



VENDOR CODE OF CONDUCT

MR. D.I.Y. HOLDING (THAILAND) CO., LTD. AND ITS SUBSIDIARIES

31 May 2023

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Approved by the Board: 31 May 2023

VENDOR CODE OF CONDUCT

1. INTRODUCTION

- 1.1 MR. D.I.Y. Holding (Thailand) Co., Ltd. (the “**Company**”), together with its subsidiaries (the “**Group**”), is committed to conducting its business in an ethical and socially responsible manner and in compliance with applicable laws and regulations.
- 1.2 This Vendor Code of Conduct (“**Vendor Code**”) shall apply to all vendors which consists of suppliers, contractors, consultants and agents of the Group and to any person(s) appointed by them in any capacity to deliver the goods or perform any part of the services, including their employees, agents, suppliers and sub-contractors (“**Vendors**”). The Group expects the Vendor to comply with this Vendor Code when engaging with Group and throughout its conduct of business with the Group.
- 1.3 This Vendor Code establishes a set of obligations and standards on business and ethical practices, as well as professional conduct expected of all Vendors engaging or working with the Group.
- 1.4 All Vendors are required to sign the “Vendor Integrity Pledge and Engagement Form” which is the Vendor’s declaration of its compliance to the Vendor Code, the relevant laws and regulations].

2. STANDARD OF VENDOR ENGAGEMENT

Vendors are expected to meet the standards of their industry and comply with all applicable laws and regulations governing their business and activities. This Vendor Code sets out specific obligations and standards pertaining to, among others, the quality and safety of the products sold to the Group, workplace standards, as well as business and environmental practices.

2.1 GENERAL

- 2.1.1 The Group will consider engaging with a Vendor who is well qualified and appropriate in accordance with the Company’s missions in order to promote fair competition between Vendors based on the principle that both parties will receive a fair rate of return.
- 2.1.2 The Group will conduct a procurement process for Vendors on a fair and transparent basis, whereby it will avoid engaging with the Vendor who offers a benefit in bad faith that is unfair to other Vendors according to the Anti-Corruption Policy.

2.2 QUALITY AND SAFETY

- 2.2.1 The Group expects Vendors to supply goods and/ or services that fully comply with the Group's specifications. The Vendors must ensure that products supplied to the Group are manufactured and distributed in accordance with applicable laws and perform as warranted and are safe for their intended use.
- 2.2.2 All required permits, licenses and registrations will be obtained, maintained and kept up to date.
- 2.2.3 Vendors are expected to notify the Group of any circumstances which could potentially affect the safety and/ or quality of any given products or services as soon as practicable, to co-operate fully with the Group and to take all necessary steps to address any health, safety or regulatory issues associated with products and/ or services provided.

2.3 VENDOR WORKPLACE STANDARDS

- 2.3.1 **Occupational Health and Safety** – The Vendors must comply with the applicable laws and regulations including the Occupational Safety, Health and Environment Act B.E. 2554 (2011). In addition, the Group encourages all Vendors to follow and/ or comply with the international standards such as the Occupational Health and Safety Assessment Series (OHSAS). In this respect, Vendors must provide their employees with a safe and healthy work environment in accordance with the relevant laws and regulations, and should provide appropriate controls, safe work procedures, preventative maintenance and necessary technical protective measures to mitigate health and safety risks in the workplace, as well as provide necessary training to the employees.
- 2.3.2 **No Forced Labour** – Employment must be voluntary and free from financial penalties or coercion. The Group will not knowingly work with Vendors that use any form of forced labour in the manufacturing of goods or the provision of services.
- 2.3.3 **No Child Labour** – Vendors must not employ workers under 15 years old for employment, and shall comply with certain restrictions (e.g., prohibited jobs) as prescribed under the Labour Protection Act B.E. 2541 (as amended) (the "**Labour Act**") when employing those who are 15 or more but under 18 years old.
- 2.3.4 **Fair Treatment** – Vendors must provide their employees with a workplace free of harsh and inhumane treatment, without any sexual harassment, sexual abuse, corporal punishment or torture, mental or physical coercion or verbal abuse of employees, or the threat of any such treatment.
- 2.3.5 **No Discrimination** - Cultural differences must be respected and workers are expected to be employed based on merit, performance and ability, and

not based on personal characteristics or beliefs. The Group encourages Vendors to eliminate workplace discrimination with respect to hiring, salary, benefits, advancement, discipline or termination on the basis of gender, race, religions, age, disability, nationality and/ or others.

