

FairPriceGroup

Every Day, Made A Little Better

Supplier Code of Conduct



A Message from Our Group CEO

“FairPrice Group continues to innovate to serve consumers’ needs, while remaining steadfast in our mission by keeping daily essentials affordable, and providing quality products at the best prices for all in Singapore.”



Today, our network of business partners spans over 100 countries worldwide as we continue to diversify in our food sources. We have a duty of care, not just to Singapore, but also to the world. How we conduct ourselves and our businesses, and how we achieve our desired outcomes matter more than ever. Being a household name with a reputation that has been painstakingly built over the years, we need to uphold the highest standards of social, ethical, and environmental conduct.

As such, the Supplier Code of Conduct is developed to set out clear guidelines on acceptable business practices. It reflects our principles as an organisation, reinforces our strong stance against unacceptable and unethical conduct (e.g. corruption and fraud amongst others), and sets out clear practices in cases where there are any conflicts of interest. It also stipulates the consequences towards any infringements or violations of these guidelines.

We hope that the Code helps to provide greater clarity and ethics to guide us in making the right decisions at work, and achieving the highest standards of honesty, transparency and integrity. Together, let us fulfill our purpose to nourish generations and make life better for all.

Yours sincerely,

Vipul Chawla
Group Chief Executive Officer
FairPrice Group

Introduction

NTUC Fairprice Co-operative Limited and its related or affiliated co-operatives and organisations (hereafter collectively referred to as “FairPrice Group”, “we”, “us” or “our”) recognises the importance of good corporate citizenship and of maintaining high standards of social, ethical and environmental conduct.

This Supplier Code of Conduct (“Code”) sets out the standards and practices which FairPrice Group expects of all its business partners, suppliers and service providers (individually referred to as “Supplier” and collectively referred to as “Suppliers”) providing goods and/or services to us to adopt and adhere to when conducting business with FairPrice Group. This Code applies to all Suppliers of FairPrice Group and the guidelines set out herein shall be interpreted as part of the contract signed by a Supplier with the relevant FairPrice Group entity.

This Code does not create any binding obligations on FairPrice Group. We reserve the right to amend this Code from time to time in line with our compliance programme and we expect our Suppliers to accept all such changes.

This Code does not represent a complete set of the Supplier’s obligations and requirements in relation to FairPrice Group. All Suppliers are requested to review their specific agreements (e.g. purchase orders, statement of work, terms and conditions, etc.) with the relevant FairPrice Group entity for any additional obligation and requirement.



1. Laws and Regulations



Suppliers must fully comply with the laws and regulations of the countries where their respective businesses and operations are carried out and where the goods and/or services are delivered and/or being provided to FairPrice Group. These include, but are not limited to laws and regulations relating to competition (in particular,

laws against cartel conduct like price fixing, bid rigging and market sharing), labour and employment, health and safety, product quality, environmental, intellectual property, data protection, anti-corruption, anti-money laundering and counter-terrorism financing laws.

Suppliers must ensure that their financial and business records are correctly and accurately maintained in accordance with the applicable laws as well as generally accepted accounting principles, and that fair competition is being practised.



2. Ethics and Integrity



Suppliers shall ensure that their businesses are carried out with honesty, integrity and transparency. Suppliers must not do anything that would put FairPrice Group at risk of violating the law, or that might harm FairPrice Group's reputation, or that could be perceived as misleading, defrauding or exerting undue influence on FairPrice Group.

FairPrice Group does not tolerate any form of corruption or bribery. Supplier shall not, and shall ensure that its directors, officers, employees, subcontractors and agents do not, directly or indirectly, offer or give or agree to give to any person (including their family members) any gifts (or pay money or give anything of value), 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 all applicable laws,

including Penal Code 1871 and Prevention of Corruption Act 1960. For clarity, this does not preclude Suppliers from fulfilling its contractual obligations and/or providing product samples to FairPrice Group for procurement evaluative purposes in the ordinary course of business.

