

## **Suppliers Code of Conduct**

### **1. PURPOSE**

1.1 Seatrium Limited and its operating Business Units, Singapore and international entities (hereinafter collectively referred to as “Seatrium”) are committed to conducting our businesses ethically and responsibly. Our core values of integrity and accountability are fundamental to the way we do business, including how we manage our supply chain and the impact of our business activities beyond our direct operations.

1.2 The sustainability of our supply chain is crucial to the long-term success of our businesses. Through close cooperation with our suppliers, we strive to positively influence their environmental, social and governance performance.

### **2. SCOPE**

2.1 This Suppliers Code of Conduct (the “Code”) sets out the standards of conduct to which Seatrium’s suppliers and their parent entities, subsidiary or affiliate entities and employees, are expected to adhere.

2.2 “Suppliers” refers to any individual, company or other legal entity, as determined by Seatrium or the relevant Business Unit or entity, including but not limited to:

- (i) contractors and subcontractors engaged by a Seatrium entity;
- (ii) direct suppliers to Seatrium; and
- (iii) selected sub-suppliers and third party service providers.

2.3 These standards of conduct fall into the broad categories of:

- (i) Business conduct;
- (ii) Human rights;
- (iii) Conflict minerals;
- (iv) Safety and health;
- (v) Environmental management;
- (vi) Export Controls / Sanctions;
- (vii) Cybersecurity; and
- (viii) Community.

2.4 Suppliers are responsible for ensuring that this Code is disseminated to all their employees, subcontractors and other relevant third parties. Where necessary, suppliers shall provide training in the local language to ensure that all employees and third parties fully understand the principles of this Code.

### 3. BUSINESS CONDUCT

Seatrium expects Suppliers to conduct their business operations with the highest standards of integrity, fairness and impartiality, in an ethical and proper manner.

#### 3.1 Legal Compliance

Suppliers shall observe and comply with all applicable laws and regulations in their respective countries of operations.

- Suppliers shall remain politically neutral and not be involved in political events or activities. Suppliers shall not make political contributions, including but not limited to paying the wages of an employee working for a political party or candidate during normal working hours and shall not use Seatrium facilities or resources for the benefit of a political party, candidate or organisation which they are directly or indirectly associated.

#### 3.2 Anti-Corruption

Seatrium does not under any circumstances tolerate illegal, unethical or any form of corrupt behaviour. Its anti-corruption policies and measures are set out in Seatrium's Code of Conduct. Suppliers are expected to comply with the following requirements:

- Suppliers and their employees shall not, whether directly, indirectly or through third parties offer, promise, give or authorize the giving, to any employee of Seatrium or its clients any bribe, kickback, illicit payment, gift, gratuity, service, favour, or anything else of value to influence or reward that employee in order to secure the performance or non-performance of a function or activity.
- Supplier and their employees shall not solicit or accept, and shall promptly report to Seatrium's management, any request or demand by any employee of Seatrium or its clients for any undue financial or other advantage of any kind in return for securing the performance or non-performance of a function or activity.
- Suppliers shall under no circumstances, offer, promise, give or authorise the giving, directly, indirectly or through third parties, of any bribe, kickback, illicit payment, benefit in kind or any other advantage to a Government Official<sup>1</sup> or Government Entity<sup>2</sup>, or contractor, or subcontractor, or any other person or entity, as an inducement or reward for an improper performance or non-performance of a function or activity.

---

<sup>1</sup> "Government Official" means any elected or appointed official of a Government Entity of any country; representatives or employees of a Government Entity at any level, including customs, immigration and transportation workers; military personnel; representatives of political parties; candidates for political office; directors, managers or employees of state-owned or controlled entities; and any entity hired by a Government Entity for any purpose.

<sup>2</sup> "Government Entity" means any national, federal, state, provincial, county, municipal, local or foreign government, or other subdivision or agency thereof; any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government; any arbitrator or arbitral body or panel of competent jurisdiction; any public international organization (e.g., the United Nations, the International Monetary Fund, the World Bank); and any entity owned or controlled, in whole or in part, by any national or local government (e.g., a state-owned or state-controlled petroleum company, communications company, etc.).

- Suppliers shall not make any facilitation payments on behalf of any Seatrium entity. Facilitation payments refer to payments or gifts made to a government or public official to speed up, or secure the performance of, a routine, governmental action which the official is already obliged to perform, for example issuing permits, immigration controls, providing services or releasing goods held by custom.
- Similarly, Suppliers shall not under any circumstances solicit or accept, directly or indirectly, any bribe, kickback, illicit payment, benefit in kind or any other advantage from any Government Official or Government Entity, customer, supplier, contractor, subcontractor, or any other person or entity that is intended to induce or reward an improper performance or non-performance of a function or activity.
- Suppliers shall not take any action that may cause Seatrium or its clients to be in breach of, or becoming subject to investigation, penalty or loss under any applicable anti-bribery and/or anti-corruption laws and regulations.
- Suppliers shall comply with anti-money laundering and countering financing of terrorism laws and regulations.

