



Supplier Code of Conduct

The Sembcorp Marine Group (i.e. Sembcorp Marine Ltd and any of its subsidiaries and related companies, hereinafter referred to as “SCM”, “Sembcorp Marine” or “Company”) is committed to integrate sustainability into its supply chain management and procurement process. We strive to do business with suppliers that embrace our sustainability commitment and are aligned to Sembcorp Marine's core values and code of conduct.

We expect our suppliers, vendors and subcontractors to adopt socially responsible practices with respect to human rights, labour management, environmental sustainability and business ethics.

All our suppliers, vendors and subcontractors are expected to adhere to the minimum standards as set out in this Supplier Code of Conduct (SCC) and to comply with all laws and regulations of all countries in which they operate. When local laws and regulations are less restrictive than this Code of Conduct, you must adhere to Sembcorp Marine's principles.

The principles contained herein shall apply to SCM's suppliers, vendors, subcontractors and their affiliates, subsidiaries, employees, agents, sub-suppliers and subcontractors (“Supplier”). Suppliers are responsible for ensuring that this Supplier Code of Conduct is disseminated to their employees, subcontractors and other relevant third parties. If required under the circumstances, training in the local language must be carried out by the Supplier so as to ensure that all employees and third parties involved in the project related to SCM fully understand the principles of this SCC.

Suppliers shall implement controls reasonably designed to adhere to the obligations set out in this document. From time to time, we may request our Suppliers to provide a written statement certifying compliance with this Supplier Code of Conduct. In addition, we may carry out audits in respect of Supplier's compliance with this document and we expect Supplier's cooperation in this regard, including by granting timely access to documentation and premises available at Supplier's site or any of its subcontractor's.

Failure to comply with internationally recognized standards, and the standards set forth in this Supplier Code of Conduct may result in the termination of your contract and relationship with SCM.

1. Business Code of Conduct / Ethics

Our Suppliers are expected not to practice or tolerate any form of corruption, extortion or embezzlement. Our Suppliers shall at times comply with the laws related to anti-corruption, money laundering and related offences of Singapore, United States and the United Kingdom, and of any other relevant country.

Suppliers shall also cause each of its subcontractors and/or suppliers and the agents and employees of each of them to comply with such anti-bribery and/or anti-corruption laws.

Suppliers shall not make any direct or indirect payments of a corrupt nature in order to obtain or maintain business. Facilitation payments are not allowed in relation to any businesses connected with SCM.

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Suppliers shall not take any action that could result in SCM or any of its affiliates or its clients becoming subject to any action, penalty or loss under any anti-bribery and/or anti-corruption laws.

Suppliers shall not authorise, offer, give or promise anything of value, either directly or indirectly to anyone for the purpose of influencing any act or decision of such a person to secure an improper advantage or to otherwise obtain or retain business for the Supplier or SCM.

All our Suppliers are expected to understand and be aligned to Sembcorp Marine's code of business conduct and ethics in their business dealings with SCM.

(Link to: <https://www.sembmarine.com/code-business-conduct/>)

2. **Conflict of Interest**

Suppliers shall not and shall ensure that any of its officers, directors, commissioners, representatives, employees or agents will not make, or caused to be made any payment, loan, gift or give, offer or promise anything of value, directly or indirectly to or for the benefit of any SCM's employee or members of their families/household.

Suppliers shall not offer, promise or give any gifts to our employees, including but not limited to merchandise, entertainment, payments comprising cash or the equivalent, and other tangible or intangible objects of nominal value.

The only gifts which may be given to our employees are momentos / souvenirs which have no commercial value such as diaries, calendar, memo pads, year planner, etc.

Suppliers shall notify SCM immediately if it has knowledge of, or suspects, a breach of the above undertaking.

3. **Human Rights & Labour**

Suppliers shall comply with the relevant national and local employment legislations throughout their supply chain. Suppliers shall respect the human rights of their employees and workforce and to treat them with dignity and respect.

Suppliers shall take effective measures to ensure that its practices are consistent with the United Nations Guiding Principles on Business and Human Rights (2011) and the International Labour Organization (ILO) core standards. These shall include:

- Not using forced, bonded, indentured or any other involuntary labour.
- Not discriminating against or harassing any individual based on race, color, religion, gender, pregnancy, HIV status, health status, sexual orientation, national origin, age, disability, veteran's status, marital status, or political affiliation.
- Not employing children below the age of 15 or the minimum age for employment according to applicable laws and securing that persons under the age of 18 do not perform any hazardous work.
- Not subjecting employees to physical, sexual, psychological or verbal harassment or abuse.

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- Avoiding unsafe working conditions by providing sufficient rest periods during the workday and honor agreed upon days off from work and maximum working hours, in line with the respective legislations.
- Fostering an inclusive work environment that is free of harassment and discrimination;
- Respecting employees' rights to organize and bargain collectively
- Meeting or exceeding all legal requirements for compensation and working conditions
- Not withholding any government-issued identification, passports or work permits as a condition of employment.
- Providing at least the local legal minimum wage and benefits. Wages should be paid regularly, on time and be fair in respect of work performance. Working time periods must not exceed the legal limit, and should be modified where relevant to reflect any particular hazards or risks of the work being done. Employees should be properly compensated for overtime according to the law and within legal working hour limits.
- Respecting workers' rights to make informed decisions free of coercion, threat of reprisal or unlawful interference regarding their desire to join or not join organisations.
- Employees should be granted their stipulated annual leave and sick leave without any repercussions, and should be able to take their stipulated maternity or paternity leave in accordance with national and local laws.
- Not employing child labour or any person under the local legal minimum employment age.
- Adhering to legitimate workplace apprenticeship programmes and comply with all laws and regulations governing child labour and apprenticeship programmes.
- Ensuring young employees are protected from performing any work that is likely to be hazardous, or likely to interfere with the child's education, or that may be harmful to the child's health, or their physical, mental, social, spiritual or moral development.

