



# **BAKER TECHNOLOGY LIMITED & SUBSIDIARIES**

(collectively “Group”)

## **CORPORATE OPERATING PROCEDURES**

### **Supplier Code of Conduct**

Revision	Date	Remarks	Document and Revision number	Prepared	Approved
0	21 Feb 2023	Approved for Use	BTL-SOP-CORP-009	JY	JC

This is a Controlled Document

All queries, suggestions, interpretation, clarification or change request shall be addressed at the first instance to the CEO or if unavailable his delegate.

© Copyright: This Document is the property of Baker Technology Group (Baker Technology Limited and its Subsidiaries and Associates). All rights reserved. Neither the whole nor any part may be disclosed to others or reproduced without the prior consent of the Copyright Owner.

## Table of Contents

1.0	Introduction .....	3
2.0	Scope of Application .....	3
3.0	General Principles .....	3
3.1	Compliance with Laws, Regulations and Standards .....	<b>Error! Bookmark not defined.</b>
3.2	Business Integrity, Anti-bribery and Anti-corruption .....	<b>Error! Bookmark not defined.</b>
3.3	Conflict of Interest .....	<b>Error! Bookmark not defined.</b>
3.4	Fair Trade and Competition .....	<b>Error! Bookmark not defined.</b>
3.5	Labour Practices and Human Rights .....	4
3.6	Modern Slavery .....	4
3.7	Child Labour .....	4
3.8	Freedom of Association and Trade Unions .....	5
3.9	Non-discrimination/Non-Harassment .....	5
3.10	Work Environment and Pollution Prevention .....	5
3.11	Workplace Health and Safety .....	5
3.12	Hazardous Substances .....	6
3.13	Intellectual Property and Confidentiality .....	6
3.14	Personal Data and Privacy .....	6
3.15	Documentation and Records .....	6
3.16	Export and Economic Sanctions .....	6
4.0	Other Group Policies, Standards, Procedures and Practices .....	6
5.0	Duty to Comply .....	6
6.0	Queries, Feedbacks and Complainants Reporting and Whistleblowing .....	7

## 1.0 Introduction

- 1.1 Baker Technology Limited and its subsidiaries (collectively referred to as the “Group”) are committed to conducting its business in an ethical, legal and socially responsible manner with the objective of building and maintaining a sustainable and resilient supply chain for the benefits of all stakeholders.
- 1.2 To achieve this objective, the Group requires all suppliers to embrace and share its commitments when discharging their obligations in the provision of goods and/or services to the Group. For alignment with these commitments, the Group has therefore developed this Supplier Code of Conduct (“Code”) which sets out the minimum standards of practice for compliance by all suppliers.

## 2.0 Scope of Application

- 2.1 This Code will apply to all existing and new suppliers (collectively referred to as “Suppliers” and individually as “Supplier”) who intend to collaborate or do business with the Group as a Supplier of goods and/or services regardless whether a Supplier is based locally in Singapore or any other jurisdictions across the world.
- 2.2 Suppliers are expected to implement and maintain policies, standards, procedures and practices that are aligned and consistent with this Code. To ensure compliance, the Group will endeavour to work with Suppliers in implementing the Code and may, from time to time, engage and monitor a Supplier in the manner set forth below:
- (a) request Supplier to complete self-assessment questionnaire;
  - (b) request Supplier to show proof of compliance with the Code;
  - (c) request Supplier to take such actions as the Group shall deemed appropriate for compliance with the Code; or
  - (d) conduct Supplier audits to verify compliance with the Code.
- 2.3 If there is any non-compliance of the Code or the Code is found not to be effectively applied or adopted by a Supplier, this will have a negative impact on the ability of the non-compliant Supplier to do business with the Group in which event appropriate actions may be taken against such non-compliant Supplier which may include, but not limited to, the following:
- (a) remedial actions by non-compliant Supplier to implement corrective measures;
  - (b) temporary suspension of contract where the failure or breach is curable; or
  - (c) termination of contract where the failure or breach is deemed by the Group to be severe or material.

## 3.0 General Principles

Each and every Supplier of the Group must observe and comply with the following:

### 3.1 Compliance with Laws, Regulations and Standards

Supplier must conduct, operate and comply with all applicable laws, rules, regulations, codes and standards in the jurisdiction where it operates. If there are any inconsistency or conflict in the requirements, standards or practices, the higher or more stringent shall apply.

### 3.2 Business Integrity, Anti-bribery and Anti-corruption

The Group has a zero-tolerance policy in any and all forms of bribery, corruption, extortion, and embezzlement. Supplier must at all times uphold and maintain the highest standards of ethical behaviour and integrity in all business dealings or transactions. Bribes or any other means of obtaining undue or improper advantage must not be promised, offered, authorised, given or accepted. No funds or assets of Supplier shall be paid, loaned or otherwise disbursed as bribes, "kickbacks", or disguises in such other payments designed to influence or compromise the conduct of the Group, its employees, directors, officers or representatives.

Supplier must comply with applicable anti-bribery and anti-corruption laws including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act, the Singapore Prevention of Corruption Act and must have adequate policies and procedures in place to enforce and monitor compliance with such laws.

