

	ROSADO TRADELINE SDN BHD	Doc. No.	RT-G018
		Rev. No.	-
	Supplier Code of Conduct	Eff. Date	xx/xx/2026

RT-G018 SUPPLIER CODE OF CONDUCT

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REVISION HISTORY

Rev No.	Effective Date	Affected Section	Change Descriptions
00	xx/xx/2026	Nil	Initial Release

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1.0 ABOUT

Rosado Tradeline Sdn Bhd (“Rosado”) is committed to conducting its business responsibly, ethically and in compliance with applicable laws and regulations.

Rosado works with suppliers, contractors, subcontractors, consultants, service providers and other business partners in supporting its operations and projects. Rosado recognises that responsible business conduct extends beyond its own operations and therefore expects its Suppliers to uphold appropriate standards of business integrity, human rights, occupational safety and health and environmental responsibility.

This Supplier Code of Conduct (“Code”) sets out the minimum standards expected of Suppliers when conducting business with or providing goods and services to Rosado. Suppliers are expected to understand and comply with the requirements relevant to their activities and to take reasonable measures to ensure that employees, workers, subcontractors and other parties engaged by them for Rosado-related work observe equivalent standards.

2.0 PURPOSE

This Code establishes Rosado’s expectations for responsible, ethical and sustainable conduct by its suppliers and business associates.

The objectives of the Codes are to:

- Establish minimum standards of business conduct expected from suppliers;
- promote ethical, transparent and responsible business practices;
- prevent bribery, corruption, fraud and conflicts of interest;
- promote respect for human rights and fair labour practices;
- promote safe and healthy working conditions;
- encourage responsible environmental practices;
- protect confidential information, personal data and business information;
- encourage responsible practices among subcontractors and other parties within the supply chain;
- provide appropriate channels for reporting concerns;
- Support the collection of relevant and reliable supplier information for responsible procurement, ESG assessment and sustainability reporting purposes; and
- support the identification and appropriate management of supplier-related risks and non-compliance.

3.0 SCOPE

This Code applies to suppliers, contractors, subcontractors, consultants, service providers, vendors, agents and other business associates that provide goods or services to Rosado (“Suppliers”).

Suppliers are expected to comply with this Code when undertaking activities in connection with Rosado, including activities performed at Rosado’s offices, project sites, client premises or other locations associated with Rosado’s business.

Where Suppliers appoint subcontractors, agents or other parties to perform work relating to Rosado, Suppliers are expected to communicate relevant requirements of this Code to those parties and encourage standards that are consistent with this Code.

This Code shall be read together with applicable contracts, purchase orders, letters of award, terms and conditions and relevant Rosado policies and procedures, including its Code of Conduct and Ethics, Anti-corruption and Bribery Policy, Human Rights Policy, Whistleblowing Policy, Occupational Safety and Health Policy and other applicable requirements.

Where applicable laws or contractual requirements establish higher or more stringent standards than this Code, the applicable legal or contractual requirements shall prevail.

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4.0 DEFINITIONS

The following definitions apply:

Supplier: Any supplier, contractor, subcontractor, consultant, service provider, vendor, agent or other business associate providing goods or services to Rosado.

Worker: Any person employed or engaged by a Supplier, whether on a permanent, temporary, contract, migrant or other lawful employment arrangement.

Business ethics: Principles and standards governing honest, fair, transparent and responsible business conduct.

Bribery: The offering, promising, giving, requesting, receiving or accepting of any improper advantage, whether directly or indirectly, to influence a decision or obtain an improper business benefit.

Conflict of interest: A situation where personal, financial or other interests may interfere, or appear to interfere, with objective and impartial business decision-making.

Forced labour: Work or service performed involuntarily under threat, coercion, penalty or other forms of compulsion.

Child labour: Work performed by a person below the minimum legal working age, or work by a young person that may harm their health, safety, education or development.

Human trafficking: The recruitment, transportation, transfer, harbouring or receipt of persons through coercion, deception, abuse of vulnerability or other improper means for the purpose of exploitation.

Confidential information: Non-public business, commercial, financial, technical, operational, personal or other information obtained through a Supplier's business relationship with Rosado.

Personal data: Information relating directly or indirectly to an identifiable individual and protected under applicable data protection requirements.