4. **Environmental Responsibility**

Sembcorp Marine does not procure raw materials, parts and products that contain unsustainable substances such as tin, lead, asbestos and cadmium which can cause environmental risks or health issues over time. We require our Suppliers to exercise due diligence to ensure that they/their suppliers do not use these harmful materials in the production of the materials, parts and products supplied.

5. **Conflict Minerals**

Sembcorp Marine is committed towards ensuring that our projects and supply chain are free from conflict minerals, generally defined as cassiterite (tin), coltan (tantalum), wolframite (tungsten) and gold, or derivatives of these minerals, originating from conflict areas such as the Democratic Republic of Congo (DRC) or its adjoining countries, that are often exploited by armed groups perpetuating violent conflicts and human rights abuses.

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Our Suppliers shall not include any conflict minerals in any products sold to us and shall cooperate at all times with SCM by responding to our inquiries and producing supporting documentation to ascertain the source of the minerals being used in the goods supplied to us.

6. Health, Safety and Environment

Sembcorp Marine's Suppliers are required to uphold high standards of health, safety and environment not only for the products and services delivered but also in the conduct of their daily business operations.

Suppliers shall strictly comply with all safety rules and regulations of SCM. All goods and services supplied by Supplier shall be in compliance with the latest Health, Safety and Environmental statutory requirements and must be 100% non-asbestos and non-HCFC materials.

Suppliers shall submit the latest Safety Data Sheet (SDS) in 16 section format, product and warning label as per Globally Harmonized System of Classification and Labelling of Chemicals (GHS), loss control information and specification/ certificates along with the hazardous substances and chemicals at the time of their delivery.

7. Environmental Sustainability

Suppliers shall operate its business in an environmentally sustainable and responsible manner that is in line with national and local legislation. These include:

- Managing the environmental impacts of their operations including natural resource consumption, materials sourcing, waste generation, wastewater discharges and air emissions.
- Preventing accidental releases of hazardous materials into the environment and adverse environmental impacts on the local community.
- Implementing programs to ensure products do not contain restricted or banned materials.

Wherever feasible, Suppliers shall provide products with Singapore Green Label, the Energy Label (the Energy Labelling Scheme by National Environment Agency) and other environmental friendly products.

Preference shall be given to environmental friendly packing material.

8. Data Protection

Suppliers shall comply with SCM requirements and all applicable laws and regulations relating to personal data and privacy, including but not limited to those related to the collection, use, distribution, destruction, and other processing of personal data (i.e., any data about an identified or identifiable individual).

Suppliers are required to have an established information security system to protect SCM's and its customers and/or employees information from being disclosed, changed, destroyed or used for any purpose other than the purpose for which it was provided.

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9. Export Controls / Sanctions

SCM is committed to comply with restrictions that apply to its business and operations, which may include sanctions and embargoes which prohibit or limits SCM's ability to operate in certain countries and locations, do business with sanctioned entities or individuals, etc.

As a general rule, Suppliers shall not directly or indirectly provide to SCM any material or service in violation of sanctions imposed by Singapore, the United Nations, United States or the European Union, and other regional, unilateral, and multilateral regulations that restrict transactions with specific foreign entities, persons or countries.

Examples of sanctioned countries are Syria, Cuba, Iran, Sudan and North Korea. Examples of entities and persons include, but are not limited to, terrorists, organizations that fund terrorists, and/or parties guilty of trade violations (often included in lists such as the Specially Designated Nationals and Blocker Persons List (SDN), Sectoral Sanctions Identifications (SSI) List and the Consolidated Lists of Persons, groups and entities subject to EU financial sanctions).

Suppliers shall also comply with the trade regulation laws of the country or legal subdivision in which you operate.

10. Declaration

All suppliers are required to sign undertaking form that encompasses the above said 9 themes and abide by the undertakings given.

11. Speak Up

If you have questions or would like to seek clarification on how to apply this Supplier Code of Conduct, you may the contact Sembcorp Marine representative or use one of the channels available for raising concerns described below.

We expect our Suppliers to immediately report any suspected misconduct related to SCM's business or its employees by using one of the followings channels:

- a. Send an email to whistleblow@sembmarine.com
- b. Send a hard copy letter to SCM AC Chairman or SCM Head of Internal Audit / Chief HR Officer / Chief Risk Officer
- c. Call or meet with
 - Head of Internal Audit (Email: joseph.sewi@sembmarine.com Tel: (+65) 6262-7818)
 - Chief Human Resource Officer (Email: sanlye.chua@sembmarine.com Tel: (+65) 6262-7205)
 - Chief Risk Officer (Email: boonsiong.chan@sembmarine.com Tel: (+65) 6262-7391)