



CODE OF BUSINESS CONDUCT (FOR ORGANISATION MEMBERS)

Coway (Malaysia) Sdn. Bhd. (“**Coway**”, “**Company**” or “**we**”) is dedicated to upholding the highest standards of ethical conduct, legal compliance and social responsibility in all aspects of Coway’s business operations. Coway recognises that its success and reputation are closely tied to the conduct of Coway’s service providers and third party intermediaries (collectively, “**Business Associates**” or “**you**”). This Code of Business Conduct (for Organisation Members) (“**Code**”) is therefore developed to outline the basic requirements, principles and standards (collectively, “**Requirements**”) which Organisation Members (as defined below), a distinct category of Business Associates, shall adhere to in their dealings with Coway.

Acknowledgement of this Code by Organisation Members is a pre-requisite for all Coway service contracts and/or agreements involving Business Associates (“**Contracts**”). By signing the Contracts, Organisation Members commit to ensuring that their business operations comply with the provisions contained in this Code at all times.

1. APPLICATION

This Code specifically applies to Business Associates who are Organisation Members (as defined below). It encompasses service providers and third party intermediaries engaged by Coway to provide services related to the marketing and sale of the Company’s Products (as defined below) and/or performance of the Company’s Services (as defined below).

***Note:** While the term “Business Associates” is used throughout this Code, it should be understood that the Code’s provisions are specifically directed at Organisation Members within that broader category.*

2. DEFINITIONS

For the purpose of understanding this Code, capitalised terms have the following meaning:

Company’s Assets	<p>refers to assets belonging to the Company including but not limited to:</p> <p>(a) <u>Physical Assets</u>:</p> <ul style="list-style-type: none">• the things you use to provide your services including the Company’s facilities, furniture, office supplies, computers, tools and equipment;• all the Company’s Products’ stocks including parts thereto such as filters and spare parts;• marketing/promotional merchandises bearing Coway’s name, logo, names or images of Coway’s spokespersons, influencers or ambassadors such as diaries, table calendars, pens, mugs, t-shirts, umbrellas, etc; <p>(b) <u>Technology Assets</u>:</p> <ul style="list-style-type: none">• IT assets, such as hardware, email, applications, databases, systems, software and internet access; <p>(c) <u>Financial Assets</u>:</p> <ul style="list-style-type: none">• funds, rental and sales proceeds, cash or other monetary assets and the Company’s credit standing; <p>(d) <u>Information Assets</u>:</p> <ul style="list-style-type: none">• the information that the Company gathers or creates such as the Company’s confidential information (e.g. trade secrets and business strategic plans) and intellectual property.
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Company's Products	refers to water purifiers, air purifiers, mattresses, outdoor water filters ('POEs'), bidets, water softeners, massage chairs, air conditioners, food supplements and includes any other products marketed under the brand name 'Coway'.
Company's Services	refers to scheduled maintenance or care services, after sales services and includes any other services in respect of the Company's Products, marketed under the brand name 'Coway'.
Company's Products and/or Services	refers to the Company's Products and/or the Company's Services.
Competitors	refers to business entities who offer or can offer the same or similar products and/or services as the Company's Products and/or Services to Customers.
Compliance Points	refers to a demerit points system utilised by the Company's Compliance Department whereby Organisation Members who commit violations of this Code or other offences are given demerit points. Managers (hereinafter defined) will also accumulate Compliance Points for violations committed by their downlines. Compliance Points are one of the criteria considered when determining Organisation Members' eligibility for additional rewards/incentives, such as events/trips organised by the Company.
Contact Centre	refers to the place where you provide your services such as the Company's or the Customers' premises and extends to: (a) service-related social functions; (b) service-related conferences or programs/briefings; (c) service-related travels.
Customer(s)	refers to Coway's existing and/or prospective/potential customers.
Employees	refers to Coway's employees (whether on a permanent, fixed-term or temporary basis), regardless of position, including the Middle Management and Higher Management. For the avoidance of doubt, it does not include independent contractors engaged within the Organisations.
External Stakeholders	refers to Customers and/or vendors/service providers.
Higher Management	refers to Coway's Chief Executive Officer ('CEO'), Managing Director ('MD'), Chief Financial Officer ('CFO'), Chief Human Resources Officer ('CHRO') and Head of Division ('HOD').
Internal Stakeholders	refers to Employees and/or Organisation Members.
Manager(s)	refers to managers (i.e. Health Managers/Cody Managers/Homecare Technician Managers) and/or senior managers (i.e. Senior Sales Managers/Senior Cody Managers/Senior Homecare Managers) and/or general managers (i.e. Sales General Managers, General Cody Managers), as the case may be, of the Organisations.