### **3.3 Gifts, Hospitality & Expenses**

- Suppliers shall not offer, directly or indirectly, promise or give to our employees or representatives or anyone closely related to them, or to Seatrium's clients any gifts, including, but not limited to merchandise, entertainment, payments comprising cash or the equivalent, and other tangible or intangible objects of nominal value except for promotional items of minimal value normally bearing a company logo. Hospitality such as social events, meals or entertainment may be offered if there is a clear business reason, but the cost must be kept within reasonable limits. Travel, accommodation and other expenses for the individual representing Seatrium will always be paid by Seatrium. Hospitality, expenses, gifts or other favours shall not be offered or received in situations of contract bidding, evaluation or award.

### **3.4 Fair Competition and Anti-Trust Laws**

- Suppliers shall have strict policy to act in compliance with applicable competition and anti-trust laws and regulations, and expect its suppliers to do the same, and not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors. Suppliers shall be committed to ensuring that the principles of fair competition are respected in their dealings with, or on behalf of, any Seatrium entity.

### **3.5 Confidentiality**

- Suppliers shall take appropriate steps to safeguard and maintain confidential and proprietary information of its business partners and use such information only for the purpose authorized for use by the governing contractual agreement or, where there is not yet a contractual agreement in place, then by the understanding in place for the intended purpose. Information shall be kept in case of sub-contracting, sharing of information with third parties should only be made with the appropriate approval of Seatrium and non-disclosure agreements to be provided by third parties.

### **3.6 Insider Trading**

- Suppliers shall not trade in securities of Seatrium either directly or through immediate family members and friends while they are aware of inside information relating to Seatrium or its related companies, even if they believe they are not relying on this information as this may be construed as insider trading. They will not engage in activities to manipulate the price of publicly listed shares of Seatrium or any related entities.

### **3.7 Record Keeping & Data Protection**

- Suppliers shall keep accurate and complete company records, reports, accounts and documentation in accordance with applicable laws and regulations. Suppliers will not create or include inaccurate/ misleading statements in a record, report or document intentionally and will not falsify or assist in the falsification of any document or record, whether financial or otherwise.
- Suppliers shall comply with all applicable laws and regulations relating to personal data, including but not limited to those related to the collection, use, disclosure, retention, destruction, and other processing of personal data (i.e. any data about an identified or identifiable individual). Suppliers shall establish and maintain appropriate information security system and control to protect Seatrium and its clients' and/or employees' information from unauthorised access, disclosure, alteration, loss, destruction or used for any purpose other than the purpose for which the information was provided.

### **3.8 Conflict of Interest**

- Suppliers shall not participate in or seek to influence any decision where there is an actual or perceived conflict of interest. Such circumstances may be a business interest or a personal interest in the subject matter, whether economically or otherwise, directly or through someone closely related. Suppliers shall not use any family, personal or other relationship to improperly influence business judgement of any employee of Seatrium, Seatrium's client, or Suppliers. Suppliers shall promptly notify Seatrium upon becoming aware of any actual or potential conflict of interest.

## 4. HUMAN RIGHTS

Seatrium is committed to upholding and respecting human rights in its business and operations. Seatrium's position on human rights is guided by the United Nations Universal Declaration of Human Rights, the International Labour Organisation's ("ILO") Declaration on Fundamental Principles and Rights at Work, the United Nations Guiding Principles on Business and Human Rights, principles and practices advocated by Singapore's Tripartite Alliance for Fair Practices, the Dhaka Principles for Migration with Dignity, and Seatrium's Core Value of People-Focused.

Seatrium rejects all forms of forced labour and human exploitation, including child labour, modern slavery and human trafficking in accordance with applicable laws and regulations. Seatrium prohibits discrimination on any basis, including any bias on the basis of ethnicity, sex, religious beliefs, nationality, age or physical disability. Seatrium does not tolerate unlawful discrimination or harassment of any kind.

Suppliers shall respect and uphold the following principles in the conduct of their business and operations.

### 4.1 Child Labour

- The ILO Minimum Age Convention No. 138 (1973) establishes a minimum age for admission to employment or work at 15 years of age. **Suppliers shall not employ any person below the age of 15, or the minimum age for employment or work prescribed by applicable local laws and regulations, whichever is higher.**

### 4.2 Forced Labour

- Suppliers shall not use forced, bonded, indentured, trafficked or involuntary labour.
- Suppliers shall not require any employee to lodge 'deposits', or surrender government-issued identification, passports or work permits as a condition of employment, nor shall they charge recruitment or placement fees to employees.

