

Supplier Code of Conduct Policy Manual

Revised September 2023



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1 INTRODUCTION

YTY is committed to operating our business with the highest standards of ethics and integrity, which includes a deep respect for employee rights and liberties. This commitment is to our own employees, but also extends to employees that work for business partners such as yourself. Our continued success depends on our vendors, suppliers, and business partners acting in line with these standards when conducting business with YTY.

As a valued supplier ("Supplier") of ours, you are expected to familiarize, understand, and ultimately commit yourself to the guidelines provided in this Supplier Code of Conduct document. Additionally, as our business relationship develops, we expect you to raise your corporate governance standards, enhance working conditions at your facilities, deepen your focus on environmental sustainability, continuously operate with the highest levels of integrity, and implement internationally recognized best-in-class business practices.

The Supplier Code of Conduct has been derived based on standards and conventions developed by accredited agencies such as the International Labor Organization (ILO), the United Nations (UN), Worldwide Responsible Accredited Production (WRAP), and SEDEX, to name but a few. We will continue to evolve and enhance this code from time to time in line with advancements to these frameworks to ensure we remain at the forefront of positive change within and across our supply chain.

Any individual that represents you (a "Representative") when engaging with YTY will be held to the same high standards that we hold your organization to. All such Representatives should be provided a copy of this Supplier Code of Conduct and be made to understand that their actions reflect the intent and commitment of your company as a whole to respect, honor, and maintain the standards noted within this Supplier Code of Conduct.

Our supplier base is large and diverse, and therefore not all provisions of this Supplier Code of Conduct may apply to you. If so, please focus on the provisions that are applicable, and ensure you comply to them.

Subject to your review, understanding, and compliance to the Supplier Code of Conduct, we ask that you sign back the Confirmation of Compliance form at the end of this document to verify that you are in compliance. If there are provisions you are unsure of your compliance with, or which you may be in non-compliance with, we ask that you proactively identify these to us, along with a timeline for further review, or in which to attain compliance.

We understand that adopting and implementing the elevated standards noted in this Supplier Code of Conduct may involve a process of advancement and upgrading. We'd like to assure you we are here to support you through this transition. However, any supplier that is unable to demonstrate eventual compliance with the Supplier Code of Conduct in a reasonable timeframe depending on your current status will risk termination of its supply relationship with YTY.



> “YTY expects you to share our commitment to the highest standards of ethical conduct.”

2 BUSINESS ETHICS

Operating ethically and with integrity is a necessity when engaging with YTY. We choose to deal only with Suppliers that demonstrate a strong moral compass, use appropriate judgement, and engage in behavior that is professional, responsible, and in compliance with the law at all times.

2.1 **Compliance with Laws.** You are expected to operate in full compliance with the laws, regulations, and governance standards of the countries in which you operate, especially those of Malaysia.

2.2 **Anti-Corruption.** YTY expects you to share our commitment to high standards of ethical conduct. For this reason, bribery, corruption, extortion and embezzlement in any form will not be tolerated, and will result in immediate termination and a permanent ban as a supplier from the YTY network.

2.3 **Anti-Bribery.** Business with YTY must be earned on merit. You must not accept bribes yourself, pay a bribe to YTY employees, or seek to pay a bribe on behalf of YTY at any time. A "bribe" is defined as anything of value, including money, gifts, loans or other such favors, that may influence a business review, seek to expedite or facilitate a decision, or compromise independent judgment from the merits of the business matter under review.

3 EMPLOYEE WELFARE AND HUMAN RIGHTS

YTY believes that employees should always be treated with fairness, dignity and respect. Basic human rights are to be preserved at all times, and employees should be given an opportunity to express grievances (anonymously if desired) through formal channels set up by your company without being intimidated or subject to other forms of suppression.

3.1 **Child Labor and Young Persons.** You shall not employ, or condone the employment of, a "child," defined in Malaysia as an individual younger than 15 years of age. If employing "young persons," defined in Malaysia as an individual younger than 18 years of age, you are to ensure the work they perform is not likely to jeopardize their health or safety. You should follow the definition of "child" and "young persons" based on local labor laws specific to the countries in which you operate. If no such definition exists, you should utilize the definitions noted herein, which are in line with ILO guidelines.

3.2 **Involuntary Labor.** You shall not use any form of forced, bonded, indentured, or trafficked labor. All work must be voluntary, and employees should be free to terminate their employment with a reasonable notice period.