Scheduled or hazardous waste: Waste requiring specific handling, storage, transportation, treatment or disposal in accordance with applicable environmental laws and regulatory requirements.

Modern Slavery: Practices involving the exploitation of individuals through slavery, servitude, forced or compulsory labour, debt bondage, human trafficking or similar forms of exploitation.

Discrimination: Direct or indirect unfair treatment based on a personal characteristic, including any characteristic protected under applicable laws.

Harassment: Unwanted verbal, written, physical or visual behaviour that violates a person's dignity or creates an intimidating, hostile, degrading or offensive environment.

Sexual Harassment: Any unwanted conduct of a sexual nature, whether verbal, non-verbal, written, visual or physical, that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment.

Retaliation or victimisation: Any adverse or unfair treatment against a person for raising a genuine concern in good faith, supporting another person who raises a concern or participating in a review or investigation.

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5.0 STANDARDS EXPECTED OF SUPPLIERS

Suppliers shall conduct business honestly, fairly, transparently and professionally and shall comply with applicable legal, regulatory, licensing, permit and contractual requirements relevant to their activities.

(a) Anti-Bribery, Corruption and Ethical Conduct

Rosado adopts a zero-tolerance approach towards bribery and corruption. Suppliers shall not engage in bribery, corruption, fraud, dishonesty, misrepresentation, falsification of documents, deceptive business practices, extortion, kickbacks, money laundering or other unlawful or unethical practices.

Suppliers shall not directly or indirectly offer, promise, give, request, receive or accept any bribe, improper payment or advantage intended to improperly influence procurement or tender decisions, contract awards, project certification, inspection or acceptance of works, payment approval, regulatory dealings or other business decisions involving Rosado.

(b) Gifts, Entertainment and Hospitality

Gifts, entertainment and hospitality connected with Rosado's business shall be reasonable, appropriate and lawful. Suppliers shall not offer or provide any benefit that is intended to improperly influence a decision, create an obligation, compromise independent judgement or could reasonably be perceived as a bribe or improper advantage.

(c) Conflict of Interest

Suppliers shall avoid actual, potential or perceived conflicts of interest and shall promptly disclose any relationship or circumstance that may affect, or reasonably appear to affect, the impartiality of a business decision involving Rosado.

This may include relevant personal, financial or family relationships with Rosado personnel involved in procurement, tendering, contract administration, project management or other business decisions. Suppliers shall not use personal relationships or other improper influence to obtain preferential treatment.

(d) Fair Competition

Suppliers shall compete fairly and comply with applicable competition laws. Suppliers shall not engage in bid rigging, collusive tendering, price fixing, market allocation, improper coordination with competitors or unauthorised sharing or use of confidential tender information.

(e) Accurate Records

Suppliers shall maintain accurate, complete and reliable records relating to transactions and activities undertaken for Rosado.

Suppliers shall not submit false or misleading invoices, misrepresent quantities, costs or work completed, falsify timesheets, certificates, reports or supporting documents, conceal material information or create misleading financial or operational records.

Relevant records shall be retained in accordance with applicable legal and contractual requirements.

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6.0 LABOUR AND HUMAN RIGHTS

Suppliers shall respect the dignity and human rights of workers and comply with applicable employment and labour laws.

(a) Fair treatment and Non-Discrimination

Suppliers shall provide a workplace free from discrimination, bullying, harassment, sexual harassment, intimidation, violence, humiliation, physical or verbal abuse and other degrading or inappropriate treatment.

Workers shall not be unlawfully discriminated against based on race, nationality, gender, age, religion or belief, disability, marital or family status, pregnancy or any other characteristic protected under applicable laws. Employment-related decisions shall be made fairly and based on legitimate considerations such as qualifications, experience, abilities, performance and business requirements.

(b) Child Labour

Suppliers shall not employ persons below the minimum legal working age. Young persons who are legally permitted to work shall not perform hazardous work or activities that may adversely affect their health, safety, education or development. Appropriate age-verification practices shall be maintained where necessary.

(c) Forced Labour, Modern Slavery and Human Trafficking

Suppliers shall prohibit forced labour, compulsory labour, bonded labour, debt bondage, slavery, servitude and human trafficking. Employment shall be freely chosen and workers shall not be subjected to threats, coercion, deception, withholding of wages or unreasonable restriction of movement.

