

1. Purpose

- 1.1 Asia OneHealthcare Sdn Bhd and its subsidiaries ("Group", "A1H", "we", "our") are committed to conducting business ethically, responsibly and with integrity.
- 1.2 This Vendor Code of Conduct ("Vendor Code") sets out the minimum standards of ethical and business conduct expected of all suppliers, contractors, consultants, service providers, agents, distributors and other business partners ("Vendors") who provide goods or services to the Group.
- 1.3 The Group expects all Vendors to comply with this Vendor Code and applicable laws throughout the duration of their relationship with the Group.

2. Scope

- 2.1 This Vendor Code applies to all Vendors, which includes suppliers, contractors, consultants, service providers, agents and subcontractors engaged in connection with goods and/or services provided to the Group.
- 2.2 Vendors should use reasonable efforts to ensure that their own employees, subcontractors and representatives comply with this Vendor Code.

3. Compliance

- 3.1 Vendors must comply with all applicable laws and regulations, licensing requirements, contractual obligations and this Vendor Code.
- 3.2 Where there is any inconsistency between this Vendor Code and applicable laws, the stricter requirement will apply, to the extent permitted by applicable law.

4. Ethical Business Conduct

- 4.1 Vendors must conduct business honestly, fairly and ethically.
- 4.2 Vendors must not engage in fraud, dishonest conduct, falsification of records, deceptive practices, theft, criminal conduct; or any activity that may adversely affect the Group's reputation.

5. Anti-Bribery and Corruption

- 5.1 The Group adopts a zero-tolerance approach towards bribery and corruption.

- 5.2 Vendors must not offer, promise, give, solicit, accept any bribe, kickback, facilitation payment or other improper benefit in connection with the Group's business.
- 5.3 Vendors must maintain appropriate policies, controls and records to prevent bribery and corruption.

6. Gifts, Hospitality, Entertainment & other benefits

- 6.1 A Vendor must not offer, provide or accept any gift, hospitality, entertainment, travel or other benefit involving Group personnel where such benefit is used to improperly influence business decisions or obtain improper advantage or likely to damage Group's reputation. Any gift, hospitality, entertainment, travel or other benefit involving Group personnel must comply with applicable laws and the Group's internal policies.
- 6.2 Cash or cash-equivalent benefits are subject to strict restrictions and should not be offered or accepted unless permitted under both parties' applicable compliance policies and procedures, approved where required and properly recorded.

7. Conflicts of Interest

- 7.1 Vendors must avoid any actual, potential or perceived conflict of interest that compromise their independence or ability to act in the best interest of the Group.
- 7.2 Vendors must promptly disclose in writing to the Group any actual, potential or perceived conflict of interest relating to their dealings with the Group.
- 7.3 A conflict of interest may arise where a Vendor or its personnel has:
 - i. a family, personal or close relationship with a Director, employee or representative of the Group;
 - ii. a financial, ownership or other personal interest in a transaction involving the Group;
 - iii. outside business interests or engagements that may influence the Vendor's dealings with the Group; or
 - iv. any other circumstances that may impair the Vendor's independence or impartiality.
- 7.4 Vendors must comply with the Group's conflict of interest policy, including any requirements relating to disclosure and mitigation of conflict of interest.

8. Human Rights

- 8.1 The Group expects Vendors to uphold fundamental human rights and fair labour practices.

- 8.2 Vendors must prohibit child labour, forced labour, human trafficking, discrimination and harassment, provide fair working conditions and safe workplace and comply with applicable employment laws.

9. Health, Safety and Environment

9.1 Vendors must:

- i. provide a safe working environment;
- ii. comply with applicable health and safety laws;
- iii. take reasonable measures to protect the health and safety of its employees and visitors;
- iv. minimise environmental impact where reasonably practicable; and
- v. comply with environmental laws.

10. Personal Data and Confidentiality

- 10.1 Vendors must protect confidential information, personal data, patient information and proprietary information obtained through their relationship with the Group.

10.2 Vendors must:

- i. comply with applicable data protection laws;
- ii. implement appropriate security measures;
- iii. notify the Group promptly of any actual or suspected data breach; and
- iv. only use information for authorised purposes.

- 10.3 Confidentiality obligations continue even after the business relationship ends.

11. Fair Competition

- 11.1 Vendors must compete fairly and comply with all applicable competition laws.

11.2 Vendors must not engage in

- i. price fixing;
- ii. bid rigging or
- iii. exchange of commercially sensitive information with competitors.

12. Anti-Money Laundering, Counter-Terrorism Financing and Sanctions

- 12.1 Vendors must comply with applicable anti-money laundering, counter-terrorism financing, counter-proliferation financing and economic and trade sanctions laws and regulations in the jurisdictions in which they operate.

- 12.2 Vendors must not knowingly engage in any activity that may facilitate money laundering, terrorism financing, proliferation financing or dealings with persons, entities, countries or activities that are subject to applicable sanctions or trade restrictions.
- 12.3 Vendors are expected to maintain appropriate policies, procedures and controls (where appropriate due to the nature and size of their business) to prevent and detect money laundering, terrorism financing, proliferation financing and sanctions-related risks.
- 12.4 The Group reserves the right to conduct risk-based due diligence before entering into and during its business relationship with a Vendor. Vendors shall provide such information and reasonable assistance as may be required by the Group to facilitate such due diligence.

13. Accurate Books and Records

- 13.1 Vendors must maintain accurate and complete records relating to transactions with the Group.
- 13.2 Invoices, claims, certifications and supporting documents must be accurate and not misleading.

14. Protection of Group Assets

- 14.1 Vendors must protect Group assets, including information, equipment; intellectual property, systems; and facilities. These assets must only be used for authorised business purposes.

15. Sustainability

- 15.1 The Group encourages Vendors to support responsible environmental, social and governance ("ESG") practices, including responsible resource management, environmental protection, ethical sourcing, respect for communities and continuous improvement in sustainability practices.

16. Reporting Concerns

- 16.1 Vendors are encouraged to promptly report any actual or suspected violation of this Vendor Code.
- 16.2 Reports may be made through the Group's whistleblowing channel.
- 16.3 The Group prohibits retaliation against any person who reports concerns in good faith.

17. Monitoring and Compliance

- 17.1 The Group may, where appropriate, request information relating to compliance, conduct due diligence, require Vendors to certify compliance with this Vendor Code and take appropriate action where breaches are identified.
- 17.2 Failure to comply with this Vendor Code may result in corrective action, suspension or termination of the business relationship.

18. Acknowledgement

The Vendor acknowledges that it has read and understood this Vendor Code of Conduct and agrees to comply with it throughout its business relationship with the Group.

Authorised Representative of Vendor:

Full name of Company (as per SSM/business registration):

Full name of authorized person: _____

Designation : _____

Signature : _____

Date : _____

(Note: All details above must be fully completed by signor)