

## 1. Introduction

- 1.1. The companies seeking to procure goods and/or services through procure.bn (hereinafter individually referred to as the “**Client**”) expect their suppliers and service providers, including but not limited to, professional service providers such as advisors, consultants, and other business associates (hereinafter referred to collectively as “**suppliers**”) to uphold the provisions as outlined in this Supplier Code of Conduct (“**Code**”). All suppliers, regardless of their entity type —incorporated or unincorporated, local or international— must adhere to this Code when conducting business with the Client.
- 1.2. The Client reserves the right to amend and update this Code from time to time. Suppliers will be notified of any changes, and it is their responsibility to ensure compliance with the updated Code.

## 2. Compliance with Laws

- 2.1. Suppliers must adhere to all applicable laws and regulations. This includes, but is not limited to, laws and regulations pertaining to labour practices, environmental protection, health and safety, anti-corruption, data protection and privacy, filing of required forms and returns to the relevant authority(ies), and payment of income tax and withholding tax to the Collector of Income Tax.

## 3. Conflict of Interest

- 3.1. Suppliers must avoid any situations that create or appear to create a conflict of interest in their dealings with the Client. A conflict of interest occurs when the supplier’s personal interests or relationships interfere with its duties to the Client.
- 3.2. Examples of conflicts of interest include:
  - 3.2.1. Personal relationships with the Client’s employees and/or officers that could influence business decisions;
  - 3.2.2. Having significant investments or financial interests in the Client or a competitor; and
  - 3.2.3. Where the supplier’s employee is a member of the board of directors of the Client.
- 3.3. Suppliers are required to disclose any potential or actual conflicts of interests to the Client, including any existing personal or family relationships with the Client’s employees and/or officers, even if such knowledge arises after appointment. If in doubt, the supplier should always err on the side of caution and disclose the potential conflict.
- 3.4. Suppliers are expected to take action to proactively address any conflict as soon as it is known, and may be required to disclose their procedure for dealing with the conflict.

## 4. Confidentiality, Information Protection and Privacy

- 4.1. Suppliers must ensure the confidentiality, integrity, and security of all information entrusted to them by the Client. This includes, but is not limited to, financial information, business plans, customer information, intellectual property, and any other proprietary information.
- 4.2. Suppliers must not disclose any confidential information to unauthorised individuals or entities without specific approval and consent from the Client. Any external sharing of such information must be supported by a valid business requirement, and suppliers must ensure that the recipient signs a non-disclosure agreement to protect the Client’s interests. When in doubt, suppliers should seek clarification from the Client before releasing any information.
- 4.3. Suppliers must implement and maintain appropriate security measures and safeguards to protect the Client’s information from, among others, unauthorised access and theft.

4.4. Suppliers must comply with all applicable data protection and privacy laws and regulations. This includes ensuring that any personal data collected, processed, or stored on behalf of the Client is handled in accordance with these laws and the Client's privacy policies.

4.5. In the event of a data breach or any security incident that compromises the confidentiality, integrity, or security of the Client's information, suppliers must promptly inform the Client and cooperate fully in any investigations and remediation efforts.

## **5. Anti-Bribery and Corruption**

5.1. Suppliers must not, directly or indirectly, offer, give, receive, or solicit any form of bribe, kickback, facilitation payments, or other similar unethical payment or benefit to or from the Client or any employees of the Client. Suppliers should promptly report to the Client if any of the Client's employees or business associates request for any such payment or benefit.

5.2. Suppliers must not offer any gifts or hospitality to the Client's employees and/or anyone acting on the Client's behalf, other than marketing collaterals of nominal value such as diaries or calendars. Suppliers must ensure that any such gifts of nominal value must nonetheless not influence or be perceived to influence the business decisions of the employee or person. It is the Client's policy that all gifts received by its employees, regardless of the value, must be declared and recorded.

## **6. Labour**

6.1. Suppliers must comply with all applicable labour laws and regulations, and adhere to the following provisions:

6.1.1. Suppliers must not engage in or support the use of child labour in any aspect of their operations.

6.1.2. Suppliers must prevent all forms of forced, bonded, or indentured labour, including human trafficking, from taking place in any aspect of their operations.

6.1.3. Suppliers must promote a fair and equitable work environment that is free from discrimination and harassment for all employees.

6.1.4. Suppliers must pay their employees and workers at least the minimum wage required by law, if applicable, and provide all legally mandated benefits.

## **7. Health and Safety**

7.1. Suppliers must provide workers with a safe and healthy working environment, in compliance with all applicable laws and regulations.

7.2. Suppliers should take proactive measures to prevent accidents and minimise health risks. This includes taking reasonable care to ensure that all workers are protected against processes, substances and work methods which are unsafe, and the implementation of health and safety management practices and procedures.

7.3. Suppliers must have procedures in place to handle emergencies, including emergency response plans and adequate safety training for workers.

## **8. Environment**

8.1. Suppliers must comply with all applicable environmental laws and regulations, including those related to waste disposal, toxic substances, and emissions.

8.2. Suppliers are expected to conduct their operations in a manner that minimises their impact on the environment. This includes, for example, the adoption of sustainable practices to reduce waste, conserve energy and water, and minimise their carbon footprint.

**9. Compliance with the Code**

- 9.1. Suppliers are responsible for communicating the provisions of this Code to their employees and individuals assigned to perform work for or on behalf of the suppliers. Where necessary, suppliers should ensure that appropriate training is provided to ensure that these individuals understand and adhere to the Code's provisions. Suppliers who require further clarification about this Code may direct any questions to the Client.
- 9.2. Should any situation arise that causes the supplier to operate in violation of this Code, or if the supplier becomes aware of any such violation, they must inform the Client as soon as possible. Suppliers are expected to cooperate fully in any investigations related to these violations.
- 9.3. The Client reserves the right to conduct supplier audits to verify compliance with this Code. Suppliers may be required to, among other things, complete self-assessment questionnaires, provide proof of compliance, and otherwise demonstrate that the Code is being adhered to.
- 9.4. The Client reserves the right to terminate its business relationship with any suppliers who fail to comply with this Code and/or remove them from procure.bn's list of registered suppliers. If the Client believes that the standards in this Code are not being effectively applied, it reserves the right to suspend the business relationship until satisfactory progress has been made or the issue has been resolved.

**10. Reporting**

- 10.1. Suppliers are encouraged to report any suspected violations of this Code to their primary contact with the Client.
- 10.2. Suppliers must prohibit retaliation in any form against anyone who, in good faith, reports any actual, suspected, or potential violation of this Code, or any illegal or unethical behaviour. The Client will not tolerate retaliation against anyone who raises concerns in good faith.
- 10.3. The Client is committed to thoroughly reviewing and evaluating all concerns received. Each concern will be carefully assessed before it is referred for investigation, if appropriate, and the Client will take appropriate action where unethical behaviour is found.

**11. Acknowledgment**

- 11.1. Acknowledgement of this Code is a prerequisite for registration on procure.bn and in every contract with the Client. By agreeing to this Code, the supplier acknowledges and agrees to comply with the provisions contained herein.
- 11.2. Suppliers will be required to submit an acknowledgement via procure.bn confirming that they have complied with the provisions contained in this Code on a yearly basis.