



## **M1 SUPPLIER CODE OF CONDUCT**

### **Introduction**

The M1 Group, comprising M1 Limited and/or its subsidiaries, as the case may be (“**Group**”), is committed to observing high standards of ethical behaviour, transparency, accountability and fair and honest dealings, in its procurement activities and operations. At the same time, we are committed to minimising the impact of our operations on the environment if any. Accordingly, the Group expects its Suppliers to comply with the minimum standards set out in this Code. Suppliers are encouraged to exceed these requirements where possible. Your compliance with this Code is a factor that we will take into account in our selection of your services and any future dealings between us.

### **Laws and Regulations**

The Supplier shall comply with all applicable laws, regulations and conventions (collectively “**Laws**”) in Singapore applicable to its business and operations, and all Laws in the jurisdictions where the Supplier has a business presence or operations, as such Laws may be amended from time to time. For example, the Supplier shall comply with Laws applicable to maintaining its financial records in proper order, and Laws prohibiting anti-competitive behaviour.

### **Ethical Standards**

The Group expects all Suppliers to conduct their business with high ethical standards.

All Suppliers are strictly prohibited from engaging in any form of improper or inappropriate activity, including but not limited to corruption, bribery, fraud, extortion, embezzlement, inducements or misrepresentation. We expect all our Suppliers to compete based on the merit of their service or supply offerings, and not attempt to influence or induce any of the Group’s directors, officers, employees or representatives (or their respective family members) to secure contracts or business transactions, or to otherwise influence such persons’ business judgement; through the provision of money, gifts, entertainment or any other inappropriate financial and/or non-financial benefit (collectively “**Improper Behaviour**”). For the avoidance of doubt, the gifting of promotional items of nominal value may be acceptable if this is part of the Supplier’s normal business practice with respect to all its clients without any intent to commit Improper Behaviour.

In addition, any actual or potential conflict of interests between the Supplier and the Group (whether professional or personal in nature) must be disclosed to the Group as and when such conflicts arise or are anticipated to arise. An example of a conflict of interest which is personal in nature is where a Supplier’s employee or agent negotiating a transaction with

the Group has a familial or other close personal relationship with an employee or agent of the Group that is involved in evaluating, negotiating or procuring the said transaction. If the Supplier retains a doubt as to whether a professional or personal conflict of interest has arisen or may arise, the Supplier is encouraged to disclose the circumstances to the Group.

Suppliers shall report to [suppliercode@m1.com.sg](mailto:suppliercode@m1.com.sg) if any Group director, officer, employee or representative requests any benefits that breach ethical standards. Whistleblowing Suppliers are encouraged to identify themselves in such communications and the Group shall keep such identity confidential to the extent required under the whistle-blowing policy.

### **Human Rights, Discrimination and Labour Standards**

The Group believes in respect for human rights, and we expect the same commitment from our Suppliers.

Suppliers shall not use child, or involuntary labour. The term 'child' refers to a person not of the minimum age for employment or otherwise not of the age for completing compulsory education in that applicable jurisdiction, whichever age is higher. 'Involuntary labour' includes forced, bonded indentured or prison labour and such other labour that is similarly construed.

Suppliers are also expected to practice non-discrimination in their hiring and employment practices, and to compensate employees in adherence with all applicable Laws including the payment of minimum wages, overtime pay and other mandated benefits. Subject to applicable Laws, Suppliers shall not discriminate in its employment practices whether on grounds of race, language or religion, age, gender, marital status, pregnancy or disability.

Working hours and leave entitlements must also comply with industry norms and for the avoidance of doubt, employees' employment terms must be in accordance with at least the minimum requirements and standards under applicable Laws.

Suppliers should maintain a working environment that treats all its employees with respect and will not use or attempt to use any violence, sexual exploitation, harassment or abuse on its employees. Inhumane treatment of employees or corporal punishment should not be condoned.

### **Freedom of Collective Association**

Suppliers must comply with applicable Laws governing the legal rights of their employees to join worker organisations, including trade unions.

### **Health and Safety**

Suppliers are expected to ensure that all applicable workplace health and safety protection policies and procedures are in place, maintained and enforced, including emergency preparedness, exposure to hazardous agents and environmental working conditions, and

relevant incident reporting and investigation procedures. Such policies and procedures must also provide a safe and secure working environment.

In addition, the safety of Suppliers' goods and services provided to the Group must be ensured through proper implementation and maintenance. Suppliers shall also ensure that its employees and Third Parties are not under the influence of alcohol, drugs, or other incapacitating substances when undertaking the provision of goods or services to the Group.

### **Protection of the Environment**

Suppliers are expected to comply with all applicable Laws pertaining to the environmental including pertaining to the use and disposal of hazardous materials, air emissions, pollutions and recycling. Accordingly, Suppliers must have an effective environment policy to comply with such Laws. Suppliers are also encouraged to continually assess and minimise the impact of their operations on the environment.

### **Confidential Information and Privacy**

Suppliers shall not disclose the Group's confidential information to any third party without the prior written consent of the Group, save as where expressly permitted under the terms of any contractual agreement between the Group and the Supplier and on the strict conditions imposed therein.

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 the Group to liability for breach of privacy laws.

### **Group Information Systems**

Suppliers who access any of the Group's information systems shall only do so upon the express written approval of the Group and in compliance with such terms and conditions of use that the Group imposes.

Such terms and conditions of use include without limitation the following:

- (i) Using only non-infringing, licensed and credible software, equipment and processes when interfacing with or accessing the information systems;
- (ii) Observing the Group's security control procedures;
- (iii) Protecting and securing passwords and other access credentials; and
- (iv) Ensuring the confidentiality of all confidential information obtained through such access.

### **Representations by Supplier to Group**

In promoting the objectives of fair and honest dealings in this Code, Suppliers shall provide honest and accurate representations concerning itself and its goods and services, and

concerning any Third Party (hereinafter defined). Suppliers shall not mislead or deceive the Group prior to or in the course of any contractual or business dealings with the Group.

### **Rendering Assistance to M1**

Suppliers shall further cooperate with the Group to investigate any allegations of non-compliance with this Code, and respond as soon as is practicable to the Group's request for information with respect to matters in this provision.

### **Consequences**

A non-compliance with this Code must be notified promptly to the Group Director of Procurement at [ah\\_koh@m1.com.sg](mailto:ah_koh@m1.com.sg) (save that a breach of ethical standards on the part of any of the Group's director, officer, employee or representative shall be highlighted to [suppliercode@m1.com.sg](mailto:suppliercode@m1.com.sg)). Such notification must include the rectification and remedial steps that the Supplier will implement to rectify the non-compliance and to prevent further non-compliances.

The Group reserves the right to potentially investigate the breach independently and to take such actions that it deems fit in its discretion, including issuing warnings, or invoking legal rights against the Supplier or Third Parties.

### **Applicability**

This Code of Conduct shall apply equally to the Suppliers and their employees, group entities that provide goods and services to the Group, 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.

### **Conclusion**

For the avoidance of doubt, this Code does not create any binding obligations on the Group (or any entity within the Group), and may be amended from time to time at the Group's reasonable discretion. Amendments shall only apply to the Suppliers after thirty (30) days from date of publication of the amendments on the Group's website. The latest copy of this Code will be made available at [www.m1.com.sg](http://www.m1.com.sg) and Suppliers are encouraged to check such website from time to time.

Any questions related to this Code can be addressed to the Group Director of Procurement at [ah\\_koh@m1.com.sg](mailto:ah_koh@m1.com.sg).