### 4.3 Non - Discrimination and Harassment

- Suppliers shall treat employees fairly and with respect, and shall not tolerate any form of discrimination or harassment, including on the grounds of age, race, colour, gender, religion, pregnancy, sexual orientation, disability, marital status, political affiliation or opinion, nationality, or any other status protected by applicable law.
- Suppliers shall not subject employees to physical, sexual, psychological or verbal harassment or abuse.

#### **4.4 Working Condition and Environment**

- Suppliers shall comply with all applicable laws and regulations relating to wage, employment benefits, working hours, overtime and working conditions. Suppliers shall ensure wages are paid regularly and on time.
- Suppliers shall ensure that all employees are provided with written employment agreements setting out the material terms and conditions of employment, in a language understandable to the employee, and that employees have access to effective grievance mechanisms, in accordance with all applicable laws and regulations.
- Suppliers shall grant employees their statutory entitlements to annual leave, sick leave, paternity or maternity leave, as prescribed by applicable laws and regulations, without any adverse repercussions.
- Suppliers shall maintain a safe and healthy workplace, including by providing appropriate rest breaks, honouring agreed rest days, and implementing maximum work hours, in accordance with all applicable laws and regulations.

#### **4.5 Equal Opportunity**

- Suppliers are expected to foster a workplace where employees are recognised based on merit and treated with dignity and respect.

#### **4.6 Freedom of Association**

- Suppliers shall respect the rights of employees to associate freely and participate in collective bargaining activities, consistent with applicable laws and regulations. In countries where these rights are restricted by law, Suppliers shall facilitate alternative, lawful means for employees to express their views.
- Suppliers shall respect the rights of their employees to be able to make decisions regarding association free from coercion, threats of reprisal, or unlawful interference.

### **5. CONFLICT MINERALS**

Seatrium is committed to ensuring that its 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.

- 5.1 Suppliers shall not include any conflict minerals in any goods sold to Seatrium and cooperate at all times by responding promptly to Seatrium's inquiries and producing supporting documentation to ascertain the source of the minerals being used in the goods supplied.

## 6. SAFETY AND HEALTH

Seatrium is committed to uphold the highest standards of Health, Safety and Environment in all of our processes. We believe that the safety and wellbeing of everyone associated with us is of paramount importance and is integral to our operating philosophy. Suppliers shall take all necessary measures to safeguard their employees and others involved in their daily operations.

- 6.1 As safety and health risks vary across the industries in which Seatrium and Suppliers operate, Suppliers shall comply with the Seatrium entity's industry-specific health, safety, and environmental requirements, where such requirements exist.
- 6.2 Suppliers shall have, or actively work towards implementing, an effective health, safety and environmental management system that enable them to:
- Identify, assess and control health and safety hazards and risks;
  - Reduce the likelihood of accidents and incidents;
  - Comply with all applicable health, safety and environmental laws, regulations and standards;
  - Establish and maintain appropriate emergency preparedness, response and prevention measures; and
  - Continuously monitor, review and improve overall workplace safety and health performance.
- 6.3 We expect Suppliers to take ownership of strengthening their own safety culture and to continuously work at improving their safety and health performance. This includes providing the necessary safety and health training and equipment for their employees.
- 6.4 Suppliers shall strictly comply with all safety rules and regulations of Seatrium. All goods and services supplied by Suppliers shall be in compliance with the latest health, safety and environmental statutory requirements.
- 6.5 Suppliers shall submit the latest Safety Data Sheet (SDS) in 16-sections format, product and warning label as per the 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 when applicable.

## **7. ENVIRONMENTAL MANAGEMENT**

Seatrium is committed to conduct its businesses in an environmentally sustainable manner. Close cooperation with Suppliers is crucial for effectively managing our environmental risks and impacts in our supply chain.

7.1 Suppliers are expected to:

- Comply with all applicable health, safety, and environmental laws and regulations;
- Obtain and maintain all required environmental licenses, permits, and approvals; and
- Ensure their operations meet or exceed the standards set out by relevant regulatory authorities.

7.2 Suppliers shall have, or shall work towards having, an effective environmental management system in place, through which they are able to manage and monitor:

- Energy and water efficiency;
- Responsible waste management, segregation and recycling;
- Minimization of greenhouse gas (GHG) emissions; and
- Prevention and control of pollution to reduce environmental impact.

