

SUPPLIER CODE OF CONDUCT

Jurong Port Private Ltd. (“JPPL”) expects all its Suppliers to adhere to the highest ethical standards when conducting business with JPPL. A “Supplier” means any individual or entity including all persons employed (whether full time or part time or in any other way) (“Employees”) by that supplier as well as their sub-contractors and/or agents and/or service providers appointed by that supplier which supplies/provides goods and services to JPPL. For the avoidance of doubt, “Supplier” includes but is not limited to any contractor as may be engaged from time to time by any member of JPPL to supply equipment, labour and/or works, as well as any supplier as may be engaged from time to time by any member of JPPL to supply food, amenities and/or other services.

This Code of Conduct (“Code”) sets out the standards expected of the Supplier. The Code does not create any binding obligation on JPPL and JPPL reserves the right to amend the Code from time to time. The Code can also be found at the following website: <https://supplierportal.jp.com.sg/jportal/documents/CODE%20OF%20CONDUCT.pdf>.

1. COMPLIANCE WITH APPLICABLE LAWS

JPPL expects that its Supplier fully complies with all applicable laws and regulations of the countries where (a) the Supplier’s operations are based; and (b) where the goods and/or services are provided to JPPL. This includes (but is not limited) to laws relating to competition, labour and employment, health and safety, environmental, intellectual property and anti-corruption laws. In addition, the Supplier should accurately maintain its financial and business records in accordance with the applicable laws, as well as generally accepted accounting principles. Fair competition is to be practiced in accordance with applicable laws and all business activities and commercial decisions that restrict competition or may be deemed to be uncompetitive are to be avoided.

2. LABOUR LAWS/REGULATIONS

JPPL is committed to treating all people with dignity and respect, and expects its suppliers to do likewise. Suppliers must create and maintain a meritocratic working environment that provides equal opportunity for all of their employees. Suppliers must not apply discriminatory methods when considering anyone for employment. For example, suppliers shall not exclude any candidate from being considered to be employed on grounds of race, language, religion, age, gender, sexual orientation, marital status, political convictions, pregnancy or disability.

Employment terms must meet the minimum requirements and standards under the applicable laws and regulations, including where applicable or relevant, the payment of provident fund contributions, minimum wages and overtime pay and disbursement of other mandatory benefits. Employees must work reasonable hours and be given proper rest days in accordance with the nature of their work. Suppliers shall ensure that no child or forced labour forms part of their respective businesses and operations.

3. ENVIRONMENTAL PROTECTION

JPPL is committed to protecting and preserving the environment. Suppliers are expected to establish environmentally-friendly and sustainable initiatives which are relevant to their respective business and operations. For example, suppliers may undertake recycling efforts and carry out research and development to assess how the impact of their operations on the environment may be minimised. Suppliers must also avoid the use of hazardous materials or engage in practices which cause pollution.

4. ANTI-CORRUPTION PRACTICES

The Supplier shall not, and shall ensure that its directors, officers, Employees, servants and agents do not, directly or indirectly offer or give or agree to give to any person any gifts, inducement or reward that may influence business decisions or create the appearance of influencing any business decision whether or not such action shall comprise an offence under the applicable laws including the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241).

5. COMPLIANCE WITH INTELLECTUAL PROPERTY RIGHTS LAW

The Supplier shall not engage in any activities which infringe the intellectual property rights of JPPL or any third party. The use of any intellectual property belonging to JPPL including trademarks and/or any copyright materials is strictly prohibited unless written consent/authorisation has been obtained from the authorised representative of JPPL. The Supplier is to consult JPPL if in doubt as to whether the intellectual property is owned by JPPL.

6. PERSONAL DATA PROTECTION

Suppliers shall comply with all applicable provisions of the Singapore Personal Data Protection Act (Act 26 of 2012) and shall not use any personal data (as defined in the Act) in any manner that contravenes the Act, results in unauthorised collection, use or disclosure of personal data or that otherwise exposes JPPL to liability for breach of privacy laws.

7. CONFIDENTIALITY

Any information of JPPL received by the Supplier in the course of providing goods and services that is non-public and proprietary must be protected against loss and infringement. Any form of disclosure or use other than for the permitted purposes must first be authorised by JPPL.

8. DISCLOSURE OF CONFLICT OF INTEREST

The Supplier and those acting on their behalf shall remain free from conflicts of interest that may adversely influence their business relationship with JPPL. Any form of relationship that the Supplier may have with a competitor, distributor, supplier or any other entity with which any JPPL Group entity may have a business relationship must not interfere with the provision of the goods and services to JPPL. The Supplier shall disclose any actual, perceived, or potential conflicts of interest promptly to JPPL, and in any event prior to the signing of any agreement with JPPL.

9. EMPLOYEES, SUBCONTRACTORS AND OTHER SERVICE PROVIDERS

This Code of Conduct shall apply equally to the Suppliers and their employees, group entities that provide goods and services to any JPPL Group entity, Supplier's agents, subcontractors, and others who act on the Suppliers' behalf (collectively "Third Parties"). The Supplier is responsible for ensuring compliance of this Code by any such Third Parties. Accordingly, Suppliers are encouraged to communicate this Code to such Third Parties in an understandable manner, and to work with such Third Parties in ensuring compliance with this Code.

10. RULES AND REGULATIONS, CODE OF CONDUCT & DEMERIT POINTS SYSTEM

The Supplier shall ensure that it complies with the General Rules and Regulations and Demerit Point System. The Supplier shall deem to have visited <https://www.jurongportonline.com/JPPASS/> and understood the contents it. Failure to comply with the Rules and Regulations and the Code of Conduct is viewed as a serious matter that can result in action taken by JPPL which includes the termination of the contract with the Supplier, disclosure of any legal violation to the appropriate government/regulatory authority and/or the pursuit of any remedy available to that member of JPPL.