Middle Management	refers to Group Manager of Department ('GMOD') and Manager of Department ('MOD').
Organisations	refers to Coway's HP, Cody and Homecare organisations and includes any other future organisation(s) that the Company may form from time to time to cater to the business needs of the Company.
Organisation Members	refers to Health Planners ('HPs'), Coway Ladies ('Codys'), Service Technicians ('STs'), Homecare Technicians ('HTs'), and Managers.
Personal Data	refers to any information or data that can identify an individual, e.g. name, age, identity card number, telephone number, email address, IP address, home address, photograph, financial records, credit report and employment or engagement records.
Sales Order/ Application Form	refers to forms created internally (printed or downloadable online) confirming the sale/rental of the Company's Products and/or Services as purchased by Customers, and containing the terms and conditions applicable thereto.
Three Months Cooling-off Period Policy	refers to the Company's policy in which Customer(s) who terminate their respective rental contract with the Company before the expiry of the Minimum Rental Period or the Rental Period (as defined in the respective Sales Order/Application Form), as the case may be, are prohibited for a three months' period, from entering into another contract on rental terms with the Company.

3. **REQUIREMENTS**

(a) **Compliance with Laws**

- (i) Business Associates are required to comply with all applicable laws, ordinances, regulations, orders and industry standards (collectively, "**Laws**") in all jurisdictions where they conduct business (including in all dealings with Coway).
- (ii) This includes obtaining and maintaining all necessary licenses, permits, certifications, and approvals required to conduct their business legally. Additionally, Business Associates are responsible for promptly reporting any suspected violations of the Laws to Coway through the appropriate channels.
- (iii) In case of a conflict between the requirements of this Code and the Laws, Business Associates shall comply with the provisions that impose the stricter or more demanding standard as Coway deems fit.

(b) **Conflict of Interest**

- (i) Business Associates shall not engage directly or indirectly in any personal or business activity that conflicts with the interest of Coway.
- (ii) The following actions are strictly prohibited to ensure impartiality and prevent any potential conflicts. These actions are deemed as breaches of this Code and are categorised based on their severity:

Severity	Conduct
Gross Breach	(1) Engaging in any activities that compromise, or may compromise any Internal Stakeholder's judgement or ability to act in the best interest of the Company. (2) Failing to disclose any actual or potential conflict of interest to the Company immediately upon discovery of the same. (3) Deliberately withholding or concealing significant information from your respective Organisation or the Company for personal gain or interest. (4) Soliciting and/or attempting to solicit any Organisation Members or Employees to join a Competitor. (5) Soliciting or holding meetings/discussions with any Competitors. (6) Sharing with Competitors any proprietary or confidential information of the Company including but not limited to the Company's business strategic plans, budget plans, trade secrets or any other information that may be of use to such Competitors or harmful to the Company, if disclosed. (7) Posting or sharing any information about Competitors on any platforms. (8) Selling and/or promoting the Competitors' products or services. (9) Contacting Customers to sell or promote your own or other third party's products and/or services. (10) Directly or indirectly engaging in any activities that may directly or indirectly bring profit or, commercial or business advantages to Competitors. (11) Entering into any formal or informal agreements (including oral agreements) with Competitors that could restrain competition. (12) Engaging in any bid or tender rigging activities.

(c) **Ethics & Integrity**

- (i) Business Associates are required to conduct their business with integrity, respect and transparency.
- (ii) Business Associates shall adhere to industry standards and maintain high-quality service levels when dealing with Coway by continuously seeking improvement and ensuring effective communication, reliability and responsiveness.
- (iii) In doing so, the following actions are strictly prohibited. These actions are deemed breaches of this Code and are categorised based on their severity:

Severity	Conduct
Minor Breach	(1) Ceasing provision of your services prior to the requisite contracted period. (2) Being late for services, meetings, programs/briefings and/or any events/activities organised by the Company or your respective Organisation without valid reason(s). (3) Leaving the Contact Centre when obligated to be there without prior notice or valid reason given to your Managers (where applicable)/the Company. (4) Being rude/disrespectful and/or displaying a bad attitude (verbally, in writing or through conduct) towards Internal Stakeholders or External Stakeholders.

