

<Public>



Supplier Code of Conduct

Issue No. 02
1 February 2018

<Public>



SUPPLIER CODE OF CONDUCT

The SATS Group expects all its Suppliers to adhere to the highest ethical standards when conducting business with the SATS Group. In this regard, the SATS Group will include SATS Ltd. and its Singapore based wholly-owned subsidiaries and 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 any member of the SATS Group. 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 the SATS Group to supply equipment, labour and/or works, as well as any supplier as may be engaged from time to time by any member of the SATS Group to supply food, amenities and/or other services.

This Code of Conduct ("**Code**") sets out the standards expected of the Supplier. A failure by any Supplier to comply with the Code can result in action taken by the relevant entity in the SATS Group 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 the SATS Group.

The Code does not create any binding obligation on the SATS Group and the SATS Group reserves the right to amend the Code from time to time. The Code can also be found at the following website: <https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf>

1. Compliance with Applicable Laws

The SATS Group 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 the relevant SATS Group entity.

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

The Supplier shall ensure that all its Employees:-

- (a) meet the local minimum age;
- (b) are provided with a safe working environment and the Supplier is to take measures to prevent workplace hazards and accidents;
- (c) are not subject to discrimination based on race, political or religious beliefs, gender, age, sexual orientation, disability or for any other reason;
- (d) have salaries, working hours and benefits which are in accordance with the applicable laws; and
- (e) are paid without undue delay.



Forced, coerced, bonded, indentured, involuntary prison labour or otherwise must not be used. The Supplier must also respect the human rights of the communities in which they operate.

3. Environmental Protection

The SATS Group is committed to protecting and preserving the environment. The Supplier must ensure compliance with local environmental laws including but not limited to those pertaining to waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, and is encouraged to observe best environmental practices in the relevant industry. Suppliers who adopt sustainable business practices would be preferred.

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 the SATS Group or any third party. The use of any intellectual property belonging to the SATS Group including trademarks and/or any copyright materials is strictly prohibited unless written consent / authorization has been obtained from the authorized representative of the SATS Group. The Supplier is to consult the SATS Group if in doubt as to whether the intellectual property is owned by the SATS Group.

6 Adherence to SATS Suppliers Safety Compliance Manual

Where applicable, depending on the type of goods and/or services to be provided by the Supplier to a SATS Group entity, the Supplier shall ensure that it complies with the SATS Suppliers Safety Compliance Manual as may be amended from time to time.

The SATS Suppliers Safety Compliance Manual sets out the guidelines and requirements for all suppliers of goods/equipment, suppliers of labour (service crew) and suppliers of services (contractors) who perform work activities on or in the premises of any SATS Group entity.

The SATS Suppliers Safety Compliance Manual can also be found at the following website: <https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Safety-Compliance-Manual.pdf>.

The Supplier shall put in place its own health and safety protection policies and management systems to ensure such compliance with the SATS Suppliers Safety Compliance Manual. The safety of the Supplier's operations must be ensured through appropriate policies and management systems, implementation and monitoring



7 Personal Data Protection

If in the course of its contract with the relevant SATS Group entity, the Supplier has access to and/or collect, use disclose or process personal data of any individuals, the Supplier shall ensure that it complies with the requirements of all applicable personal data protection laws.

8 Confidentiality

Any information of the SATS Group 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 authorized by the SATS Group.

9 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 the SATS Group. Any form of relationship that the Supplier may have with a competitor, distributor, supplier or any other entity with which any SATS Group entity may have a business relationship must not interfere with the provision of the goods and services to such SATS Group company.

The Supplier shall disclose any actual, perceived, or potential conflicts of interest promptly to the SATS Group, and in any event prior to the signing of any agreement with the SATS Group.

10 Employees, subcontractors and other service providers

The Supplier's employees, subcontractors and other service providers must adhere to the requirements of this Code, which must be made available in the local language where necessary.

The Supplier shall also ensure that its subcontractors and other service providers are paid properly and promptly to avoid any disruption in the provision of the goods and services by the Supplier to the SATS Group.