



# **MEGA SQUARE SDN BHD**

## **COMPETITION AND ANTI-TRUST POLICY**

MSSB-012 Rev.00.202306

## **MSSB Competition and Anti-Trust Policy**

### **Objective**

Mega Square Sdn Bhd ("MSSB") is committed to conducting its business in compliance with competition and antitrust laws (in particular, Competition Act 2010 and Competition Commission Act 2010), trade regulations, and restrictions of recognized national (Malaysian Competition Commission "MyCC") and international authorities. This policy outlines our commitment to understanding, adhering to, and monitoring compliance with these laws and regulations.

### **Collusion**

We must not collude with our competitors (horizontal agreement) (directly or indirectly via any third party) to:

- fix prices or any element or aspect of pricing (including rebates, discounts, surcharges, pricing methods, payment terms, the timing, level or percentage of price changes, or terms of employment)
- fix other terms and conditions
- divide up or allocate markets, customers or territories
- limit or prevent production, supply or capacity
- influence the outcome of a competitive bid process
- exchange commercially sensitive information or otherwise restrict competition

### **Meeting with competitors and competitor information**

Any meeting or direct or indirect contact with competing manufacturers should be treated with extreme caution. We must keep careful records of them, and break off if they are, or they may be seen as, anticompetitive.

The same approach should be taken with other companies if the contact relates to competition between them and us. Not all arrangements with competitors are problematic. Legitimate contact can be in the context of trade associations, certain limited information exchange and joint initiatives on regulatory engagement or public advocacy - as long as it does not restrict competition or involves risks being viewed as collusive.

We may only gather information about our competitors by legitimate legal means, and in compliance with competition law.

### **Abuse of Dominant position**

Generally, principles related to abuse of dominant position do not apply to MSSB as we are not in a dominant position. “Dominant position” refers to one or more enterprises possessing such significant power in a market that they are able to adjust prices, outputs, or trading terms without effective constraint from competitors or potential competitors or a market share of above 60%, as guided by MyCC.

However, MyCC has provided a list of non-exhaustive factors which may be deemed as an abuse of a dominant position and where applicable, MSSB is committed not to perform any of the following activities:

- directly or indirectly imposing an unfair purchase or selling price or other unfair trading conditions;
- limiting or controlling (i) production; (ii) market outlets; (iii) market access; (iv) technical or technological development; or (v) investment, to the detriment of consumers;
- refusing to supply to a particular enterprise or group/category of enterprises;
- applying different trading conditions to equivalent transactions to an extent that may harm competition;
- making the conclusion of a contract subject to acceptance by the other parties of supplementary conditions which, by their nature or according to commercial usage, have no connection with the subject matter of the contract;
- any predatory behavior toward competitors; or
- buying up a scarce supply of intermediate goods or resources required by a competitor.

### **Training and Monitoring**

Training shall be provided to the relevant teams or personnel within MSSB, e.g, the Marketing and Purchasing department or any other personnels dealing with competitors or suppliers.

If any suspicious activity is identified, please raise a concern to the General Manager or through **concerns@megasquare.com.my** or through the reporting channel of ‘Let’s talk’ available at **<http://megasquare.com.my/publications/>**