i) above, any failure by MAB to enforce any provision of this GTC or any forbearance, delay or indulgence granted by MAB to the Supplier, shall not be construed as a waiver of MAB's rights under this Order and vice versa

## 28. FORCE MAJEURE

(i) Neither Party to this Order shall be excused from fulfilling its obligations under this GTC except if and to the extent that such fulfillment is hindered by any unforeseeable circumstance beyond the control of the parties, which results in a party being unable to observe or perform on time an obligation under this GTC, such circumstances will include but not be limited to acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster; acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and strikes or labour disputes (except strikes or labour disputes originating from the Supplier, its agents, sub-contractors or suppliers) ("Force Majeure").

(ii) In the event of a Force Majeure situation which hinders MAB or the Supplier from discharging their respective obligations under this GTC, the Party claiming to be affected thereby shall promptly notify the other Party by giving full particulars thereof and shall use its best endeavors to remedy the situation and the Parties shall consult each other on the appropriate measures to be taken.

(iii) The performance of any obligation suspended while Force Majeure is operative shall be resumed as soon as such Force Majeure event ceases. Any loss, damage or delays in, or failure of performance by either Party shall not constitute default hereunder or give rise to any claims for damages or loss of anticipated profits, if and to the extent that such loss, damage, delay or failure is caused by Force Majeure.

(iv) In the event that Force Majeure circumstances occur which substantially affect the performance of this GTC and such circumstances have continued for a period of fourteen (14) days from the date of notice served pursuant to Clause 28 (ii) above, MAB may terminate at any time this Order at any time by giving written notice to the Supplier.

## 29. TIME IS OF THE ESSENCE

Time is of the essence in performance hereunder and a significant and material term hereof.

## 30. GOVERNING LAW

This Order shall in all respect, include all matters of construction, validity and performance be governed by, construed and enforced exclusively in accordance with the laws of Malaysia. The parties shall submit to the exclusive jurisdiction of the Malaysian courts.

## 31. INCONSISTENCY

If there is any inconsistency between any of the provisions in this GTC and the provisions of any other documents agreed to by MAB in respect of this Order including but not limited to any letter of award, statement or scope of work ("SOW") and MAB General Terms and Conditions, the terms and conditions in the letter of award shall supersede followed by the SOW, MAB General Terms and Conditions and finally, this GTC.

## 32. PRIVACY

If for any reason MAB is permitted access to personal data or is supplied with or otherwise, provided with personal data by Supplier during provision of the Services and/or supply of Goods then the collection and use of such personal data shall be in accordance with MAB Privacy Policy which can be viewed or obtained from [www.malaysiaairlines.com](http://www.malaysiaairlines.com). The Supplier represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data does and will comply with all applicable privacy and data protection laws, as well as all other applicable regulations and directives.

## APPLICABLE FOR ENGINEERING PARTS:

## 33. MODIFICATIONS

Changes in Part Number of Components resulting from modifications should be indicated in the delivery documents. All modifications costs are to be shown separately on the invoice. Copies of bulletins, drawings, specifications, are to accompany the modified components, when modifications are not identified on Order.

## 34. BEYOND ECONOMICAL REPAIR

For repair/overhaul/rectification, if the cost exceeds 65% of a new unit, prior approval must be obtained from MAB authorised personnel before commencing work.

## 35. DISPOSAL INSTRUCTIONS

All components found beyond economical repair are to be referred to MAB for disposal instructions.

June 01, 2018

Dear Partners,

**No Purchase Order, No Payment Policy ("No PO, No Pay" Policy)**

We would like to take this opportunity to thank you for your support and look forward to our continuous and growing business in the future.

Malaysia Airlines enforces a strict "No Purchase Order, No Payment" Policy ("No PO, No Pay" Policy) in order to preserve the integrity of our procurement process, to reduce processing time and to streamline the process for payment of invoices. In line with that, invoices received without a valid PO will not be processed, and will be returned to you unpaid, and will be classified as procurement non-compliance. Therefore, kindly ensure that you have either received a valid PO, or that you have been provided a valid PO number when you accept an order for your products and/or services. The PO number/s must be stated in your invoice/s.

In the event that you accept an order for your products and/or services from Malaysia Airlines without a valid PO, or a valid PO number, you will either be denied payment, or receive payment at a later date under our "No PO, No Pay" Policy. Malaysia Airlines will not take responsibility for any resulting delay in such payment.

We would like to ask for your kind cooperation in this matter and that you take the appropriate actions that will ensure compliance to our improved procurement process and procedures.

Should you have any questions or wish to seek further clarification, please do not hesitate to contact us at [partners@malaysiaairlines.com](mailto:partners@malaysiaairlines.com)

Thank you.

