



KUALA LUMPUR KEPONG BERHAD

197301001526 (15043-V)

KLK SUPPLIER CODE OF CONDUCT

31 MARCH 2026

INTRODUCTION

Kuala Lumpur Kepong Berhad (“**KLK**”) is committed to ensure our products are produced in a sustainable manner. Among others, this is realised through continuous engagement with our suppliers to encourage the conservation and protection of the environment, uplift socio-economic conditions, and respect human rights of their employees and local communities, in their operations and supply chain.

Where applicable, the Supplier (as hereinafter defined) shall observe and progressively align their operations and supply chains to be consistent with the principles of this Supplier Code of Conduct (hereinafter referred to as “**Code**”).

SCOPE OF CODE

- “Supplier” refers to any party that sells goods and/or provides services to all plantation and manufacturing operations carried out by KLK, its subsidiaries, joint-ventures and affiliates.
- This Code is subject to amendment from time to time.

SUPPLIER CODE OF CONDUCT

1. Regulations and Compliance

The Supplier is to do the following:

- comply with applicable national and/or local laws, relevant regulations and standards (which may be amended from time to time);
- meet and adhere to the quality and safety standards required by KLK;
- provide traceability of the material along the palm oil supply chain if so requested by KLK.

2. Environmental

- If applicable, the Supplier is to ensure that there should be no new clearing or development in areas which are classified as:
 - High Carbon Stock (“**HCS**”) as defined in HCS Approach (“**HCSA**”);
 - primary forests, or any area required to be maintained or enhanced one or more High Conservation Values (“**HCVs**”);
 - peatlands, regardless of the depth thereof.
- Where required by applicable national standards and/or regulations, the Supplier shall subject new development areas to undergo integrated HCV and HCSA assessments to ascertain eligible planting areas, as well as to conduct Social and Environmental Impact Assessments (“**SEIAs**”) on those areas.
- If applicable, the Supplier is to do the following:
 - observe no open burning in oil palm new planting and re-planting related activities;
 - apply Best Management Practices (“**BMP**”) on existing planting on peat, based on best effort basis;
 - prohibit capturing, poaching, and hunting of rare, threatened, or endangered (“**RTE**”) species.

3. Social – Workplace and Communities

The Supplier:

- recognises the inherent dignity of an individual and support the Universal Declaration of Human Rights by the United Nations;

- respects and upholds the rights of all workers in accordance with the International Labour Organisation's ("ILO") core conventions, United Nations Guiding Principles on Business and Human Rights, and the principles of Free and Fair Labour in Palm Oil Production as guidance;
- agrees to prohibit the use of forced and/or bonded labour or human trafficking;
- does not and will not restrict workers' freedom of movement;
- does not and will not retain identification and travel documents, do not practice debt bondage and will not unlawfully withhold wages of its workers;
- agrees to prohibit child labour;
- provides a safe and healthy workplace environment;
- provides all workers with adequate personal protective equipment and working tools;
- recognises and respects the right of employees to form and join trade unions of their choice and to bargain collectively;
- ensures all workers are paid a wage equal to or exceeding the legal minimum wage;
- complies with all applicable laws regarding housing and amenities, normal working hours, rest periods, and overtime hours;
- practices zero tolerance of any forms of harassment, including but not limited to intimidation or violence;
- ensures equal opportunities in the workplace;
- observes no discrimination based on ethnic origin, caste, disability, nationality, race, religion, gender, sexual orientation, gender identity, union membership, political affiliation, marital status, or age;
- respects the rights of indigenous and local communities, including their land tenure rights and their right to give or withhold Free, Prior and Informed Consent ("FPIC") to operations on lands to which they hold legal, communal or customary rights in accordance with the United Nations Declaration on the Rights of Indigenous Peoples.

4. Governance

The Supplier is to do the following:

- conduct business in an honest and ethical manner; and comply with all applicable laws and regulations;
- prohibit all forms of corruption, bribery and fraudulent use of funds and resources and comply with KLK's Group Anti-Corruption Policy;
- disclose information in accordance with applicable regulations and accepted industry practices and as and when required by KLK provided such disclosure will not breach any confidentiality obligation of the Supplier towards other parties.



COMPLIANCE WITH CODE

The Supplier agrees to take the principles in this Code seriously and continuously engages with its suppliers, contractors, or trading partners to ensure full adoption of the principles and intent of this Code.

KLK or any 3rd party appointed by KLK may carry out announced audits or visits on the Suppliers' facilities to verify compliance with this Code.

In the event of non-compliance with any aspect of this Code, KLK reserves its right to take action available to KLK under the laws and equity including but not limited to those stipulated in [KLK Sustainability Policy Non-Compliance Protocol](#).

DOCUMENT VERSION CONTROL	
Version	Date Issued/Revised
1.0	30 May 2019
2.0	31 March 2026