7.3 Suppliers shall not supply raw materials, parts and goods that contain unsustainable substances such as asbestos or any other harmful material which can cause environmental risks or health issues over time. Suppliers shall conduct due diligence to ensure that its suppliers do not use harmful materials in the production of the materials, parts and goods supplied.

7.4 Wherever feasible, Suppliers shall provide environmental-friendly raw materials, parts and goods. Preference shall be given to environmental-friendly packing material.

## **8. EXPORT CONTROLS / SANCTIONS**

Seatrium is committed to complying with restrictions that apply to its business and operations, which may include sanctions and embargoes which prohibit or limit our ability to operate in certain countries and locations, do business with sanctioned entities or individuals, etc.

8.1 Suppliers shall not directly or indirectly provide to Seatrium any material or service in violation of financial and trade sanctions and export controls 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, organisations 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 list of persons, groups and entities subject to EU financial sanctions).

8.2 Suppliers shall comply with the trade laws and regulations of the country or legal subdivision in which they operate.

## **9. CYBERSECURITY**

Cybersecurity is essential to protect Seatrium's operations, data, and reputation in an increasingly digital and interconnected business environment. As Suppliers may have access to Seatrium's systems, data, or networks, any cybersecurity weaknesses in the supply chain can expose Seatrium to significant risks, including data breaches, operational disruptions, and regulatory penalties. Therefore, it is critical that all Suppliers uphold robust cybersecurity practices to safeguard both Seatrium's and their own information assets, ensuring the integrity, confidentiality, and availability of data throughout our business relationship.

9.1 Suppliers shall comply with all applicable cybersecurity laws, regulations, and industry standards relevant to the services or goods provided to Seatrium.

9.2 Suppliers shall implement and maintain appropriate technical and organizational measures to protect Seatrium's data, networks and systems from unauthorized access, disclosure, alteration, or destruction. This shall include, but is not limited to:

- Use of strong authentication and access controls (e.g., multi-factor authentication).
- Effective encryption of sensitive data in transit and at rest.
- Regular patching and updating of systems and software to address known vulnerabilities.

9.3 Suppliers shall notify the Company without undue delay and in any event within twenty-four (24) hours of becoming aware of any actual or suspected cybersecurity incident that:

- Affects Seatrium's data, networks, or systems, or
- Could reasonably be expected to affect the confidentiality, integrity, or availability of Seatrium's data or services.

Initial notification may be preliminary and shall be followed by regular updates as further information becomes available.

9.4 Suppliers shall limit access to Seatrium's networks, and systems to only those of its employees who require it for legitimate business purposes and ensure that such employees are adequately trained in cybersecurity best practices.

## **10. COMMUNITY**

Suppliers shall respect local community and work according to internationally recognized principles to seek to prevent and mitigate adverse impact on local community. They shall recognize and will respect the special importance of the social, cultural, religious and spiritual values and practises of the minorities, indigenous and tribal peoples and their relationship with the land or territories, to the extent where their work may affect these peoples; a process to minimize and manage such impacts will be undertaken.

## **11. COMPLIANCE**

- 11.1 Suppliers are required to acknowledge that they have read and understood this Code. Suppliers shall communicate the requirements of this Code to their own suppliers and subcontractors and secure their compliance.
- 11.2 Acknowledgment of this Code authorizes Seatrium to conduct audits, with prior notification, at Suppliers' premises. Seatrium must be allowed to exercise its right to audit yearly and/or in the course of the ongoing business relationship.
- 11.3 In cases of non-compliance, Suppliers are expected to work expeditiously to implement appropriate corrective measures in accordance with the practices and requirements of the relevant Seatrium entity.
- 11.4 We expect our Suppliers to cooperate in an honest and transparent manner with any requests for information with regards to the sustainability aspects of their operations.
- 11.5 In the event that the standards in this Code differ from applicable laws or regulations or differ from the provisions in the specific business contract between Suppliers and the relevant Seatrium entity, the Suppliers shall abide by the stricter requirements.

## 10. RAISING CONCERNS

We expect Suppliers to immediately report any suspected misconduct related to Seatrium's business or its employees via our Whistleblowing channels.

You may find our Whistleblowing policy as well as the Whistleblowing channels on our website [www.seatrium.com](http://www.seatrium.com).

## DECLARATION

Acceptance and adherence to this Code are factors in determining eligibility to be registered, and to remain registered, as a Supplier.

If a Supplier violates any of the requirements contained in this Code, Seatrium reserves the sole right to discontinue business with such Supplier (including terminating any existing contracts), and Seatrium shall not be liable for any claims for losses or damages resulting therefrom.

The principles set forth in this Code are fully understood and shall be adhered to, as indicated by the authorised signatories.

### For Supplier

### In the presence of

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

Company : \_\_\_\_\_

Company : \_\_\_\_\_