Yours sincerely,



Boo Hui Yee  
Group Chief Financial Officer  
Malaysia Airlines Berhad

June 20, 2016

Dear Partners,

I trust you are well.

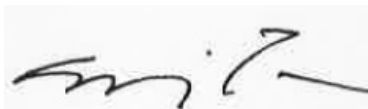
I am writing to inform you of our new company policy regarding gifts and offers of hospitality/ invitations. Whilst we are very grateful for the thoughtful gesture we must respectfully ask that you refrain from doing so as this goes against our new policy.

Should you send a gift, as a gesture of goodwill, the gift will be declared and surrendered to the head of department who will decide on the appropriate action, whether to share it amongst staff, donate it to charity or even surrender it to HR.

Any invitations for open house events will also need to be declared. If a conflict of interest arises or is likely perceived to arise from such an invitation, our employees are required to decline the invitation.

Once again, please accept our very best wishes and we thank you for your kind understanding in the matter.

Yours sincerely,



Syed Zafarullah Abdul Jaafar,  
Head, Business Integrity  
Malaysia Airlines Berhad

# Supplier Code of Conduct

The Supplier Code of Conduct ("SCOC" or the "Code") sets forth the framework of acceptable conduct expected of all contractors, consultants, suppliers, vendors and all other 3rd party companies ("Supplier(s)"), inclusive of the individuals working with them at all levels and grades, including Directors, employees, representatives and any other person associated with the Suppliers when providing goods and/or services to MALAYSIA AVIATION GROUP BERHAD (Company No. 955566-U) (formerly known as Pulau Mabul Berhad) and its subsidiaries including Malaysia Airlines Berhad ("MAB" or the "Group").

As you read the SCOC, you will learn the standards of behaviours expected of you and how to apply them throughout the course of business with the Group. The SCOC sets out the minimum acceptable standards but does not address each and every possible situation. Hence, you are obliged to familiarise yourself with and adhere to all applicable policies, procedures, laws, rules and regulations of the countries of which the Group operates in. Above all else, you are expected to exercise good judgement in making the right decisions.

The SCOC is a complement to our General Terms & Conditions (GTC) of service and forms part of the the Group's Procurement Policy. Do keep in mind that the SCOC, or parts of it, may be changed from time to time to meet MAB's needs or to address changing conditions.

You may seek advice from MAB Group Procurement via vendor@malaysiaairlines.com if you are uncertain as to the interpretation or application of this SCOC and any of its standards. Refusing to accept and/or comply with the SCOC could at any time during the course of business with the Group leads to the disqualification of you as a registered supplier and eliminates you from consideration of new business with the Group.

## 1. Business Ethics & Integrity

**General** – You agree to abide by the terms of the code as a supplier and acknowledge that the compliance with the code is required to maintain your status as a the Group supplier. You agree that all businesses conducted with or on behalf of the Group shall be accomplished with full compliance with all applicable policies, procedures, laws, rules, and regulations inside and outside of Malaysia.

**Business Stability** – Suppliers' financial health is crucial to MAB. Suppliers may be requested certain financial reports throughout the course of business with the Group. The Group may also request for information regarding a Supplier's parent company. A Supplier is expected to be responsible of notifying MAB promptly if a change in ownership or member(s) of the Board of Director takes place.

**Bribery & Corruption** – A bribe is any gratification, monetary or otherwise, and includes 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. Suppliers shall comply with all applicable anti-bribery and corruption laws which include the UK Bribery Act 2010.

Suppliers shall not promise, offer, grant, request, authorise or receive any bribes, kickbacks, pre-payments or payments of money or anything of value to/from anyone for the purpose of (i) obtaining or retaining business or (ii) influencing any other favourable business decisions that is in anyway related to the Group.

General guidelines for offer and acceptance of business courtesies as follows:

- a) Serves a bona fide business purpose
- b) Does not inappropriately influence or appear to influence any business decisions
- c) Is not offered during any pending bidding or negotiation process
- d) Is given openly and transparently
- e) Is not unlawful or contrary to ethical business principles, local business customs, or the customer, vendor, competitor, or partner's company policy
- f) Any other guidelines as stated in MAB Gift & Hospitality Policy (Appendix X)

The offering of gifts and hospitality, including travel-related expenses for government officials, are subject to the MAB's Gift and Hospitality Policy and local laws of the country in which the government official is a resident of. Suppliers must not offer entertainment or gifts to government officials — or make direct or indirect political contributions on MAB's behalf

**Payments to Facilitate** – You are not permitted to make payments to induce public officials to perform routine functions that they are otherwise obliged to perform since these can sometimes be construed as bribes.