3.3 **Recruitment Fees.** Employees, particularly employees from foreign countries (EFC's), shall not be required to pay fees to you, a recruitment agency, or any such intermediary, in order to secure employment. If such fees are found to have been paid, you shall take responsibility to repay, or have repaid, said fees to the employee as soon as practicable. If you use agents or brokers in your recruiting efforts, you will take reasonable steps to verify that they are behaving responsibly and are not surreptitiously charging recruitment fees to employees.

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> YTY believes that employees should always be treated with fairness, dignity and respect.

3 EMPLOYEE WELFARE AND HUMAN RIGHTS (Cont'd)

3.4 Employment Contracts. Contracts must be in written form, clearly worded, and in a language understood by the employees. There shall be no changes in the employment contract for EFC's arriving in the receiving country unless required to meet local law, and only if such changes provide the EFC with equal or better benefits.

3.5 Possession of Identity Documents. Your employees should be allowed to retain their original government-issued identification documents, such as passports and national identify cards. If desired by employees, or required by law, you should provide storage spaces for employees to store such documents securely, and access keys should be given to them.

3.6 Coercion and Harassment. You shall treat each employee with dignity and respect. You will not use corporal punishment, threats of violence, or other forms of physical, sexual, psychological or verbal harassment as a means of discipline, or to ensure conformance to a particular role or outcome.

3.7 Wages and Benefits. You shall ensure compensation paid to employees complies with applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Wage deductions as a disciplinary measure shall not be permitted. For each pay period, employees shall be provided with a timely and understandable wage statement that includes sufficient information to allow them to verify compensation received for work performed.

3.8 Working Hours. Working hours shall comply with applicable local law and industry standards. Employees are to be provided at least one rest day per seven-day week, even if employees willingly desire to work a greater number of hours. If any overtime is requested by the employee, you shall ensure that the said overtime is legally permissible under the prevailing laws, made on voluntary basis, and is compensated in accordance with prevailing laws and regulations.

3.9 Freedom of Movement. You shall ensure employees have a designated break in each shift that they are obligated to take. There shall be no unreasonable restrictions on employee's freedom of movement in the facility other than limitations in accessing clearly identified restricted areas. In addition, there shall be no unreasonable restrictions on entering or exiting company-provided facilities.

3.10 Freedom of Association. You shall respect employee rights under applicable law to form or participate in organizations of their choosing, including trade unions, worker committees, or other worker associations. Pursuant to employees following a lawful process, you shall respect their rights to engage in peaceful assembly and/or to bargain collectively.

3.11 Non-Discrimination. You shall not discriminate against any employee based on nationality, race, religion, gender, education, pregnancy or medical condition, or any other status protected by applicable local law, in respect to applications for employment, promotions, rewards, access to training, job assignments, disciplinary action, or termination.



> “Employees are to be provided with a safe and healthy workplace that is in compliance with local building codes, environmental regulations, and applicable safety standards.”



4 WORKPLACE HEALTH AND SAFETY

4.1 Health and Safety. Employees are to be provided with a safe and healthy workplace that is in compliance with local building codes, environmental regulations, and applicable safety standards. This includes ensuring sufficient ventilation and lighting in indoor spaces, correct signage, and proper identification of hazardous zones.

4.2 Compliance with Codes. All facilities shall be built in compliance with prevailing building and engineering codes. You should retain and be ready to produce certificates, licenses, and permits to ensure that your facilities meet local laws in respect of building safety.

4.3 Access to Amenities. Each facility should have access to the following in reasonable quantities relative to the size and scale of the facility and number of employees that work there: sanitary drinking water; fire and safety equipment; and working hotlines.

4.4 Housing and Canteens. If you provide housing for employees through facilities that are either owned or leased by you, and/or provide canteen services, you are obligated to ensure that the facilities in which such services are provided meet the same standards of care as your primary facilities and are in compliance with all applicable laws and regulations.



> As a Supplier, you must be committed to reducing the environmental impact of your manufacturing footprint, ensure you are sourcing responsibly, and incorporate the use of recycled materials as much as is practically possible.



5 ENVIRONMENTAL SUSTAINABILTY AND COMPLIANCE

How we handle, treat, and ultimately sustain our environment forms an integral part of our business approach. As a Supplier, you must be committed to reducing the environmental impact of your manufacturing footprint, ensure you are sourcing responsibly, and incorporate the use of recycled materials as much as is practically possible.

5.1 Hazardous Substance Management. If dealing with hazardous substances, you shall take great care to ensure the safe handling, movement, storage, and use of such substances. In addition, you must focus on the responsible disposal of such substances.

