



## VENTURE SUPPLIER CODE OF CONDUCT

Venture Corporation Limited, as well as all entities within the Venture group, (collectively, “**Venture**”) is committed to ensuring that the products and services it provides are produced in a way that respects fundamental human rights and the environment, preserves every worker’s right to a safe and fair workplace, and upholds world-class standards of business ethics. Therefore, Venture expects every supplier of Venture to comply with this Supplier Code of Conduct (“**Supplier Code**”) in providing goods and services to Venture; and each such supplier who provides goods or services to Venture under terms of supply or service that refer to or incorporate this Supplier Code is taken to have agreed to comply with this Supplier Code both in letter and spirit.

Venture supports the Responsible Business Alliance Code of Conduct (“**RBA Code**”) and adopts the RBA Code in its entirety as a part of this Supplier Code. The additional expectations spelt out in this Supplier Code are intended to articulate the same standards enshrined in the RBA Code and in the same spirit of the RBA Code. Compliance with this Supplier Code requires conformance to the RBA Code as well as with local law. To the extent that there are differing standards between this Supplier Code, the RBA Code and local law, this Supplier Code defines compliance as meeting the strictest requirements.

This Supplier Code applies to Venture suppliers, their subsidiaries and affiliates, as well as subcontractors and sub-tier suppliers (each a “**Supplier**”) providing goods and services to Venture or for use in or with Venture products.

From time to time, Venture may request Suppliers to provide a written certification of compliance with this Supplier Code. In addition, Venture may carry out audits to its Suppliers’ compliance with this Supplier Code and each Supplier commits to provide all reasonable assistance and cooperation in such audit by Venture, including by granting timely access to facilities, books and records which relate to the goods and services provided to Venture or for use in or with Venture products. Any non-compliance of this Supplier Code may jeopardise a supplier’s business relationship with Venture up to and including termination.

### **A. LABOUR**

Suppliers must uphold the fundamental human rights of workers, treat workers with dignity and comply with all relevant national and local legislation, regulations, by-laws, guidelines, codes of practices, etc, relating to the employment of labour. Suppliers must ensure that their employment and labour practices are consistent with United Nations Guiding Principles on Business and Human Rights and the ILO International Labour Standards. In application of such standards and principles, and the RBA Code:

#### (1) Freely Chosen Employment

Forced, bonded (included debt bondage) or indentured labour, involuntary or exploitative prison labour, slavery or trafficking of persons is not permitted. This includes transporting, harbouring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labour or services. All workers must be provided with a written employment agreement in their native language that contains the conditions of their employment. Suppliers must not confiscate, conceal, destroy, or otherwise withhold identification or immigration documents except in accordance with applicable law. All workers must be free to leave work at any time or terminate their employment without penalty except as permitted under applicable law.

#### (2) Protection of Young Persons

Child labour is not to be used in any stage of manufacturing. “Child” means any person under the age of 15 years old, or under the minimum age of employment in the country, whichever is greater. Workers under the age of 18 must not be required to perform work that is likely to jeopardise their health, safety or development, including night shifts, overtime or hazardous work. Suppliers shall

properly manage young persons by maintaining a system of identification and monitoring of young persons in their employ.

(3) Working Hours, Wages and Benefits

Working hours are not to exceed the maximum permitted under applicable law. All overtime must be voluntary, and workers must be allowed at least one day of rest in every seven-day period. Compensation paid to workers must comply with all applicable wage laws, including laws relating to minimum wages, overtime pay and mandatory benefits. Wages must not be deducted for debts owed by workers or as a disciplinary measure. Workers must be provided with a timely and reasonably comprehensible wage statement for each pay period, so as to allow workers to verify accurate compensation for work performed.

(4) Non-Discrimination, Non-Harassment and Humane Treatment

Suppliers must commit to a workplace free of harassment and unlawful discrimination. Suppliers must not engage in discrimination based on race, colour, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, marital status, genetic information or HIV status, in employment practices such as hiring, wage increments, promotions, rewards and access to training.

(5) Freedom of Association

Suppliers must respect the right of all workers to form and join trade unions of their own choosing, bargain collectively, or engage in peaceful assembly in accordance with applicable law. Suppliers must commit to an environment where workers can openly communicate and share ideas and concerns with management without fear of retaliation, discrimination, intimidation or harassment.

## **B. HEALTH & SAFETY**

Suppliers must commit to establishing systems and practices that minimise the incidence of work-related injury and illness and that comply with the ISO 45001, the ILO Guidelines on Occupational Safety and Health, and any sectorial or specific regulations, by-laws, rules, guidelines applicable to the goods and services they provide to Venture or for use in or with Venture's products. Amongst other things:

(1) Occupational Safety

Potential health and safety hazards (chemical, electrical and other energy sources, physical, fire, vehicles, fall hazards, etc) must be identified, assessed and mitigated. Where hazards cannot be adequately controlled by through controls and processes, workers must be provided with appropriate, well-maintained, personal protective equipment. Reasonable steps must be taken to remove pregnant women or nursing mothers from any health and safety hazards or risks.

(2) Occupational Injury & Illness

Procedures must be in place to prevent, manage, track and report occupational injuries and illnesses, including procedures to encourage or facilitate worker reporting of injuries and illnesses, classify and record injury and illness cases, provide necessary medical treatment, investigate causes and implement corrective actions, and facilitate workers' return to work.

(3) Machine Safeguarding

Suppliers must thoroughly and properly evaluate production and other machinery for hazards, provide (and properly maintain) physical guards, interlocks and barriers where machinery presents

an injury hazard to workers, and properly train (and refresh training of) workers operating complex machinery or machinery that present an injury hazard to workers.