Workers shall retain control of their passports and personal identification documents, except where temporary possession is lawfully required for legitimate administrative purposes. Suppliers shall not impose unlawful recruitment fees or other practices that may create debt bondage.

(d) Wages and Working Conditions

Suppliers shall comply with applicable requirements relating to wages, employment benefits, working hours, overtime, rest days, leave, employment contracts, lawful deductions and worker accommodation, where provided.

Workers shall be informed of their employment terms, wages and benefits, and Suppliers shall not unlawfully withhold wages or impose unlawful deductions as a means of coercion or punishment.

(e) Freedom of Association

Suppliers shall respect workers' lawful rights to freedom of association and collective bargaining in accordance with applicable laws and shall not discriminate against, threaten or retaliate against workers for lawfully exercising such rights.

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7.0 OCCUPATIONAL SAFETY AND HEALTH

Suppliers shall provide and maintain a safe and healthy working environment appropriate to the nature of their activities and comply with applicable occupational safety and health requirements.

Suppliers shall identify workplace hazards, assess safety and health risks, implement appropriate controls, provide suitable personal protective equipment where required, provide appropriate information, instruction and training, maintain machinery and equipment in a safe condition and maintain appropriate emergency arrangements.

Suppliers carrying out work at Rosado project sites, client premises or other controlled locations shall comply with applicable site rules, safety induction and permit-to-work requirements, personal protective equipment requirements, emergency procedures, security requirements and relevant environmental controls.

Personnel performing specialised or high-risk activities shall possess the necessary competency, training, certification or licence where required.

Any fatality, serious injury, dangerous occurrence, significant near miss, stop-work order or material safety breach connected with Rosado-related work shall be reported to Rosado immediately, with a written preliminary report within twenty-four (24) hours or such shorter period required under the Contract.

8.0 ENVIRONMENTAL RESPONSIBILITY

Suppliers shall comply with applicable environmental legislation, licences, permits and regulatory requirements and are expected to take reasonable measures to minimise adverse environmental impacts arising from their activities.

(a) Pollution Prevention and Hazardous Materials

Suppliers shall take appropriate measures to prevent or minimise pollution, spills, leaks, soil or water contamination, uncontrolled discharge, dust, excessive noise, unnecessary emissions and other adverse environmental impacts.

Chemicals, fuels, oils and other hazardous substances shall be appropriately handled, stored and managed. Suitable controls and emergency response arrangements shall be maintained, where relevant, to prevent and respond to spills, leaks and other environmental incidents.

Environmental incidents connected with Rosado-related work shall be promptly managed and reported to the relevant Rosado representative without undue delay where appropriate.

(b) Waste Management

Suppliers shall manage waste responsibly and in accordance with applicable legal and regulatory requirements by ensuring that waste is properly collected, stored, transported and disposed of using appropriate and authorised methods, and shall not dispose of waste through unlawful dumping, discharge, open burning or other unauthorised methods.

Where scheduled, hazardous or controlled waste is generated, Suppliers shall ensure appropriate identification, classification, labelling, handling, storage, transportation, record keeping, treatment and disposal. Authorised contractors and facilities shall be used where required by law.

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(c) Resource Efficiency

Suppliers are encouraged, where reasonably practicable, to use energy, water, fuel, raw materials and other natural resources efficiently and to identify practical opportunities to reduce resource consumption, waste, pollution and greenhouse gas emissions.

Upon request, the supplier shall provide Rosado with evidence of lawful transportation, treatment, recovery and disposal of scheduled or hazardous waste, including licenses, inventories, consignment documentation and disposal certificates.

9.0 INFORMATION, COMPANY ASSETS AND RESPONSIBLE SUPPLY CHAIN

(a) Confidentiality, Data Protection and Intellectual Property

Suppliers shall protect confidential information and personal data obtained through their relationship with Rosado and use such information only for authorised and legitimate business purposes.

Access shall be limited to authorised persons and reasonable measures shall be maintained to prevent loss, misuse, unauthorised access, alteration or disclosure. Any material data breach or unauthorised disclosure involving Rosado information shall be promptly reported to the appropriate Rosado representative within twenty-four (24) hours after discovery.