Major Breach	<ul style="list-style-type: none"> (1) Being absent from meetings, programs/briefings and/or any events/activities organised by the Company or your respective Organisation requiring your attendance without prior notice or valid reason given to your Managers (where applicable)/the Company. (2) Wilfully refusing to carry out your obligations and/or instructions of the Company or inciting others to do so. (3) Being grossly inefficient or habitually neglecting your services which may cause financial and/or reputational damage to the Company. (4) Deliberately slowing down services or inciting others to do so. (5) Pasting, altering or removing any items on notice boards in the Company's premises (including the Contact Centre) without authority. (6) Exhibiting notices, memos, handbills or circulating papers, documents or marketing materials not issued/approved by the Company, on/in any platforms. (7) Signing documents/agreements on behalf of the Company without the Company's authorisation.
Gross Breach	<ul style="list-style-type: none"> (1) Representing yourself as an Employee instead of as an independent contractor to anyone including but not limited to the Customers, statutory bodies etc. (2) Persistently refusing to carry out instructions of the Company which may cause financial and/or reputational damage to the Company. (3) Grossly breaching a material obligation as stated in your Contract and/or any other obligations as notified by the Company from time to time. (4) Holding unauthorised activities at the Company's premises and/or the Contact Centre. (5) Sabotaging the Company's business by taking business opportunities for your own profit, or interfering with the Company's business deals or relationships with Customers. (6) Bringing the good image and reputation of the Company, Internal Stakeholders or External Stakeholders into disrepute. (7) Making false accusations, fabricated allegations or otherwise complaints against any Internal Stakeholders or External Stakeholders in bad faith. (8) Promoting or selling any products or services other than the Company's Products and/or Services to Internal Stakeholders or External Stakeholders in breach of your engagement.

(d) Dealings with Customers

- (i) Business Associates are required to maintain the highest standards of professionalism and integrity in all Customer interactions. This includes providing accurate information, delivering Coway's Product and/or Services as promised, and addressing Customers' concerns promptly and courteously.
- (ii) Business Associates shall ensure that their dealings with the Customers reflect positively on Coway, fostering trust and long-term relationship through honesty, respect and exceptional service.

- (iii) In ensuring the above, the following actions are strictly prohibited. These actions are deemed breaches and are categorised based on their severity:

Severity	Conduct
Minor Breach	<ul style="list-style-type: none"> (1) Contacting Customers to promote the Company's Products and/or Services at unreasonable hours and refusing to back off even when requested by them. (2) Spamming Customers' emails by sending promotional materials even after clear indication that they do not wish to receive any updates. (3) Failing to properly explain and/or demonstrate the Company's Products and/or Services offered or the conditions of sale/rental pertaining thereto to Customers.
Major Breach	<ul style="list-style-type: none"> (1) Collecting sales or rental proceeds in respect of the Company's Products and/or Services from Customers without the Company's authorisation. (2) Failing to comply with the Company's instructions or procedures when issuing temporary receipts (TR) to Customers. (3) Inducing Customers to purchase the Company's Products and/or Services based on a representation that the Customer may purchase at a reduced price by referring prospective Customers to you, or participating in any other form of referral selling. (4) Persuading/inciting Customers to terminate their existing rental contracts with the Company before the expiry of the Minimum Rental Period or the Rental Period (as defined in the respective Sales Order/Application Form) as the case may be, and enter into new contracts with a view to gain sales and/or commission. (5) Persuading/inciting Customers to commit acts in contravention of the Company's sales policies or regulations (such as the Three Months Cooling-off Period Policy) with a view to gain sales and/or commission. (6) Failing to comply with fundamental requirements and or/guidelines prescribed by the relevant authorities and/or the Company in setting up and/or running a roadshow. (7) Pestering Customers constantly/excessively for payments (in contravention of the guidelines set by the Company or as prescribed by the Laws). (8) Using/circulating promotional materials or advertisements with content that is misleading, false, inaccurate and/or not aligned with Company-issued materials. (9) Offering free gifts not authorised/approved by the Company to Customers. (10) Wilfully misleading or misrepresenting to Customers on the Company's sales/service policies or service regulations, terms and conditions. (11) Failing to truthfully identify yourself as a Business Associate, the Company or the Company's Products and/or Services to Customers. (12) Using false/obsolete testimonials or endorsements in respect of the Company's Products and/or Services to deliberately mislead Customers. (13) Making inaccurate verbal or written promises or warranties concerning the Company's Products and/or Services to