**Anti-Money Laundering** – The term money laundering is the process of hiding the true nature or source of illegally obtained funds and passing it through any legitimate business channels from one place or person to another. Anti-money laundering provisions are

designed to help prevent legitimate businesses from being used by criminals and to assist law enforcement agencies to trace and recover criminal assets and terrorist funding. MAB prohibits any involvement in money laundering activities either directly or indirectly. Suppliers are required to report any suspicious transactions or any money laundering concerns to MAB.

**Anti-Trust & Competition Laws** – Suppliers shall comply with all applicable antitrust or competition laws of all nations in which the Group operates. Suppliers shall not use illegal or unethical methods to compete in the market which includes but are not limited to:

- a) Exchanging, agreeing or arrangement to exchange commercially-sensitive or competitive information with competitors
- b) Fixing prices or terms related to pricing
- c) Dividing up markets, territories or customers
- d) Rigging a competitive bidding process (including arrangement to submit sham bids)
- e) Adopting strategies to illegally exclude competitors from the market.

**Safeguarding Resources** – Suppliers are expected to safeguard MAB resources which include property, assets, intellectual property, company technology, trade secrets and other confidential, proprietary or sensitive information while performing work for MAB. The use of MAB resources without proper approval or for anything other than performing work for MAB is strictly prohibited.

**Disclosure of Information** – Suppliers shall not use any MAB information for any personal gain and should never share the information without prior MAB approval which approval is at MAB's discretion. Suppliers are not allowed to reproduce copyrighted software, documentation or other materials and by not transferring, publishing, using or disclosing it other than in the ordinary course of business or as directed or authorised. Suppliers should observe applicable data privacy standards.

**Financial Integrity** – Suppliers shall not have any false or inaccurate entries in the accounting books or records related to MAB for any reason. Suppliers are also expected to ensure all business records and documents are prepared accurately, reliably and in a timely manner.

**Conflict of interest** – Suppliers are expected to prevent or immediately disclose any conflict of interest or possible appearance of conflict of interest. The term conflict of interest describes any circumstances that may potentially or actually cause the supplier to lose total objectivity when conducting business with MAB.

**Post-Employment : One (1) Year Cooling Off Period** – Suppliers shall ensure that MAB employees who have resigned and subsequently employed by the Group's suppliers or agents are barred from providing any services to the Group for a period of one year.

## 2. Safety, Health & Environment

**Communication** – Suppliers must ensure that employees are aware, through any effective form of communication, of the suppliers' obligations with regards to site safety and employees' obligations of ensuring their own safety.

**Facilities** – Suppliers shall provide employees with minimum and reasonable access to potable water and sanitary facilities, fire safety, emergency preparedness and response, industrial hygiene, adequate lighting and ventilation, occupational injury and illness prevention and machine safeguarding, where applicable.

**Alcohol and drug abuse** – Suppliers should have in place a policy regarding alcohol and other drug abuse, and is communicated appropriately to employees.

**Environment** – Suppliers should have in place an effective system for managing environmental issues including measuring and reporting on their environmental impact, seek to improve the impact of their operations upon the environment and take precautionary approach to environmental matters.

## 3. Labour Standards

**Labour law** – All Suppliers are expected to comply with industry norms and all applicable local labour laws which include but not limited to working hours, work permit, etc.

**Child labour** – Suppliers must not use child labour in any stage of the contracted period. The term "child" refers to anyone

- a) Under the local legal minimum employment age
- b) Under the age of completing compulsory education

Suppliers must comply with all laws and regulations governing child labour and apprenticeship programmes in all countries of which the Group operates in.

**Forced labour** – Suppliers must not use forced, coerced, bonded or indentured labour or involuntary prison labour. All work must be voluntary and workers may leave at their own will upon given reasonable notice. Workers should not be required to forfeit any personal documents (e.g.: passport, identification, work permits etc.) as a condition of employment.

**Wages & Benefits** – Compensation paid to workers must comply with all applicable wage laws in all countries in which the Group operates in. (e.g.: minimum wage, overtime and legally mandated benefits).

**Non-discrimination** – Suppliers shall not engage in any form of discrimination based on culture, race, colour, age, gender, gender identity or expression, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership or marital status in hiring and employment practices.

**Freedom of association** – Suppliers are to respect the rights of workers to associate freely, seek representation in accordance to local laws. Workers shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.

**Humane treatment** – Suppliers shall treat employees with respect and dignity. No employees shall be subject to any form of harassment which includes but not limited to physical, sexual, psychological or verbal harassment; nor is there threat of any such treatment.