Any actual, perceived or potential conflict of interests between Supplier and FairPrice Group must be promptly disclosed to FairPrice Group as and when such conflicts arise or are anticipated to arise. This includes the instance where a former employee of FairPrice Group joins a Supplier as an employee. FairPrice Group is to be informed in this situation. Suppliers with ex-FairPrice Group employees must disqualify them from serving the FairPrice Group account for a period of one year from the date that the ex-FairPrice Group employee left FairPrice Group. Additionally,

Supplier must disclose if it is under common ownership, management, or control with another vendor supplying similar products or services to FairPrice Group, shares any address or operational facilities with such a vendor, or is aware of any other circumstances that could reasonably be perceived as a conflict of interest. Supplier acknowledges that full transparency in these matters is essential to maintaining trust and integrity and agrees to cooperate fully with FairPrice Group to appropriately manage any identified conflicts.

Suppliers must implement an effective mechanism which allows its employees, subcontractors, agents and customers to report any actual or suspected unethical behavior and practices. Concerns raised through this mechanism must be dealt with promptly by means of a transparent process that provides timely feedback to those concerned.

At FairPrice Group, we maintain a Whistleblower Program that provides all employees and external stakeholders (including our Suppliers) to voice concerns relating to suspected misconduct to us. If you wish to report a concern, please submit them through the Whistleblowing Portal, which is accessible via the FairPrice Group website at <https://www.fairpricegroup.com.sg/whistleblowing/>. You can make anonymous reports to the extent allowed by law.



3. Safety & Health



Depending on the type of goods and/or services to be provided by Supplier to FairPrice Group, Supplier shall, and procure that Supplier's personnel shall, ensure that it complies with (a) all safety and health laws applicable to their activities, in particular, the Workplace Safety and Health Act 2006; and (b) all FairPrice Group's workplace safety and health policies and guidelines whilst at any FairPrice Group premises.

A Supplier shall notify FairPrice Group as soon as practicable of any actual or potential safety and health concern at FairPrice Group's premises of which it becomes aware, and which relate to or arise in connection with the performance of Supplier's obligations. Supplier shall instruct its personnel to adopt any necessary associated safety measures in order to manage any such safety and health hazard.

All required permits, licenses, certifications and registration relating to workplace safety and health must be obtained, maintained and kept up-to-date.

A Supplier shall, when requested by FairPrice Group, inform FairPrice Group of the steps it has taken to comply with any applicable laws, policies and/or guidelines regarding workplace safety and health.



4. Product Safety & Quality



A Supplier shall ensure that it complies with product safety, and that all required permits, licenses, certifications and registrations relating to product safety and quality must be obtained, maintained and kept up-to-date.

Material safety data sheets containing all necessary safety-relevant information must be made available by Supplier for all hazardous substances and must be provided to FairPrice Group and/or relevant third parties in case of a legitimate need.

Products and services must be stored and delivered to meet the specifications, quality and safety criteria specified in the relevant contracts and/or product documents and are safe for their intended use.

In the event Supplier or FairPrice Group determines that an event, incident or circumstance has occurred which may result in the need for a recall or removal of any products and/or services provided by Supplier to FairPrice Group, Supplier shall promptly take all steps to follow the protocol and directions of FairPrice Group with respect to withdrawal of such affected products and/or services.



Supplier warrants that all products, be it manufactured, assembled and/or packaged in Singapore or overseas, delivered by the Supplier or its agent to FairPrice Group shall be fit for purpose, of satisfactory quality, certified safe for ordinary use and are in full compliance with any and all applicable requirements, standards, criteria and/or changes thereto as set out in all relevant laws, regulations, rules and policies of the Republic of Singapore including but not limited to: Health Products Act 2007; Environmental Protection and Management Act 1999; Consumer Protection (Safety Requirements) Regulations; and Consumer

Protection (Consumer Goods Safety Requirements) Regulations 2011. Supplier further declares its commitment to ensure product safety as a key priority.

Supplier confirms that all claims about the products and logos on the product label are truthful and can be substantiated. It does not create any erroneous impression of the value, merit, or safety of the products. Supplier must promptly inform and provide FairPrice Group of any updated information about the claims and/or logos, including without limitation renewal of the Halal certificates (where applicable).

5. Sustainability



FairPrice Group is convinced that sustainability is a natural part of being a successful organisation, and believes that this commitment is fundamental to creating effective, lasting, and equitable solutions to today's environmental challenges.