	<p>Customers.</p> <p>(14) Filling in inaccurate or false information (including information that does not belong to the particular Customer) in the Sales Order/Application Forms (physical, on applications or online platforms) on behalf of Customers.</p> <p>(15) Filling in the Sales Order/Application Forms (physical, on applications or online platforms) on behalf of Customers without their prior written consent.</p>
Gross Breach	<p>(1) Selling the Company's Products and/or Services by way of fraudulent means (e.g. misrepresenting to Customers that the Company's Products and/or Services are sold at a discounted rate, by way of sponsorship or on a promotion that has not been authorised/approved by the Company).</p> <p>(2) Allowing unauthorised persons to conduct sales or provide services on your behalf.</p> <p>(3) Making payments, whether in respect of rental/outright sales, on behalf of Customers.</p> <p>(4) Failing to submit payments received from Customers to the Company within three (3) business days (or any other period required by the Company) from the date of receipt of such payments.</p> <p>(5) Failing to comply with the Company's directions or procedures when handling Customers' payments.</p> <p>(6) Accepting sales from any former Organisation Members.</p> <p>(7) Conducting sales or advertising for sales in respect of the Company's Products and/or Services on any third party online shopping platforms.</p> <p>(8) Committing scams or fraud on Customers.</p> <p>(9) Using misleading, deceptive or unfair sales practices which may cause financial and/or reputational damage to the Company.</p> <p>(10) Offering, giving, soliciting or accepting any payments, gifts, bribes, secret commissions, favours or other business courtesies that constitute or could reasonably be perceived as constituting, unfair business inducements or that would violate the Laws or the Company's policies.</p> <p>(11) Engaging in proxy sales.</p> <p>(12) Failing to furnish Customers with a copy of the Sales Order/Application Form prior to or at the time of sale.</p> <p>(13) Failing to furnish Customers with a receipt or a copy of the duly signed (by the respective Customer) Sales Order/Application Form immediately after the sale is concluded.</p> <p>(14) Signing Sales Order/Application Forms or any other forms, notices or documents (physical, on apps or other online platforms) on behalf of External Stakeholders.</p>

(e) Safe Business Environment

- (i) Business Associates are required to maintain a safe and healthy business environment in all their business operations and dealings with Coway and/or the Customers. This includes complying with all relevant health and safety Laws, identifying and mitigating potential hazards, and ensuring all its personnel are adequately trained and equipped to perform their tasks safely.

- (ii) Business Associates must take measures to prevent injuries and accidents at its place of business and/or the Contact Centre and avoid any improper or illegal activities.
- (iii) Business Associates shall use the Company's Assets responsibly and not engage in any misuse.
- (iv) By prioritising safety and ethical conduct, Business Associates contribute to a secure and productive business environment, reflecting Coway's commitment to the well-being of all its Internal Stakeholders and External Stakeholders.
- (v) In ensuring the above, the following actions are strictly prohibited. These actions are deemed breaches and are categorised based on their severity:

(v.1) Unsafe Business Conduct/Business Environment

Severity	Conduct
Minor Breach	(1) Negligently causing or conducting yourself so as to cause minor accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders.
Major Breach	(1) Negligently causing or conducting yourself so as to cause major accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders. (2) Deliberately or recklessly causing or conducting yourself so as to cause minor accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders.
Gross Breach	(1) Negligently, deliberately or recklessly causing or conducting yourself so as to cause serious accidents/injuries including death to other persons including Internal Stakeholders or External Stakeholders. (2) Negligently, deliberately or recklessly causing or conducting yourself so as to cause major accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders.

(v.2) Immoral/illegal activities at or outside the Contact Centre

Severity	Conduct
Major Breach	(1) Making comments or remarks on rumours or speculations about Internal Stakeholders, External Stakeholders or the Company's Products and/or Services, at or outside the Contact Centre. (2) Speaking to the media/media representatives on behalf of the Company without the Company's authorisation. (3) Making false or malicious accusations about Competitors, i.e. making misleading or false comparisons. (4) Committing or participating in any immoral acts or having an improper relationship of sexual nature with Internal Stakeholders or External Stakeholders. (5) Arguing so as to provoke Internal Stakeholders or External Stakeholders.
Gross Breach	(1) Abusing authority or improperly using your position to gain monetary or any other kind of personal benefit from the Organisations or the Company. (2) Committing any immoral or illegal acts (in or outside the Contact