(4) Emergency Preparedness

Suppliers must identify and assess potential emergency situations that pose a threat to life, the environment and property, and design and implement measures to minimise risks of their occurrence and to mitigate their impact. Suppliers must implement procedures that cover emergency reporting, employee notification and evacuation, worker training and emergency drills.

(5) Prohibited Substances

All goods and services provided by Suppliers must comply with all applicable laws on prohibited substances, and must be 100% asbestos-free and HCFC-free. At the time of delivery of products provided to Venture, Suppliers must submit a safety data sheet in accordance with the Globally Harmonised System of Classification and Labelling of Chemicals.

### **C. ENVIRONMENT**

Suppliers must commit to establishing and maintaining a system of identifying environmental impact of their activities and minimising adverse effects on public health and safety, the environment and natural resources within their operations. At minimum, Suppliers must comply with all applicable environmental laws, regulations, by-laws, guidelines, codes of practices, etc, and all internationally-recognised environmental standards. Amongst other things:

(1) Environmental Permits, Approvals & Registrations

Suppliers must procure and maintain all environmental permits, approvals and registrations required under applicable law.

(2) Pollution Prevention

Pollutants and waste emitted, generated or discharged from Supplier activities must be identified and tracked, and Supplier must commit to minimising or eliminating pollutants and waste discharge at the source or by practices such as adding pollution control equipment. The use of natural resources such as water, fossil fuels, minerals and virgin forest products, must be conserved by modifying production, maintenance and facility processes, material substitution, re-use, conservation, recycling, or other means. Substances hazardous to human health or the environment must be identified, labelled and properly managed to ensure safe handling, movement, storage, use, recycling or re-use, and disposal.

(3) Energy Consumption and Greenhouse Gas Emissions

Suppliers must establish and commit to corporate-wide greenhouse gas reduction goals. Energy consumption and all relevant greenhouse gas emissions must be tracked, documented and publicly reported against the greenhouse gas reduction goals. Suppliers must actively look for methods to improve energy efficiency and minimise and reduce energy consumption and greenhouse gas emissions.

## **D. ETHICS**

Suppliers must conduct their business in compliance with all applicable laws and in accordance with the highest standards of ethics. This includes:

(1) Business Integrity

Suppliers must uphold the highest standards of integrity in all business transactions. Suppliers must not seek to obtain undue or improper advantage, whether by bribery, corruption or other means. This prohibition covers promising, offering, authorising, giving or accepting anything of value, whether directly or indirectly, in order to obtain or retain business or otherwise gain an improper advantage. In particular, facilitation payments or small bribes normalised through trade or local practices are unacceptable.

(2) Disclosure of Confidential Information

All business dealings must be accurately and transparently reflected in Suppliers' books and records. Information regarding Suppliers' labour, health and safety, environmental practices, business activities, corporate structure, and financial situation, performance and outlook must be disclosed in accordance with applicable law and regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

(3) Intellectual Property Rights

All intellectual property rights must be respected and all use, transfer and exploitation of technology and know-how must be done in a manner that respects intellectual property rights. Suppliers must reasonably safeguard confidential information of its customers (including Venture) and suppliers.

(4) Privacy & Personal Data

Suppliers must protect the reasonable privacy expectations of individuals with respect to their personal data, in respect of all their business dealings whether with suppliers, customers, consumers, contractors or employees. Suppliers must comply with all applicable privacy and personal data protection laws in collecting, storing, transferring, or otherwise processing personal data.

(5) Responsible Sourcing of Minerals

Suppliers must adopt and maintain a policy on responsible sourcing of minerals and exercise due diligence on source and custody in respect of conflict minerals (as defined or understood from time to time, including cassiterite, coltan, wolframite and gold) and ensure that conflict minerals are sourced in a manner consistent with the Organisation for Economic Co-operation and Development ("OECD") Guidance for Responsible Supply Chain of Minerals from conflict-affected or high-risk areas. At minimum, Suppliers must comply with Venture's "Conflict Minerals Policy" as may be updated from time to time, which is accessible on Venture's website. The current version is accessible online here: [Venture Responsible Minerals Policy](#).

(6) Trade Compliance & Export Controls

Suppliers must comply with all applicable international trade laws, including laws relating to the import, export or re-export of goods and services; and with our Export Control Compliance Policy, the current version of which is accessible online here: [Venture Export Control Compliance Policy](#). In particular, Suppliers must implement and maintain due diligence processes to screen its

employees, customers, suppliers, vendors, and other business associates, to ensure compliance with applicable laws relating to trade sanctions and embargoes.

(7) Conflicts of Interest

Suppliers must avoid any actual or apparent conflicts of interests in its business dealings with Venture. Any such actual or apparent conflicts of interests must be disclosed and reported to Venture as soon as possible.

(8) Protection of Identity & Non-Retaliation

Suppliers must establish and maintain programs and channels of communication that ensure confidentiality, anonymity, and protection of employee and other whistle-blowers save to the extent prohibited by law, so as to enable their employees and other personnel to raise their concerns without fear of retaliation.

## **E. SPEAKING UP**

Venture has a framework for responsible and secure reporting of any malpractice, impropriety or non-compliance with this Supplier Code. Any suspected misconduct of such nature relating to Venture or its Suppliers can be reported to Venture by the following means:

**By Email** : [whistleblow@venture.com.sg](mailto:whistleblow@venture.com.sg)

**By Telephone** : +65-6484 8096  
(Available 8.00 am to 5.30 pm from Monday and Friday, Singapore time)

Callers outside of office hours are advised to report via email or by post.

**By Post** : Head of Internal Audit, Venture Corporation Limited, 5006 Ang Mo Kio Avenue 5, #05-01/12 Techplace II, Singapore 569873