### 3.3 Conflict of Interest

Supplier must avoid situations where actual, potential or perceived conflicts of interest with any of the Group's employees, directors or officers in attempting to influence, directly or indirectly, any favourable decision by the latter in order to derive personal benefits or in kind, or for the benefit or interest of related others, financial or otherwise. If such a conflict shall arise, Supplier must immediately disclose the same to the Group so that appropriate steps or actions can be taken or addressed.

### 3.4 Fair Trade and Competition

Supplier must compete fairly in its business dealings based on applicable trade, anti-trust and competition laws. Supplier must, where applicable, disclose pertinent information regarding business activities, structure, financial situation and performance in accordance with applicable laws.

### 3.5 Labour Practices and Human Rights

The Group expects Supplier to respect and support the protection of human rights of their workers and others affected by their activities and these include the Universal Declaration of Human Rights and its implementation through the United Nations Guiding Principles on Business and Human Rights.

### 3.6 Modern Slavery

Supplier must not use any form of forced, bonded (including debt bonded), indentured or involuntary prison labour, slavery, or human trafficking in conducting its business operations or activities.

### 3.7 Child Labour

Supplier must ensure that their business operations or activities are free from exploitation of child labour. The Group adopts the meaning of child labour as defined by the International Labour Organisation which refers to "*work that is mentally, physically, socially or morally dangerous and harmful to children; and/or interferes with their schooling*".

### 3.8 Freedom of Association and Trade Unions

Supplier is expected to respect the right of their workers to form and join trade unions as well as to bargain collectively. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

### 3.9 Non-discrimination/Non-Harassment

The Group embraces equal opportunity, non-discrimination and prohibition on harassment and expect Supplier not to engage in, or support harassment or discrimination based on race, colour, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, or marital status in hiring and employment practices. Supplier shall promote equal opportunities.

### 3.10 Work Environment and Pollution Prevention

The Group requires Supplier to implement measures to minimise impact to the environment in carrying out its operations or business activities to the extent of providing a safe and healthy work environment for their workers and anyone who could be impacted by the same. Supplier must also implement measures to prevent pollution and minimize generation of waste and emissions at the source or by practices such as adding pollution control equipment; modifying production, maintenance and facility processes; or through such other means.

### 3.11 Workplace Health and Safety

Supplier must implement effective workplace occupational health and safety prevention and remediation policies and procedures which comply with industry, national and international standards in addition to the Group's Occupational Health and Safety policy. This also includes taking reasonable care to ensure all workers are protected against processes, substances and work methods which are unsafe. In so doing, Supplier is expected to identify and assess workplace hazards (e.g., chemical, electrical, and other energy sources, fire, vehicles, and fall hazards) and control these through proper design, engineering and administrative controls, preventative maintenance and safe work procedures and training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment.

### 3.12 Hazardous Substances

Chemicals, waste, and other materials posing a hazard to humans, or the environment are to be identified, labelled and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

### 3.13 Intellectual Property and Confidentiality

Supplier must respect the intellectual property rights (such as patents, trademarks and copyrights) of others including the Group and its clients. Supplier must take appropriate steps to safeguard and maintain confidential and proprietary information made available by the Group and shall use such information only for the purposes specified for use by the Group in addition to such other requirements

as to their use as may be established by the Group. Due to the confidential nature of the work undertaken by the Group, Supplier is further prohibited from taking any photograph at the yard (be it for a project or of any employee or otherwise) unless permission is granted by an authorised representative of the Group. Supplier shall not transmit confidential or proprietary information of the Group or its clients by any means or methods unless written approval has been given.

### 3.14 Personal Data and Privacy

Supplier must commit to protecting the privacy of personal information of everyone it does business with, including suppliers, customers, consumers and employees. Supplier must comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and/or shared.

### 3.15 Documentation and Records

Supplier must create and maintain documents and records including business, financial and personal data to ensure regulatory compliance and conformity to legal and regulatory requirements along with appropriate confidentiality to secure and protect personal data and privacy.

### 3.16 Export and Economic Sanctions

Supplier must comply with all applicable sanctions regulations that apply to doing business with or in certain foreign countries. In particular, Supplier must not perform its obligations in any way that would cause the Group nor itself to be in violation of the U.S. nor International Export Controls. Neither Supplier nor any of its affiliates, nor any officer or director of the Supplier or any of their affiliates, should be included on any sanctioned lists compiled by the U.S. government or any other national or international body.

## 4.0 **Other Group Policies, Standards, Procedures and Practices**

Depending on the type or nature of goods and/or services to be supplied under the contract, Supplier must comply with such other applicable policies, standards, procedures and practices prescribed by the Group in addition to this Code.

## 5.0 **Duty to Comply**

Every Supplier has a duty to comply with this Code which is a prerequisite in every contract with the Group for supply of any goods and/or services. Upon award and signature of the contract and/or acceptance of the purchase order, Supplier confirms that its business operations and activities fulfil the requirements stipulated in this Code and the Code shall be deemed incorporated and form an integral part of any contract or purchase order with the Group.

## 6.0 **Queries, Feedbacks and Complaints Reporting and Whistleblowing**

6.1 Suppliers who have queries about the Code can approach their point of contacts within the Group. Stakeholders who would like to report a potential breach of the Code or have any concerns about illegal, unethical or improper conduct can avail of the Group's Whistleblowing Policy on the Group website (<https://www.bakertech.com.sg>).



**Revision History**

Rev No.	Issue Date	Description of Changes	Clause #	Signature
0	21 February 2023	Initial release	N.A.	