

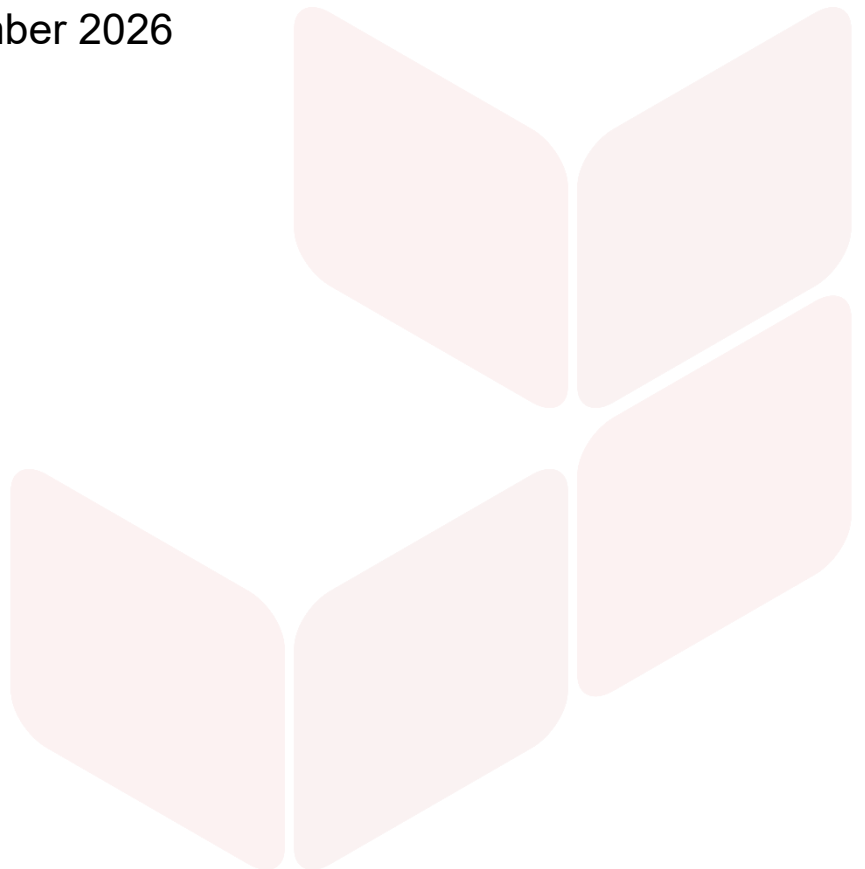


SUPPLIER GOVERNANCE

Supplier Code of Conduct and Sustainable Procurement

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1. INTRODUCTION

Qube Apps Solutions Sdn. Bhd. (“**QubeApps**”) is committed to conducting its business and operations responsibly, ethically, and in full compliance with applicable laws and regulations in Malaysia, including those relating to anti-corruption, human rights, information security, fair competition and environmental sustainability.

QubeApps recognizes the importance of working closely with its Suppliers to collectively build a sustainable supply chain that drives environmental sustainability, fosters inclusive procurement and strengthens governance across its business relationships.

This Supplier Code of Conduct and Sustainable Procurement (“**Code**”) sets out the guiding principles by which QubeApps procures goods and services, ensuring procurement decisions take into account not only cost and quality, but also environmental, social and ethical considerations.

This Code applies to any individual or business that supplies goods or services to QubeApps (“**Suppliers**”), and extends to all employees, subcontractors, agents and other representatives who act on behalf of the Suppliers.

If you have any questions regarding this Code or its application, please contact your QubeApps representative.

Thank you for your continued partnership with QubeApps and for your commitment to upholding the principles set out in this Code.

2. OVERVIEW

This Code reflects QubeApps’ values and sets forth what is expected of its Suppliers with respect to the following topics:

- Business Ethics and Integrity.
- Confidentiality and Data Privacy.
- Quality and Standard of Products and Services.
- Labour and Human Rights.
- Environmental Considerations.

3. LEGAL AND REGULATORY COMPLIANCE

Suppliers shall at all times comply with the applicable laws and regulations of Malaysia and of any other country in which the Suppliers operate, or in which their goods and/or services are provided or supplied.

When any difference or inconsistency arises between the standards set out in this Code and any applicable laws and regulations, the applicable laws and regulations shall prevail.