5.2 Waste Water and Solid Waste Emissions. Waste water and solid waste generated from operations, industrial processes, and sanitation facilities must be monitored, controlled, and treated as required by applicable laws and regulations before being discharged.

5.3 Air Emissions. Air emissions of volatile or ozone depleting organic, chemical, or aerosol products must be characterized, monitored, controlled and treated as required by applicable laws and regulations before being discharged.

5.4 Record Retention. You should maintain accurate, timely, and comprehensive records in respect of usage, discharge, and emissions data, to allow YTY, or a third party auditor we may employ, to verify you remain in compliance with your environmental monitoring and discharge obligations. Where possible, such data should be system derived so as to avoid, or limit as much as possible, manual processes.



> YTY views the terms of our engagement as confidential and privileged. To this end, you shall not reveal the commercial or contractual terms of our engagement to third parties.



6 GENERAL MATTERS FOR REVIEW

6.1 Confidentiality. YTY views the terms of our engagement as confidential and privileged. To this end, you shall not reveal the commercial or contractual terms of our engagement to third parties unless required by law. Even within YTY, sensitive information should be handled carefully, and confidentiality should be maintained at all times when engaging with various internal departments.

6.2 Privacy and Data Protection. By engaging with YTY, you consent to the terms of our personal data protection policy, which can be found on our public website at **https://www.ytygroup.com.my**, and which is governed by Malaysia's Personal Data Protection Act 2010.

6.3 Business Records. You must honestly and accurately record, retain, and archive business data, permits, licenses and records, in a manner that is easy to understand and retrievable in the event of an audit or other such review. Falsification or any form of misrepresentation of any such business data is unacceptable, and could lead to immediate termination of the supply relationship with YTY.

6.4 On-going Compliance. Upholding yourself to the standards in this code is not a point in time exercise. You are expected to institute periodic internal and external audits, and implement checks and balances within your system to ensure continued compliance with the provisions noted herein.

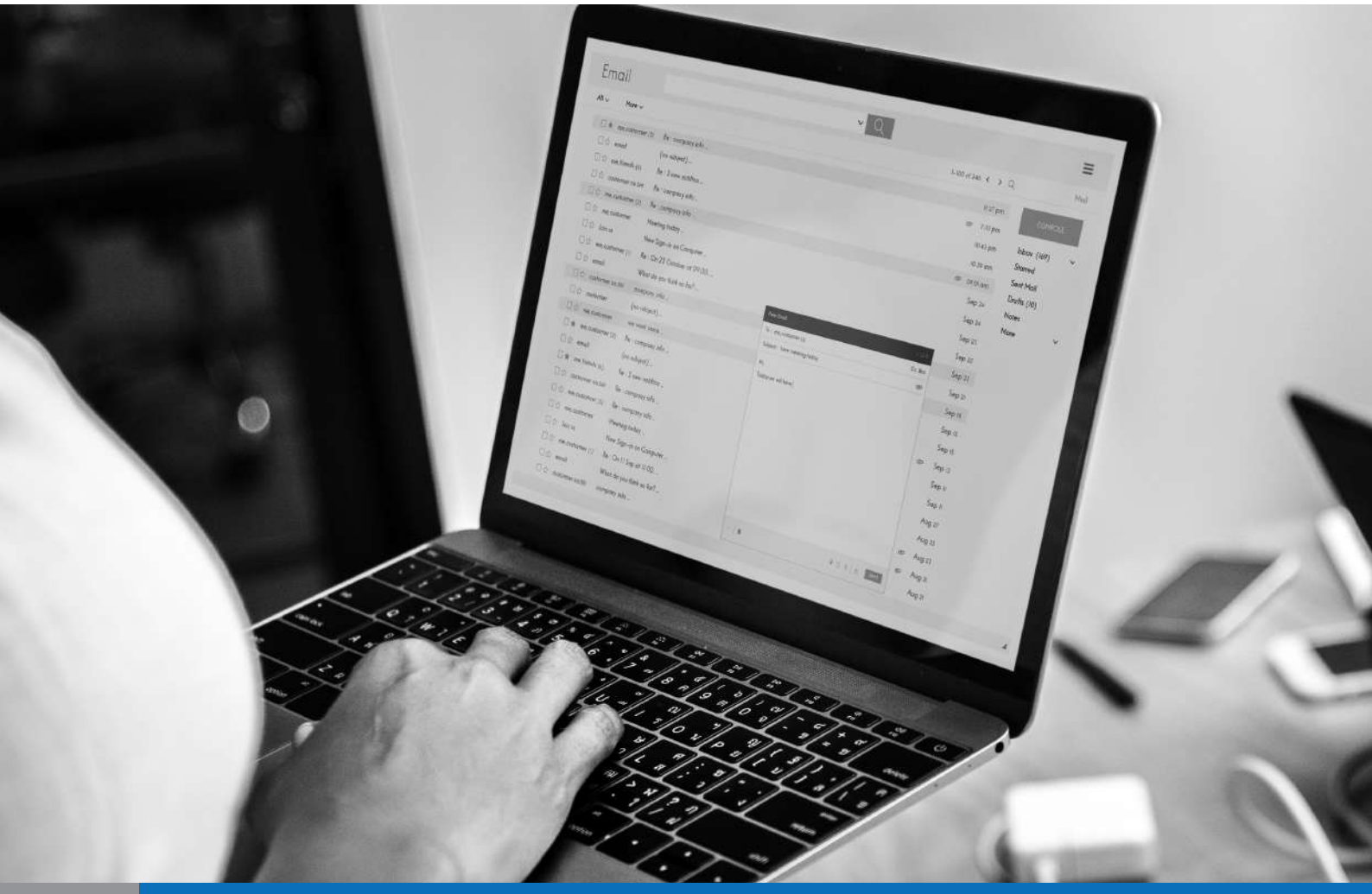
6.5 Audit Rights. As part of the standards YTY has committed to ourselves, we are obliged to perform periodic review of our supply partners to ensure compliance with the Supplier Code of Conduct. We therefore reserve the right from time to time to audit, or have an accredited third-party audit, your business to ensure you are abiding by the terms of this code. Any such requests will be made in advance, and in a manner that is mutually suitable for YTY representatives and yourself.