2.3.6 Working Hours, Wages and Benefits – Working hours for Vendors' employees must not exceed the maximum set by the Labour Act. Compensation paid to employees must comply with applicable regulations and notifications, to meet or exceed the legal minimum standards and ensure an adequate standard of living. Deduction of basic wages as a disciplinary measure will not be permitted. Vendors are expected to provide their employees with fair and competitive compensation and benefits. Compensation and benefits should aim at providing an adequate standard of living for employees and their families. Vendors' employees must be paid in a timely manner. It is recommended that Vendors offer their employees ample training and educational opportunities.

2.3.7 Freedom of Association & Rights to Collective Bargaining – Vendors must respect employees' right to join and manage a labour union chosen by the employees themselves, and for the employees' representative to enter into collective bargaining with Vendors.

2.4 ENVIRONMENT

2.4.1 Vendors are expected to recognise that environmental responsibility is integral. In manufacturing operations, adverse effects on the community, environment and natural resources are to be minimized while safeguarding the health and safety of the public.

2.4.2 The Group seeks to work with Vendors who strive to use resources, material and energy as efficiently and responsibly as possible. At a minimum, Vendors are required to operate in compliance with applicable laws, regulations, and guidelines on environment.

2.5 CONFLICTS OF INTEREST

The Group has put in place its Prevention of Conflicts of Interest Policy, and The Group's employees are bound by its Code of Business Ethics and the Prevention of Conflicts of Interest Policy which requires them to avoid placing themselves in a situation of conflicts of interest, whether actual or potential. Consequently, employees must not be put in a position where personal or financial incentives or interests may impair their judgment and ability to make sound and unbiased business decisions in the best interest of the Group. The Group expects Vendors who engaged or seek to engage with the Group to adhere to these ethical principles and do not offer business courtesies (such as gifts and entertainment). Furthermore, Vendors are obliged to declare any conflict of interest it has with the Group, if any.

2.6 COMPLIANCE WITH ANTI-CORRUPTION LAWS

- 2.6.1 The Group takes a strong stance against bribery and corruption. No one should directly or indirectly, accept any kind of bribes, kickbacks or any other unlawful or unethical benefits that might be seen to be an activity or behaviour that could give rise to suspicion of such conduct.
- 2.6.2 The Group has put in place its Anti-Corruption Policy and other related policies. All vendors shall adhere to and comply with all the relevant and applicable policies and laws.
- 2.6.3 Prior to the engagement, all Vendors must sign the “Anti-Corruption Declaration Statement Form” and to complete the due diligence questionnaire and other measures as required by the Group from time to time.

2.7 PROTECTION OF INTELLECTUAL PROPERTY

- 2.7.1 Vendors must respect all intellectual property (“IP”) rights, including trademarks, copyrights, patents, industrial designs and must not at any time infringe or cause to infringe the Group’s and third parties’ IP.
- 2.7.2 Vendors must only use IP which they own or have been legitimately acquired and licensed, in accordance with their respective terms of use or licence.
- 2.7.3 The Group views infringement of its IP seriously and will take legal action to protect its IP rights.

2.8 CONFIDENTIALITY

Vendors must hold all confidential information regarding the Group which may be communicated to them or to which they may have access in strict confidence and are also expected to take reasonable means to protect such information. Confidential information includes all non-public information about the Group, including but not limited to business plans, forecasts, retail pricing arrangements and pricing strategies, personal information about the Group, employees, trade secrets and intellectual property. Vendors must not disclose, share or use this information other than for the benefit of the Group, including a prohibition to display or allow any supplier/vendor or factory to display items packaged for the Group or on the packaging of which the Group’s name, trademark(s) or logo(s) appear in any trade.