4. BUSINESS ETHICS AND INTEGRITY

QubeApps is committed to upholding high ethical standards and compliance with all applicable laws, rules and regulations. QubeApps requires Suppliers to strictly adhere to the following standards:

4.1 Anti-Bribery and Corruption

All Suppliers must fully comply with all applicable anti-bribery and anti-corruption laws, including the Malaysian Anti-Corruption Commission (MACC) Act 2009, the MACC (Amendment) Act 2018 and any other applicable laws. Suppliers shall ensure that all their business dealings with QubeApps are conducted with integrity, honesty and transparency.

Suppliers shall refrain from offering, promising, giving, demanding or receiving anything of value in the form of bribes, kickbacks and/or any other improper gratification (including gifts, hospitality and entertainment) to or from QubeApps' directors, officers, employees or representatives whether to induce, obtain or retain an unfair business advantage or otherwise improperly influence decision-making at any level.

Reference Document: QubeApps' Anti-Bribery and Corruption Policy (available at www.qubeapps.com)

4.2 Anti-Money Laundering

Money laundering is strictly prohibited in any form or manner. Suppliers shall not engage in any money laundering activity that directly or indirectly conceals the origin of the proceeds of illegal activities or converts the unlawful proceeds into legitimate sources of income or assets.

Suppliers shall promptly notify QubeApps in the event of any anticipated, suspected or actual breach or non-compliance with laws or regulations in relation to money laundering or terrorism financing.

4.3 Conflict of Interest

Suppliers shall not engage, directly or indirectly, in any personal or business activities that conflict, or may reasonably be perceived to conflict, with the interests of QubeApps. Suppliers shall disclose to QubeApps, at the earliest opportunity and at any time during the ongoing contractual relationship, any actual, potential or perceived conflict of interest arising from or relating to its relationship with QubeApps.

4.4 Anti-Competitive Conduct

QubeApps expects its Suppliers to comply with all applicable competition laws and regulations, including the Competition Act 2010. Any anti-competitive conduct is strictly prohibited, including but not limited to collusive behaviour, price-fixing, abuse or misuse of market power and unjustified refusal to supply.

5. CONFIDENTIALITY AND DATA PRIVACY

Suppliers shall respect and safeguard the confidentiality of QubeApps' information and shall handle all personal data in accordance with applicable data protection and privacy laws, including the Personal Data Protection Act 2010 (PDPA) of Malaysia. QubeApps requires Suppliers to comply with the following standards:

5.1 Confidentiality and Non-Disclosure

QubeApps requires its Suppliers to safeguard, protect and maintain the confidentiality of all non-public and confidential information, materials and/or data received from QubeApps, including but not limited to intellectual property, operational data and other confidential, proprietary and sensitive information, whether in written, oral, visual or electronic form.

Suppliers shall not disclose, copy, reproduce, transmit or use QubeApps' information for any purpose other than fulfilling the contracted obligations.

Suppliers are expected to implement appropriate security systems, policies and controls to safeguard such confidential information against unauthorized access, use or disclosure, and to maintain its confidentiality throughout the contractual relationship and following its termination.

5.2 Data Privacy and Protection

In the course of business dealings with QubeApps, Suppliers may collect, use or otherwise process the personal data of individuals. Suppliers are required to comply with all applicable data privacy laws and regulations with regard to the collection, use, disclosure, retention and processing of all personal data, and to protect such personal data and the privacy of relevant individuals in accordance with the PDPA.

Suppliers shall handle personal data only to the extent necessary for the contracted purpose with QubeApps. QubeApps has a 72-hour regulatory notification obligation under Section 12B of the PDPA; Suppliers acknowledge that they shall immediately notify QubeApps upon becoming aware of any actual or suspected personal data breach.

Reference Document: QubeApps' Privacy Policy (available at www.qubeapps.com)

6. QUALITY AND STANDARD OF PRODUCTS AND SERVICES

Suppliers shall deliver high-quality and environmentally responsible products and services, in adherence to applicable quality and safety standards:

6.1 Quality Control

Suppliers shall maintain quality control over product design, production process and service delivery, and shall conduct regular quality inspections to ensure all products and services meet required standards and contractual obligations with QubeApps.

6.2 Responsible Sourcing

Suppliers shall provide and deliver products and services that are of high quality and safety, and that do not adversely impact the community, society, or environment. Suppliers shall establish and maintain a robust supplier selection process to ensure that raw materials and components are not sourced from conflict minerals or conflict-affected sources, and are free from illegal acts or human rights violations.

6.3 Traceability

Suppliers shall establish a traceability process to verify and confirm the source of raw materials and components used in products and services supplied to QubeApps. Upon request by QubeApps, Suppliers shall disclose such information and supporting documentation or certification evidencing compliance with responsible sourcing requirements.