7 QUESTIONS, REPORTING AND LANGUAGE

7.1 **Questions.** We welcome any questions you may have about any aspect of the Supplier Code of Conduct. All such questions can be directed to scoc@ytygroup.com.my. Please ensure that you fully understand and comply with all the provisions in this Supplier Code of Conduct before you submit your Confirmation of Compliance.

7.2 **Reporting.** We strongly encourage the reporting of any situation where you feel you are being pressurized by a YTY employee or another Supplier to violate any aspect of this Supplier Code of Conduct. A report can be made to Ms. Harinder Kaur, Head of Social Compliance and Corporate Governance, at harinder.kaur@ytygroup.com.my. YTY assures you that confidentiality and discretion will be maintained in all such instances.

7.3 **Language.** If English is not your primary language, we are able to translate this Supplier Code of Conduct, including the Confirmation of Compliance, in an alternative language. Please reach out to your YTY representative to make such a request. Please ensure that you fully understand and comply with the provisions in this Supplier Code of Conduct in the language of your choice before you submit your Confirmation of Compliance.



YTY SUPPLIER CODE OF CONDUCT

CONFIRMATION OF COMPLIANCE

We, Copthorne Orchid Penang Sdn. Bhd. (Company Name), a corporation incorporated under the laws of Malaysia (Country of Incorporation), and having our place of business at No. 523 Jalan Tanjung Bungah, Tanjung Bungah, Penang, 11200, Malaysia (Business Address), acknowledge that we are a Supplier to YTY.

We understand the high standards YTY expected of us when engaging with YTY per the Supplier Code of Conduct, and hereby confirm that we are fully compliant as of the date of this letter to the provisions noted in the Supplier Code of Conduct. We hereby also undertake to observe and remain in compliance with such provisions until such time as we remain a Supplier.

We recognize that as a general matter, YTY expects us to raise our corporate governance standards, enhance working conditions at our facilities, deepen our focus on environmental sustainability, continuously operate with the highest levels of integrity, and implement internationally recognized best-in-class business practices.

We further recognize that any Representative from our organization who engages with YTY will be held to the same high standards that YTY holds us to collectively. All such Representatives that engage with YTY will be provided a copy of this Supplier Code of Conduct and be made to understand that their actions reflect on the intent and commitment of our company as a whole to respect, honor, and maintain the standards noted in the Supplier Code of Conduct.

We represent and warrant that the undersigned person is duly authorized by us to execute this Confirmation of Compliance.

Supplier to complete:

Signature: _____

Name: Koo Munyee

Title: Sales Executive

Date: 08/07/2025

Received at YTY by: _____

Title: _____

Date: _____

Please transmit the completed form via email to your YTY representative in Purchasing. Only **this page** is necessary. Individual pages of the Supplier Code of Conduct do not need to be initialled or transmitted.

Thank you for your cooperation and commitment, and look forward to deepening our supply partnership!



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www.ytygroup.com.my