	<p>Centre) which undermine the Company's business or image, or which may cause financial and/or reputational damage to the Company.</p> <p>(3) Committing or engaging in any form of harassment, violence, abuse or assault (e.g. hurling items or provoking) towards, or threatening to harm or injure Internal Stakeholders or External Stakeholders.</p> <p>(4) Participating in any unlawful strikes or picketing and/or refusing to carry out your contractual obligations while coercing or inciting others to join you in your refusal.</p> <p>(5) Being convicted and/or imprisoned for any criminal offence by a court of law.</p> <p>(6) Forging the signature of Internal Stakeholders on any agreements to which the Company is a party to or the Company's official documents.</p> <p>(7) Forging the signature of Internal Stakeholders on any documents/letters/forms.</p> <p>(8) Deliberately or negligently misrepresenting facts to obtain contract or other material or non-material advantage in the Company.</p> <p>(9) Failing to disclose any serious infections or contagious diseases (e.g. Hepatitis, Aids and Tuberculosis, Covid-19) to your superior(s)/the Company.</p> <p>(10) Producing fake documents or falsifying documents to mislead Internal Stakeholders or External Stakeholders.</p> <p>(11) Wilfully or negligently misrepresenting or falsifying information contained in the Company's documents to mislead External Stakeholders or the public.</p> <p>(12) Wilfully or negligently misleading External Stakeholders by making commitments or guarantees on behalf of the Company without authorisation.</p> <p>(13) Spreading rumours or, making false or malicious statements about Internal Stakeholders or External Stakeholders, or the Company's Products and/or Services at or outside the Contact Centre.</p>
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(v.3) Misuse of the Company's Assets

Severity	Conduct
Major Breach	<p>(1) Using the Company's name to support or oppose any local or overseas political parties and/or its agenda/activities, directly or indirectly.</p> <p>(2) Using the Company's name to make offensive, biased or discriminatory remarks about any race, religion, ancestry, sexual orientation, handicap, disability or any other sensitive subject matters.</p> <p>(3) Using the Company's logo and/or name, trademark, the names or images of the Company's spokespersons, influencers or ambassadors on promotional materials without the Company's approval or authorisation.</p> <p>(4) Providing services other than the Company's Products and/or Services to Customers or other third parties using the Company's Assets.</p>

Gross Breach	<ul style="list-style-type: none"> (1) Stealing or attempting to steal the Company's Assets. (2) Misappropriating the Company's Assets for personal use or for the use of others. (3) Intentionally or recklessly damaging the Company's Assets. (4) Removing and/or selling the Company's Assets without authorisation. (5) Misusing the Company's Assets for purposes other than providing the Company's Services. (6) Using the Company's trademarks, brand names, logo, copyrights, product package designs, promotional materials, the names or images of the Company's spokespersons, influencers or ambassadors to sell your own/any other third party's products and/or services. (7) Using the Company's trademarks, brand names, logo, copyrights, product package designs, promotional materials, the names or images of the Company's spokespersons, influencers or ambassadors to sell the Company's Products and/or Services on your own social media sites or websites without proper authorisation or approval. (8) Reselling the Company's Products and/or Services at a higher price for personal gain. (9) Misappropriating or embezzling any funds or any other monetary assets of the Company.
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(f) **Confidentiality and Data Privacy**

- (i) Business Associates must respect Coway's intellectual property, trade secrets and other confidential, proprietary, personal or sensitive information, in which, highest standards of confidentiality and data protection must be practiced in all their business operations and dealings and/or interactions with Coway and/or the Customers.
- (ii) This involves safeguarding any confidential, personal and sensitive information received from Coway or the Customers and ensuring that such information is not disclosed to unauthorised parties. Business Associates must comply with all relevant data protection/privacy Laws and regulations, implement appropriate security measures to protect such information, and promptly report any data breaches or security incidents to Coway.
- (iii) By prioritising confidentiality and data privacy, Business Associates help maintain trust and integrity in Coway's business relationships, reflecting Coway's commitment to privacy and security.
- (iv) In ensuring the above, the following actions are strictly prohibited. These actions are deemed breaches of this Code and are categorised based on their severity:

Severity	Conduct
Gross Breach	<ul style="list-style-type: none"> (1) Disclosing trade secrets or confidential records or information concerning the Company to Competitors or any third parties. (2) Misusing Customers' or Internal Stakeholders' Personal Data. (3) Disclosing Personal Data of Internal Stakeholders or External Stakeholders to unauthorised persons without consent. (4) Displaying posters, notices or notes containing Customers' Personal Data (including payments owed or overdue) at the