7. LABOUR AND HUMAN RIGHTS

QubeApps believes that respect for human rights and fair labour practices is fundamental to a responsible and sustainable supply chain. QubeApps expects all Suppliers to uphold these principles throughout their operations and to ensure that the rights and wellbeing of their workers are protected at every level of their business:

7.1 Human Rights and Employment Practices

All forms of child labour, forced labour, and abusive and illegal labour practices are strictly prohibited. Suppliers are expected to treat all employees (whether employed on a contractual, permanent or other basis) with fairness, dignity and respect, and to provide an equitable working environment that ensures equal employment opportunities and is free from discrimination, harassment and coercion.

Suppliers shall comply with applicable employment laws and regulations and observe fair employment practices, including paying at least the minimum wage and ensuring that working hours do not exceed the maximum in accordance with the Employment Act 1955.

7.2 Occupational Health and Safety

Suppliers shall comply with all applicable occupational safety and health laws and regulations. Suppliers shall provide their employees with a safe and healthy working environment, including but not limited to the implementation of adequate safety measures, the conduct of necessary safety training programmes, the provision of appropriate personal protective equipment and the maintenance of appropriate controls and safe working procedures.

7.3 Freedom of Association

Suppliers shall respect the rights of their employees to freedom of association and collective bargaining, in accordance with applicable laws, and shall not penalize, discriminate against, or retaliate against any employee for the lawful exercise of such rights.

8. ENVIRONMENTAL CONSIDERATIONS

QubeApps is committed to minimizing its negative impact on the environment and expects its Suppliers to share this commitment throughout their operations and supply chains. Suppliers shall identify the environmental impacts of their business and adopt environmentally friendly practices, including but not limited to the following:

8.1 Compliance with Environmental Laws

Suppliers shall comply with all applicable environmental laws, regulations, permits, and internationally recognized standards relevant to their operations, and shall maintain all environmental licenses, permits, and approvals required for their business activities at all times.

8.2 Resource Efficiency

Suppliers shall seek to continuously improve resource efficiency and reduce consumption of natural resources, including energy, raw materials, water, and fuel, through the adoption of sustainable practices and responsible operational planning.

8.3 Waste Generation and Management

Suppliers shall take into account the responsible use of resources and the generation of waste, including water, energy, and electronic and electrical waste ("**E-waste**"), arising from their operations.

Suppliers shall implement appropriate waste management practices to ensure the proper segregation, storage, treatment, and disposal of waste generated throughout their operations and supply chains, in compliance with applicable laws and, where relevant, through licensed waste management or recycling providers.

8.4 Environmental Footprint

Suppliers shall take reasonable measures to monitor, manage, and reduce their environmental footprint, including greenhouse gas emissions, air and water pollution, and land use impacts arising from their operations.

9. REPORTING VIOLATIONS

Suppliers can report good faith concerns regarding suspected violations of applicable laws or this Code, including but not limited to actual or suspected misconduct, illegal or unethical behaviour or unfair treatment across the supply chain that the Suppliers become aware of in the conduct of business with QubeApps.

Whistleblowers may report in confidence via the reporting channels set out in QubeApps' Whistleblowing Policy.

QubeApps is committed to protecting anyone who reports or raises a concern in good faith, and those who participate in or conduct an investigation, from retaliation.

Reference Document: QubeApps' Whistleblowing Policy (available at www.qubeapps.com)

10. BREACH OF THIS CODE

QubeApps reserves the right to terminate any contract entered into between QubeApps and the Supplier in the event that the Supplier is found to be in breach of any provision of this Code. The Supplier shall indemnify and hold harmless QubeApps and each of its respective officers, directors, employees and agents ("**Indemnified Parties**") from and against any and all claims, demands, causes of action, liabilities, losses, damages and all costs and expenses incurred by any of the Indemnified Parties arising from or in connection with the Supplier's breach.

11. CONTINUOUS IMPROVEMENT

This Code shall be reviewed periodically and/or as and when there are changes to regulatory requirements or strategic direction of QubeApps.

12. ORDER OF PRECEDENCE

This Code is not meant to, and does not, supersede any applicable laws, regulations or any contractual term entered into between QubeApps and its Suppliers. To the extent there is any conflict between this Code and any applicable laws and regulations, or terms and conditions of the contract signed between QubeApps and the Supplier, the applicable laws and regulations or the terms and conditions of the contract (as the case may be) shall prevail.