

FAMAX SUPPLIER CODE OF CONDUCT

(FMX-PUR-P-001)

Purpose, Scope and Application

This Code sets out the standards of conduct FAMAX Technology (M) Sdn. Bhd. ("FAMAX") requires of every supplier, contractor, service provider, labour provider and recruitment agent engaged by FAMAX, and of their own suppliers and sub-tiers. Compliance with this Code is a condition of doing business with FAMAX and is required by clause 33 of the FAMAX Supplier Terms and Conditions of Purchase (FMX-PUR-T-001). "Shall" denotes a mandatory requirement.

Where this Code and applicable law differ, the Supplier shall apply the more stringent requirement. Nothing in this Code reduces an obligation imposed by the Purchase Order, by the Supplier Terms and Conditions of Purchase, by the applicable Purchase Order Appendix, or by law. FAMAX is a Sedex member and expects suppliers to support the ethical trade audit practices described in section 9.

1. Labour and Human Rights

(a) Freely chosen employment. The Supplier shall not use forced, bonded, indentured, trafficked or prison labour. Workers shall be free to leave employment on reasonable notice. The Supplier shall not retain workers' passports, identity documents or personal property, and shall not require workers to lodge deposits.

(b) No recruitment fees. No worker shall bear any fee or cost of recruitment, whether paid to the Supplier, a labour provider or an agent. Any such fee already paid shall be reimbursed. The Supplier shall disclose to FAMAX every recruitment agent and labour provider it uses.

(c) Minimum age. The Supplier shall not employ any person below the minimum legal working age and shall comply with the Children and Young Persons (Employment) Act 1966. Young workers shall not perform hazardous work or night work.

(d) Wages, hours and leave. The Supplier shall comply with the Employment Act 1955 and the applicable Minimum Wages Order in respect of wages, working hours, rest days, overtime and leave. Wages shall be paid on time, in full, and by a means that gives the worker unrestricted access. Deductions as a disciplinary measure are prohibited. Workers shall receive a clear written statement of pay each period.

(e) Freedom of association. The Supplier shall respect the right of workers to associate freely, to join or refrain from joining trade unions, to seek representation and to bargain collectively, without fear of reprisal, intimidation or harassment.

(f) Fair treatment. The Supplier shall prohibit discrimination, harassment, abuse, corporal punishment and threats in any form, and shall provide a confidential means for workers to raise grievances without retaliation.

(g) Worker accommodation. Where accommodation is provided, it shall meet the Employees' Minimum Standards of Housing, Accommodations and Amenities Act 1990 (Act 446), including the certification requirements of that Act.

2. Health and Safety

The Supplier shall provide safe and healthy working conditions and comply with the Occupational Safety and Health Act 1994 and its subsidiary legislation. This includes hazard identification and risk assessment, safe machinery and guarding, control of hazardous substances, provision of personal protective equipment at no cost to the worker, emergency preparedness and evacuation, competent first aid, and the recording, investigation and reporting of incidents. Workers shall receive safety training in a language they understand and shall be able to remove themselves from imminent danger without penalty.

Supplier personnel entering FAMAX premises shall report to security, complete the visitor or contractor induction, wear the personal protective equipment designated for the area entered, observe all site traffic, safety and environmental rules, and remain within authorised areas. Any incident, injury, near-miss, dangerous occurrence or spillage shall be reported to FAMAX immediately.

3. Environment

The Supplier shall comply with the Environmental Quality Act 1974 and its subsidiary regulations, hold all required environmental licences and approvals, and manage scheduled waste in accordance with those regulations. The Supplier shall control emissions, effluent and noise; minimise packaging and waste; comply with applicable restricted-substance legislation including RoHS and REACH; and provide declarations, Safety Data Sheets, conflict-minerals (3TG) disclosures and, where FAMAX's customers or carbon border reporting obligations require, embedded greenhouse-gas emissions and energy data on request. A Supplier certified to ISO 14001 shall notify FAMAX of any suspension or withdrawal of that certification.

4. Business Integrity and Anti-Corruption

The Supplier shall not offer, give, solicit or accept any bribe, kickback, facilitation payment or other improper advantage, whether to or from a public official or a private person, and shall comply with the Malaysian Anti-Corruption Commission Act 2009, including section 17A, maintaining adequate procedures to prevent corruption by persons associated with it. The Supplier shall not offer gifts, hospitality or entertainment to FAMAX personnel that could improperly influence a business decision, shall disclose any actual or potential conflict of interest including any relationship between its personnel and FAMAX personnel, and shall compete fairly and comply with applicable competition law. Accurate books and records shall be maintained and made available for audit.

5. Confidentiality, Information Security and Data Protection

The Supplier shall protect FAMAX information and intellectual property, use it only to perform the Purchase Order, and apply controls no less rigorous than those it applies to its own confidential information. Personal data shall be processed in accordance with the Personal Data Protection Act 2010. Any information security incident, unauthorised access, loss or suspected compromise affecting FAMAX information shall be notified to it@fmefamax.com within twenty-four (24) hours. Detailed obligations are set out in clause 28 of the Supplier Terms and Conditions of Purchase.

6. Product Integrity and Responsible Sourcing

The Supplier shall maintain a counterfeit-part prevention process, procure only from original manufacturers or their authorised distributors, maintain traceability and accurate certification, and never falsify a record, test result or certificate. Records and certificates shall reflect work actually performed. The Supplier shall source responsibly, comply with applicable export control and sanctions law, and flow the requirements of this Code down to its own suppliers, sub-tiers, labour providers and recruitment agents.

7. Management System

The Supplier shall maintain a management system proportionate to its size and risk that assigns responsibility for compliance with this Code, identifies and manages the associated legal and operational risks, trains workers and managers on the standards that apply to them, and drives corrective action where a shortfall is found.

8. Raising Concerns

Any person may report a suspected breach of this Code to FAMAX at scm@fmefamax.com, or where the concern relates to quality or product integrity to qa@fmefamax.com. Reports may be made in confidence. FAMAX prohibits retaliation of any kind against a person who raises a concern in good faith, and requires its suppliers to do the same.

9. Verification, Audit and Consequences of Breach

The Supplier shall permit FAMAX, its customers, regulatory authorities and FAMAX's nominated auditors to verify compliance with this Code at reasonable notice, including by document review, site visit and social compliance audit of SMETA type, at any level of the supply chain, and shall cooperate with any corrective action arising. The Supplier shall notify FAMAX promptly of any prosecution, enforcement notice or adverse audit finding relevant to this Code.

A breach of this Code is a breach of the Purchase Order. FAMAX may require a corrective action plan, suspend new orders, remove the Supplier from the approved supplier list, or terminate under clause 35 of the Supplier Terms and Conditions of Purchase. A breach of section 4 entitles FAMAX to terminate immediately.

Acknowledgment

By accepting a FAMAX Purchase Order, commencing performance, or delivering any part of the goods or services, the Supplier accepts and agrees to comply with this Code and to flow its requirements down to its own supply chain.



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