## 4. Communication & Documentation

**Communication** – Suppliers are responsible for communicating the requirements of the code to their employees, sub-contractors and/or any service providers where language translations are made when necessary. This SCOC has been drawn up in the English language. In case of discrepancies between the English text version of this Agreement and any translation, the English version shall prevail.

**Documentation** – Suppliers are responsible for maintaining records to demonstrate compliance to the code and related laws.

**Inspection** – Suppliers may be asked to permit inspections of their sites and facilities for verification purposes in line with this code. Suppliers shall provide all relevant records to MAB upon request. MAB reserves the rights to audit suppliers on a randomly basis.

## 5. Reporting Obligation

Any non-compliance with and/or breach of the SCOC could prevent the Group from achieving its overall corporate vision, mission and objectives. It could also result in damage to the Group's reputation and brand. Coming forward with genuine concerns to report, in good faith, any non-compliance or breach of the Code can improve the Group's worth and value. It is your responsibility to report any instance of actual or suspected violation of the SCOC promptly to the Whistle-blower Independent Committee (WIC) at [wb@malaysiaairlines.com](mailto:wb@malaysiaairlines.com). 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. Background Verification and Processing of Personal Information

Pursuant to the CRA Act and Central Bank of Malaysia Act, We the undersigned do hereby give our consent to MALAYSIA AVIATION GROUP BERHAD (Company No. 955566-U) (formerly known as Pulau Mabul Berhad) of Companies and its appointed credit reporting agency to process our company and personal data. By this consent, We understand and agree that: MAB may conduct credit/trade checks, CCRIS and DCHEQUE checks on us and where applicable, our director(s), shareholder(s) and guarantor(s) (collectively the "Parties"), at any time for as long as we have a trade relationship with MAB for any one or more of the following purposes :

- ☐ Opening of account
- ☐ Credit/Account monitoring
- ☐ Debit Recovery
- ☐ Credit/Account review
- ☐ Legal documentation consequent to a contract or facility granted by you

MAB may disclose any information on the Parties' conduct of their accounts with us, to any business entity/ies for bona fide trade checking at any time. We are also aware and understand that such information will be provided to a credit reporting agency/ies, who may in turn share such information to subscribers of their service , including MAB.

Further, we understand that our personal information such as name, contact details, sales information and any other personal data obtained hereafter ("**Personal Data**") including Personal Data of third parties such as sales contact persons, shareholders, directors,

employees, contractors and/or agents which we may provide in the course of our dealings with MAB ("**Relevant Persons**") may be processed for finance purposes pursuant to our engagement as a supplier by MAB.

Such purposes include but are not limited to receiving purchase orders, issuing invoices, facilitating business transactions, making and/or receiving payment ("**Purpose**").

Where we have provided Personal Data of the Relevant Persons, we represent and warrant that the appropriate consents of the Relevant Persons have been sufficiently obtained in order to allow MAB to process the same in accordance with the terms set out in this Section 6. For the avoidance of doubt, references to "Personal Data" include references to Personal Data of the Relevant Persons.

We understand that the Personal Data may be disclosed to MAB's authorized service providers and/or third parties including its appointed credit reporting agencies for various purposes relating to MAB's business. Such purposes include MAB's purposes relating to the day-to-day conduct of MAB's business and/or for any merger, acquisition or corporate exercise involving MAB.

We understand that these authorized service providers and/or third parties may be located outside of Malaysia. As such, we hereby consent to the transfer of the Personal Data to such locations outside Malaysia.

We also understand that it will be necessary for MAB to process the Personal Data for the Purpose, without which MAB will not be able to carry out the necessary financial matters in relation to our or our company's business dealings with MAB. Further, we understand that we may make inquiries or complaints, and access or correct our Personal Data or limit the processing thereof by contacting **Syed Zafarullah Abdul Jaafar** via e-mail at [vendor@malaysiaairlines.com](mailto:vendor@malaysiaairlines.com).

## Acknowledgement

I have read, understood and agreed to comply with the above Supplier Code of Conduct (SCOC).

Signature

Company Stamp

Name :  
Co. Name :  
Designation :  
Date :

This document shall be duly signed by authorized signatories of Supplier as required by Supplier's internal levels of authority and returned to the following address within 10 working days from date of receipt (email/PO) \*\*If I/we do not receive your acknowledgement within the said period, we assume that you have accepted with MAB SCOC.

Supplier Relationship Manager,  
Group Procurement  
Malaysia Airlines Berhad  
Level 3, West Wing, Administration Building,  
Southern Support Zone (SSZ),  
Kuala Lumpur International Airport - KLIA,  
64000 Sepang, Selangor Darul Ehsan