	<p>Customer's residence/Contact Centre or any public area or platform (including social media sites).</p> <p>(5) Copying confidential files containing Personal Data of Internal Stakeholders or External Stakeholders from the Company's databases, systems or platforms including but not limited to eTrust System, Service Care App, eMall etc., to personal electronic devices (including printing any files/documents/information and taking photographs of the contents of such files/documents).</p> <p>(6) Disclosing or attempting to disclose any ongoing internal investigations relating to a complaint or matter to unauthorised persons.</p>
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(g) Incitement of Breaches & Company's Instructions

- (i) Business Associates must not incite or assist others in violating this Code and shall at all times comply with the Company's instructions and requirements, whether written or otherwise.
- (ii) In ensuring the above, the following actions are strictly prohibited. These actions are deemed breaches of this Code and are categorised based on their severity:

Severity	Conduct
Minor Breach	(1) *Inciting or aiding another Organisation Member or an Employee to commit any one of the "Minor Breaches" or other uncategorised breaches with similar severity listed in Paragraph 3 herein.
Major Breach	<p>(1) Contravening the Company's rules and regulations, policies or operating procedures.</p> <p>(2) *Inciting or aiding another Organisation Member or an Employee to commit any one of the "Major Breaches" or other uncategorised breaches with similar severity listed in Paragraph 3 herein.</p>
Gross Breach	<p>(1) Persistently contravening the Company's rules and regulations, policies or operating procedures.</p> <p>(2) Contravening the Company's rules and regulations, policies or operating procedures which may cause financial and/or reputational damage to the Company.</p> <p>(3) Contravening any Laws (including the Direct Selling Association of Malaysia Code of Conduct, anti-bribery and corruption laws, the Personal Data Protection Act 2010, etc.).</p> <p>(4) *Inciting or aiding another Organisation Member or an Employee to commit any one of the "Gross Breaches" or other uncategorised breaches with similar severity listed in Paragraph 3 herein.</p>

* Severities of uncategorised breaches in Paragraph 3 shall be solely determined by Coway.

4. CONSEQUENCES

- (a) A breach of this Code may result in actions being invoked against Business Associates, in addition to any contractual or legal remedies. The actions which Coway may take shall depend

on the severity of the breach i.e. varying from minor to gross as stated above or as determined by Coway, as set forth below:

- (i) issue a written reprimand;
- (ii) impose penalties e.g.: forfeit incentives or remuneration of any kind offered by the Company or the right to participate in any contests/events/trips organised by the Company or any Organisation;
- (iii) impose Compliance Points;
- (iv) terminate Business Associate's engagement in accordance with the terms of the Contracts; and/or
- (v) impose any other reprimanding action(s) that commensurate with the gravity of the breach, as Coway deems appropriate.

Depending on the breach, Coway may also lodge a police report and/or file a complaint or inform the relevant authorities (where applicable).

- (b) If Business Associate is a Manager and his downline(s) commit any Gross Breaches of this Code, Coway may proceed to take the actions as set forth below:

- (i) impose penalties e.g. forfeit incentives or remuneration of any kind offered by the Company or the right to participate in any contests/events/trips organised by the Company or any Organisation;
- (ii) impose Compliance Points; and/or
- (iii) take any other action(s) as Coway deems appropriate.

For the avoidance doubt, these actions will be applied concurrently to all levels of Managers associated with the downline(s).

5. MANAGERS' RESPONSIBILITIES TOWARDS DOWNLINES

Managers are expected to lead by example, acting ethically and ensuring compliance with this Code at all times. In doing so, Managers shall educate its downline(s) of this Code by conducting at least one briefing with its downline(s) to promote and ensure compliance with this Code.

6. REPORTING & ENQUIRIES

If you need advice or wish to raise a concern, start with your Managers (where applicable) or the Middle Management (applicable to general managers only) – he or she is in the best position to understand and take appropriate action. If you feel uncomfortable speaking with your Managers (where applicable) or the Middle Management (applicable to general managers only), you may contact the following resources:

Matter	Resource	Contact Information
Reporting any violation of this Code	Compliance Department – Guardian of Coway	(i) Guardian of Coway via eTrust System; (ii) compliance@coway.com.my
Legal queries	Legal Department	legal@coway.com.my
Enquiries on this Code	Compliance Department	compliance@coway.com.my

This Code may from time to time be revised by Coway, as deemed necessary. Coway may use reasonable efforts to bring any significant changes to this Code to your attention.

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