We expect our Suppliers with whom we work with to use their best endeavor to utilise natural resources in an economical way. Suppliers should undertake best efforts to manage their environmental

footprint and carry out research and development to assess how the impact of their operations on the environment may be minimised, and to inform FairPrice Group of any serious environmental issues relating to it, and its products and/or services. Where applicable, Suppliers should seek to apply for relevant sustainable certifications for their products. Suppliers must avoid the use of hazardous materials or engage in practices which cause pollution.

Suppliers who adopt sustainable business practices would be preferred. Suppliers may be assessed for a range of environmental criteria such as impacts related to water, emissions, or energy and may be required to provide evidence of proper waste, water, emissions and energy management.

FairPrice Group is committed to recycling electronic waste, food waste and plastics, and expects its Suppliers to comply with, and provide active support to FairPrice to ensure compliance with all applicable laws, including but not limited to the Resource Sustainability Act 2019 and similar legislation in Supplier's jurisdiction.



6. Human Rights and Employment Practices



FairPrice Group is committed to treating all people with dignity and respect, and expects its Suppliers to do likewise.

Supplier must respect the rights of the labour force to health, safety, fair wages and benefits, freedom of association and collective bargaining, no discrimination or harsh treatment, no forced labour and respecting labour restrictions related to children in line with the Employment Act 1968 and the International Labour Organisations’s Labour Standards, whichever is the higher standard. In particular, Supplier must ensure that all its employees (a) meet the local minimum age; (b) are provided with a safe working

environment and Supplier is to take measures to prevent workplace hazards and accidents and incidents of harassment, abuse or coercion; (c) are not subject to discrimination based on race, language, religion, age, gender, sexual orientation, marital status, political affiliation, pregnancy, 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.

Suppliers must create and maintain a meritocratic working environment that provides equal opportunity for all their employees. Any work routines or conditions or employment practices which may be characterised as forced or coerced labour and/or modern slavery are prohibited.



7. Confidentiality and Data Protection



All FairPrice Group’s confidential and commercially sensitive information must not be circulated to any third party unless expressly permitted by the relevant FairPrice Group entity, and will only be used by Suppliers for legitimate purposes in compliance with the terms of the non-disclosure / confidentiality agreement.

If in the course of its contract with the relevant FairPrice 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 all applicable data protection laws (including the Personal Data Protection Act 2012 and all its attendant regulations) as amended, consolidated, re-enacted or replaced from time to time.

Where Supplier processes personal data as a data processor for and on behalf of FairPrice Group, Supplier shall, and procure that Supplier’s personnel shall, (a) only process such data for the purposes notified to it by FairPrice Group; (b) maintains appropriate technical and organisational measures (i) prevent any unauthorised or unlawful processing of the personal data, and (ii) guard against accidental loss or destruction of, or damage to, the personal data; and (c) acknowledges and agrees to all clauses in the FairPrice Group’s Data Processing Agreement.



8. Business Continuity Planning



Suppliers shall implement and maintain policies to mitigate exposures to terrorism, crime, business threats, supply chain disruption, pandemics, natural disasters and related major accident exposures. Such policies must be reviewed periodically to ensure that they remain current and effective.



Implementation and Compliance

Suppliers must be able to demonstrate to FairPrice Group or to its auditors (where applicable) that the policies and procedures designed to achieve compliance with this Code are appropriate. This shall include being able to demonstrate that the Supplier has: (a) implemented and maintained, and/or complied with, effective systems and processes to enable meeting FairPrice Group integrity standards as noted above; (b) identified, and as soon as possible reported to FairPrice Group and legal and regulatory bodies, conditions and circumstances that threaten meeting

those standards; (c) established and operated effective safeguards; (d) evaluated the threats and safeguards appropriately; and (e) taken any additional steps that are appropriate in the circumstances to meet those standards.

In addition, Supplier shall communicate the contents of this Code to its directors, officers, employees, subcontractors, agents and others who act on Supplier's behalf in providing goods and services to FairPrice Group (collectively referred to as "Third

Parties") and ensure that the Third Parties adhere to the requirements of this Code.

FairPrice Group reserves the right to audit Suppliers from time to time to ensure that they are complying with this Code. A failure by any Supplier to comply with this Code can result in action taken by the relevant FairPrice Group entity against such Supplier, including termination of the contract with such Supplier and/or the pursuit of any other remedy available to such FairPrice Group entity.