As part of good corporate governance, the Group has established the Whistleblowing policy that sets out avenues for legitimate concerns to be objectively investigated and addressed. Vendors will be able to raise concerns about illegal, unethical or questionable practices (especially in relation to the expectations set out in Vendor Code) in confidence and without the risk of reprisal. You can share your concerns or report malpractices or any breaches in a safe and secured manner by emailing on th.whistleblower@mrdiy.com. Rest assured that all the matters reported

will be investigated by a neutral independent authority. The Group commits to ensure that all disclosed information, including the identity of the complainant shall be treated with strictest confidence.

Subject to the terms of any specific contractual provisions that apply, the Group expects that each Vendors engaged will make available to the Group, upon request, a copy of any audit that has been performed of the controls and/or operating effectiveness of the Vendors. In general, the Group also expect each vendor to provide responses to the Group's reasonable requests for information about compliance with this Vendor Code. Notwithstanding to the aforesaid, the Group reserves the rights to conduct audit on the Vendors, whenever and wherever necessary.

The Group will make every effort to investigate reported violations and take appropriate measures to maintain the integrity of its business. Likewise, Vendors who violate or fail to comply with this Vendor Code will be reported immediately and may face penalty measures, including termination of contract and/ or blacklisting of Vendors from providing goods or services to the Group.

This Code shall be effective from 31 May 2023 by approval of the Company's Board of Directors meeting No. 4/2023.



(Mr. Ong Chu Jin Adrian)

Chairman of the Board of Directors

MR. D.I.Y. Holding (Thailand) Co., Ltd.

MR. D.I.Y. HOLDING (THAILAND) CO., LTD.

VENDOR INTEGRITY PLEDGE AND ENGAGEMENT FORM

**Any use of the term 'We' refers to the Vendor and its associated persons which includes its directors, officers, employees and others.*

Our company/ We, _____ bearing the company registration/identification number of _____, and having our place of business/home address at _____ hereby declare and undertake as follows:-

1. **We declare that:**

- (a) We have read and understood, and will comply with:
 - (i) the Vendor Code of Conduct (as **Appendix 1**) of MR. D.I.Y. Holding (Thailand) Co., Ltd. ("**MR. D.I.Y.**"), which outlines the standards of behaviour required from the Vendor relating to among others, labour & human rights, environment, safety & health and etc.;
 - (ii) the Anti-Corruption Policy (as **Appendix 2**) of MR. D.I.Y., which outlines MR. D.I.Y.'s zero tolerance stance against bribery and corruption and we shall always fully adhere to the Anti-Corruption Policy during the performance of our duties for or on behalf of MR. D.I.Y.; and
 - (iii) all applicable laws and regulations relating to anti-bribery, anti-corruption and fraud in Thailand ("**Applicable Laws**").
- (b) We shall take all measures and implement appropriate measures to ensure compliance with the Applicable Laws.

2. **We undertake that:**

- (a) We shall perform all contractual obligations professionally and ethically, with the utmost integrity in compliance with MR. D.I.Y.'s Vendor Code of Conduct and Anti-Corruption Policy as well as all relevant Applicable Laws in relation to all agreements, dealings, arrangements, services, contracts, undertakings, tenders and/or engagements with MR. D.I.Y.
- (b) We agree that, if we are found to be in breach of the above declaration, MR. D.I.Y. may be entitled to:
 - (i) terminate our agreements, dealings, arrangements, services, contracts, undertakings, tenders and/or engagements with MR. D.I.Y.; or

- (ii) blacklist our company and its directors and/or employees from participating in any transactions and/or dealings involving MR. D.I.Y.
- (c) We hereby agree to indemnify MR. D.I.Y., its directors and employees from and against any and/or all claims or actions relating to corruption and bribery offence resulting or arising from our breach of the Anti-Corruption Policy.

