



Lhoist (Malaysia) Sdn Bhd (762963-K)

A Lhoist Group Company

Date : 27th May 2021

TO ALL SUPPLIERS

VIA EMAIL

Attention: To Whom It May Concern

Dear Sir/Madam

RE : NOTICE TO STRICTLY COMPLY WITH COVID-19 STANDARD OPERATING PROCEDURES

1. Reference is made to our letter dated 27th May 2021 relating to compliance of COVID-19 Standard Operating Procedures ('SOP') in relating to COVID-19.
2. This is a notice to remind you that you and your employees, representatives, agents, contractors, directors ('Representatives') are required to strictly comply with the SOPs issued and updated from time to time by:
 - a. Lhoist (Malaysia) Sdn. Bhd. ('Lhoist'),
 - b. National Security Council ('NSC'),
 - c. Ministry of International Trade and Industry ('MITI'); and,
 - d. Ministries and Government Authorities of Malaysia relating to COVID-19; (collectively referred to as 'COVID-19 SOP') whichever is stricter.
3. Pursuant to paragraph 2, please be warned that you and your Representatives are required to (amongst others):
 - a. practice social distancing (including ensuring a minimum of 1-meter distance between individuals) at all places and times within any premises of Lhoist;
 - b. wear all necessary COVID-19 personal protective equipment (including face mask, and where required face shield and face mask) at all places and times within any premises of Lhoist (except when eating or drinking and on condition that face masks is worn back immediately after eating and drinking);
 - c. to login to MySejahtera; and
 - d. reduce your manpower to 60% (at each applicable premises of Lhoist) without compromising on the quality of your services and safety practices.
4. To curb the spread of COVID-19 and to avoid business closure or disruption to Lhoist, you are responsible and liable to ensure for you and your Representatives strict compliance with Paragraph 3 or COVID-19 SOP.
 - a. Please take note breach or non-compliance from you or your Representatives with Paragraph 3 or COVID-19 SOP could result in closure of Lhoist's premises which would create a production loss, operation loss, business loss, sale loss, reputation loss and supply chain loss.
5. In the event you or your Representative is in breach of or fail to comply with Paragraph 3 or COVID-19 SOP, you will be liable to pay and indemnify Lhoist **a minimum of RM**

50,000 and up to the total liabilities incurred by Lhoist, which includes: (i) any and all injuries and damages to any property or person; (ii) damages, losses, legal fees, costs and expenses (including production loss, operation loss, business loss, sale loss, reputation loss and supply chain loss); in connection with such breach or non-compliance ('Liabilities').

6. Please take note any claim for the minimum payment is without prejudice to Lhoist's rights to claim for the balance Liabilities.
7. All payment must be paid to the Company within 10 days from the date of demand by the Company. The Company may recover all payment owed by setting off any sum due or which may become due for payment by the Company.
8. Please note that this letter will be binding between the Parties upon your receipt of the same via electronic mail. If you have any concerns, please us know within 24 hours of receipt of this letter.
9. If you have any questions, please contact our Head of Operations, Fahmee Ne'Man at Fahmee.neman@lhoist.com or Legal Counsel Asia, Parvathy Devi at Parvathy.devi@lhoist.com.

Thank you for your collaboration.

For and on behalf of

Lhoist (Malaysia) Sdn Bhd,



Mariusz Janas
VP & General Manager Lhoist Asia