Suppliers shall respect the intellectual property rights of Rosado and third parties. Drawings, specifications, designs, technical information, documents, software and other proprietary materials obtained through work for Rosado shall not be used, copied, reproduced or disclosed for unauthorised purposes.

Where Rosado equipment, materials, facilities, documents or other property are provided to Suppliers, such property shall be used responsibly and only for authorised purposes.

(b) Subcontractors and Responsible Sourcing

Where Suppliers engage subcontractors, agents or other parties in connection with Rosado-related work, Suppliers are expected to communicate relevant requirements of this Code and take reasonable measures to ensure that such parties maintain appropriate standards relating to business integrity, human rights and labour, occupational safety and health, environmental protection and legal compliance.

The appointment of subcontractors shall not relieve Suppliers of their contractual responsibilities to Rosado.

Suppliers are encouraged to obtain goods, materials and services through legitimate and responsible sources and, where relevant, take reasonable steps to identify significant environmental, social, ethical or legal risks within their supply chain.

(c) Community Considerations

Where Supplier activities may affect neighbouring communities or members of the public, Suppliers shall take reasonable precautions to minimise adverse impacts relating to public safety, traffic, noise, dust, waste, pollution, access and other disturbances associated with their activities.

Suppliers shall respect applicable property, access and community rights.

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10.0 COMPLIANCE, ASSESSMENT AND CORRECTIVE ACTION

Suppliers are expected to understand and comply with the requirements of this Code relevant to their activities, communicate appropriate requirements to their employees and subcontractors and promptly address identified non-compliance.

Rosado may assess Supplier compliance where appropriate, taking into consideration the nature, scale and risk of the goods or services provided. Assessment may include Supplier questionnaires or declarations, review of licences, permits, certifications and supporting documentation, review of safety or environmental performance, Supplier meetings or assessments and review of reported incidents or corrective actions.

Supplier shall cooperate with reasonable assessments and provide accurate information to the best of their knowledge. Rosado may require additional assessment or monitoring where higher risks or possible non-compliance are identified.

Where non-compliance is identified, Rosado may require the Supplier to provide clarification or supporting information, correct unsafe or improper practices, improve procedures or controls, provide additional training or awareness, implement a corrective-action plan or address non-compliance involving supplier. Suppliers shall provide reasonable evidence of implementation upon request.

Repeated or unresolved violations may result in additional monitoring, suspension of activities, review or termination of the relevant business relationship, subject to applicable contractual requirements. Rosado may refer matters to relevant authorities where required by law.

Suppliers shall, upon reasonable request, provide accurate and relevant information reasonably required by Rosado for responsible procurement, ESG assessment and sustainability reporting purposes. Such information may include, where applicable, occupational safety and health performance, workforce and labour practices, environmental incidents, energy and water consumption, waste generation and disposal, greenhouse gas emissions and corrective actions. Suppliers shall maintain reasonable supporting records and shall not knowingly provide false or misleading information.

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11.0 REPORTING CONCERNS

Suppliers, workers and other relevant parties are encouraged to raise concerns relating to suspected misconduct or violations of this Code connected with Rosado's business.

Concerns may include bribery or corruption, fraud, conflicts of interest, child labour, forced labour or human trafficking, serious occupational safety and health violations, material environmental non-compliance, misuse of confidential information or other significant breaches of this Code.

Concerns may be raised with the relevant Rosado representative or through Rosado's designated whistleblowing or reporting channel, including [whistleblowing email / hotline / online reporting platform]. Reports may be made confidentially and, where permitted under the applicable reporting procedure, anonymously .

Concerns raised in good faith shall be treated sensitively and confidentially to the extent reasonably practicable and permitted by law, recognising that disclosure may be necessary for investigation, disciplinary action or reporting to an authority. Rosado shall not tolerate retaliation or victimisation against any person for raising a genuine concern in good faith or participating in a review or investigation.

12.0 REVIEW OF THIS CODE

Rosado may revise this Code from time to time to ensure that it remains appropriate to its business activities, supplier relationships, applicable legal and regulatory requirements and relevant sustainability practices. A revised Code shall apply to new Contracts from the stated effective date. The Code may be updated where necessary to reflect significant changes in these areas, and Suppliers are expected to comply with the applicable version of this Code communicated to them by Rosado.