Yours sincerely,

For and on behalf of _____:

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Name:

Position:

Date:

MR. D.I.Y. HOLDING (THAILAND) CO., LTD.

ANTI-CORRUPTION DECLARATION STATEMENT FORM

**Any use of the term 'We' refers to Vendor and its associated persons which includes its directors, officers, employees and others.*

Our company/ We, _____ bearing the company registration/identification number of _____, and having our place of business/home address at _____ hereby declare and acknowledge our commitment to conduct our business ethically and undertake to act with the utmost integrity, in compliance with MR. D.I.Y. Holding (Thailand) Co., Ltd 's Code of Business Ethics, Anti-Corruption Policy and its related policies (the "**Policy**") as well as all relevant anti-bribery and corruption laws, in all our dealings with MR. D.I.Y. Holding (Thailand) Co., Ltd and its subsidiaries ("**MR. D.I.Y.**").

1. **We declare that:**

- (a) We have read and understood, and will comply with:
 - (i) the Policy of MR D.I.Y., which outlines MR. D.I.Y.'s zero tolerance stance against bribery and corruption, and we shall always fully adhere to the Policy during the performance of our duties for or on behalf of MR. D.I.Y.; and
 - (ii) all applicable laws and regulations relating to anti-bribery, anti-corruption and fraud in Thailand ("**Applicable Laws**").
- (b) We have not offered, promised, given, authorised, solicited or accepted anything of value, directly or indirectly, of any kind, (nor will we do any such thing in the future), which is in any way connected with the contract that we had entered with MR D.I.Y. and that we have taken reasonable measures to prevent any of its associated persons from doing so.
- (c) We will not, at all times throughout the period of contract with MR D.I.Y., offer, promise, give, authorise, solicit or accept anything of value, directly or indirectly, of any kind and in any form, with the intent of gaining or retaining any business or improper advantage in connection with the contract, to and/or from the following, and will take all reasonable measures to ensure that our third parties and/or business associates avoid the same:
 - (i) Any director, employee or other individual(s) representing MR. D.I.Y;
 - (ii) Any government official at the international, national or local level;
 - (iii) Any person connected to any political party and office; or
 - (iv) Any other person.

- (d) We have not been convicted nor are we the subject of any investigation, inquiry or enforcement proceedings by the by the relevant governmental, administrative or regulatory body of any actual or suspected offence involving bribery, corruption or fraud under the relevant Applicable Laws and will report any actual or suspected breach of the Applicable Laws and/or the Provisions as soon as reasonably practicable and to the extent permitted by law, to MR. D.I.Y.
- (e) We have not been and are not listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contract.
- (f) We shall take all measures and implement appropriate measures to ensure compliance with the Applicable Laws.

2. We undertake that:

- (a) We shall perform all contractual obligations professionally and ethically, with the utmost integrity in compliance with MR. D.I.Y.'s Policy as well as all relevant Applicable Laws in relation to all agreements, dealings, arrangements, services, contracts, undertakings, tenders and/or engagements with MR D.I.Y.
- (b) We shall reject any form of unethical and/or corrupt practices in the course of carrying out our obligation in relation to all the agreements, dealings, arrangements, services, contracts, undertakings, tenders and/or engagements with MR D.I.Y.
- (c) We shall declare any conflict of interest, actual, potential or perceived, arising in the course of our relationship with MR D.I.Y.
- (d) We shall immediately report to MR D.I.Y. through the available reporting channels, as stated in MR D.I.Y.'s Code of Business Ethics and Whistleblower Policy, any attempts from our Company or any individual(s) related/associated to our Company, to offer, promise, give, authorize, solicit or accept anything of value, directly or indirectly, of any kind and in any form, that has come to our attention or where we have reasonable grounds to suspect any breach or potential breach of the obligations in this integrity declaration.
- (e) We shall inform, communicate and ensure that our employees, agents, directors and other representatives/persons associated with our Company, who will provide goods and/or services in connection with any agreements entered with MR D.I.Y. are committed to conduct business with integrity, ethics and avoid any form of corruption. We shall also ensure that they comply with the Policy of MR D.I.Y. and all relevant anti-bribery and corruption laws.
- (f) We agree that, if we are found to be in breach of the above obligations/undertakings/declaration, or to have undertaken any other unlawful or illegal activities in relation to the contractual obligations with MR D.I.Y., MR D.I.Y. may be entitled to:

- (i) terminate our agreements, dealings, arrangements, services, contracts, undertakings, tenders and/or engagements with MR D.I.Y. without any cost, penalty or any liability whatsoever on the part of MR D.I.Y.; or
- (ii) blacklist our company and its directors and/or employees from participating in any transactions and/or dealings involving MR D.I.Y.

without prejudice to any other rights or remedies that MR D.I.Y. may have or any other appropriate action which MR D.I.Y. may seek under the terms of the applicable agreement, dealing, arrangement, service, contract, undertaking, tender and/or engagement or applicable laws and regulations.

- (g) We hereby agree to indemnify and shall keep indemnified, MR D.I.Y., its directors, employees, lawful agents and representatives from and against any and/or all claims, charges, actions, proceedings, losses, liabilities, damages, expenses and demands which may be incurred or suffered in any jurisdiction as a result of any proceedings or actions brought against them by any party resulting or arising from our breach of this declaration.
- (h) The Policy may be updated, amended or revised from time to time to ensure its adequacy in implementation and enforcements and we, upon receiving the updated, amended or revised the Policy, shall fully adhere to all terms thereto

Yours sincerely,

For and on behalf of _____:

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Name:

Position:

Date:

MR D.I.Y. GROUP'S VENDOR DUE DILIGENCE QUESTIONNAIRE FOR ANTI-CORRUPTION COMPLIANCE

Introduction

As part of MR D.I.Y. compliance requirement, MR. D.I.Y. undertakes due diligence prior to entering into any business relationship with its third parties and business associates to ensure that its counterparties will meet MR. D.I.Y.'s Code of Business Ethics and Anti-Corruption Policy requirements and obligations. The completion of this Questionnaire is one of the steps in the said due diligence process. Please take note that completion of this form does not constitute a contractual relationship and should not in any way be construed as establishment of a business relationship with MR. D.I.Y. Kindly complete the following questionnaire completely and accurately to the best of your ability.

1.0 COMPANY INFORMATION

Full legal name:		
Company registration no./ Business Registration no.:		
Registered address:		
Principal business address (if different from above):		
Contact name:		
Telephone:	Fax:	E-mail:
Nature of business:		

2.0 COMPLIANCE ON ANTI-BRIBERY AND CORRUPTION POLICY

Please answer the following regarding your policies and procedures

- 2.1 Does your company have an anti-bribery and corruption policy? Yes No
- 2.2 If yes, does your company provide training of the anti-bribery and corruption policy to your employees? Yes No
- 2.3 Does your company have any channels in place to allow reporting of any misconduct, including corruption? Yes No
- 2.4 Does your company have a code of business conduct and business ethics? Yes No

3.0 SUBCONTRACTOR

- 3.1 Would your company engage third parties, including subcontractors, sub-agents, consultants or sales representatives with respect to the goods and/or services to be provided in the course of its dealings with MR. D.I.Y.? Yes No
- 3.2 If your company's subcontractor does not have adequate anti-bribery and corruption policies, does your company require the subcontractor to adhere to your company's anti-bribery and corruption policy? Yes No
- 3.3 Does your company include anti-bribery and corruption clauses in contracts with its subcontractors? Yes No

4.0 VIOLATIONS

- 4.1 Within the last five (5) years, has your company, or any of its directors, officers, principal owners or employees, ever been found by a court or agency to have violated any anti-bribery and corruption laws? Yes No
- 4.2 Within the last five (5) years, has your company, or any of its directors, officers, principal owners, shareholders or employees, ever been investigated or charged with any offense, including bribery, conflicts of interest or money laundering? Yes No

For and on behalf of _____:

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Name:

Position:

Date: