



Fullerton Health Vendor Code of Conduct

Fullerton Health and all its affiliates (collectively, “**Fullerton Health**”) are committed to sustainability in all business activities and aim to apply highest ethical standards. Our Suppliers play an important role as enablers of our sustainable growth and overall success in providing affordable and accessible healthcare for all.

Fullerton Health promotes innovation and strives for economic, social and environmental sustainability in order to ensure the long-term success of Fullerton Health and its stakeholders. In support of this goal, Fullerton Health firmly requires its Supplier’s compliance with ethical principles for labour, environment, health and safety and management systems.

Fullerton Health is committed to following these principles and requires its Suppliers to explicitly acknowledge and adhere to the principles embodied in the Vendor Code of Conduct (“**Code**”) and to ensure that their own Suppliers, employees, Workers, sub-contractors, agents and related entities providing goods and/or services to Fullerton Health (“**Representatives**”), will also comply with these principles. The Supplier shall be responsible for communicating this Code to and ensuring that all Representatives, comply with this Code.

Fullerton Health reserves the right to modify the terms of this Code from time to time on giving the Supplier at least 14 days’ notice in writing (writing includes email).

In this Code, “Supplier” means a company, partnership or individual that provides goods or services to one or more members of the Fullerton Health group of companies and “Worker ” refers to any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

Supplier’s Commitment

The Supplier agrees that:

- It will comply with the requirements in this Code.
- It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- Any breach of this Code will allow Fullerton Health to terminate its relationship with the Supplier with immediate effect.

In carrying out its agreement(s) with Fullerton Health, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable Singapore laws and regulations (and if applicable, the laws and regulations of any other jurisdiction where it or its Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code. Competing standards shall be addressed as follows:

- (a) If there is a conflict between any applicable laws or regulations, the provisions of an agreement with Fullerton Health and the provisions of this Code, the Supplier shall meet the most stringent standard.



- (b) If there is a conflict between the provisions of an agreement with Fullerton Health and the provisions of this Code, the Supplier shall meet the standard as set out in the agreement.

Ethics

The Supplier shall conduct their business in an ethical manner and act with integrity.

The ethics elements include:

Business Integrity and Fair Competition

Any form of improper behaviour, including but not limited to, corruption, extortion, fraud, cheating, bribery and embezzlement are prohibited. The Supplier shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. The Supplier shall conduct its business consistent with fair and vigorous competition and in compliance with all applicable anti-trust laws. The Supplier must uphold fair business standards in advertising, sales and competition and shall ensure that there is no agreement, gratification and/or offer to give any person any gifts, inducement or reward that may influence business decisions.

Raising of Concerns

Any Supplier that has reason to believe that a Group employee or anyone acting on behalf of Fullerton Health, has engaged in illegal or otherwise improper conduct, shall promptly report the matter to the Company via grouprisk@fullertonhealth.com. Unless otherwise required by law, all reports made will be treated with confidence and without threats of any retaliation.

Disclosure of Information

The Supplier shall disclose information regarding its business activities, organisation structure, financial health and performance in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentations of conditions or practices in the supply chain are unacceptable.

Conflict of Interests

At the first instance, the Supplier shall promptly disclose if there is any actual, perceived or potential conflict of interests during the course of its contractual relationship with Fullerton Health. The Supplier shall take appropriate steps to ensure that neither the Supplier nor its staff is placed in a position where there may be an actual, perceived or potential conflict.

Privacy and Data Protection

The Supplier shall comply with the Personal Data Protection Act 2012 of Singapore, as may be supplemented and amended from time to time, in addition to any applicable privacy and data protection laws and regulations which it is subject to and such other policies which Fullerton Health may require the Supplier to comply with. The Supplier shall implement the necessary technical, physical and administrative safeguards and make only proper use of confidential information to ensure that company, Worker and patient privacy rights are protected. The Supplier shall also cooperate with the company in respect of any impact assessments or any other analysis which the company deems necessary to be conducted in order to safeguard against data protection risks.



Without prejudice to the above, the Supplier shall use personal data only for purpose(s) under the engagement and shall not further transfer personal data to other parties, including transfer outside Singapore, without the prior written approval of the company. The Supplier shall not retain personal data of the company when there is no business and legal purpose to do so, and shall dispose data when requested by the company and provide evidence of disposal. The Supplier shall notify the company of any incident or breach involving the company's confidential data (including personal data) as soon as possible, but in any case no later than 48 hours upon incident discovery, and shall cooperate with the company in incident management including investigation, reporting and rectification.

Intellectual Property

The Supplier shall respect intellectual property rights and manage technology and know-how in a manner that protects intellectual property rights and not infringe any intellectual property rights, including but not limited to copyrights, patents and trademarks.

Social Conscience

The Supplier is encouraged to help foster social, environmental and economic development and contribute to the sustainability of the communities in which it operates.

Product Safety and Quality

The Supplier shall provide Fullerton Health with high quality products and services that meet all applicable product quality and safety laws, standards and regulations. The Supplier must demonstrate that they have strong and effective product safety and quality management practices. The Supplier must immediately report to Fullerton Health any concerns about product safety.

Labor

The Supplier shall be committed to uphold the human rights of Workers and to treat them with dignity and respect.

The labor elements include:

Freely Chosen Employment

The Supplier shall not use forced, bonded, indentured or involuntary prison labor.

Child Labor and Young Workers

The Supplier shall not use child labor. The employment of young Workers below the age of 18 shall only occur in non-hazardous work and when young Workers are above a country's legal age for employment or the age established for completing compulsory education.

Non-Discrimination

The Supplier shall provide a workplace free of harassment and discrimination. Discrimination for reasons such as age, color, gender, sexual orientation, ethnicity, disability, religion, political affiliation, marital status or union membership is not condoned.



Fair Treatment

The Supplier shall ensure that no Worker is forced to work and shall provide a workplace free of harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of Workers and no threat of any such treatment.

Wages, Benefits and Working Hours

The Supplier shall pay Workers according to applicable wage laws, including but not limited to, minimum wages, overtime hours, contribution to provident/retirement fund and mandated benefits. The Supplier shall communicate with its Workers the basis on which they are being compensated in a timely manner. The Supplier is also expected to communicate with the Workers whether overtime is required and the wages to be paid for such overtime.

Health and Safety

The Supplier shall provide a safe and healthy working environment for all Workers, including for any company-provided living quarters. The Supplier shall comply with all laws, regulations and rules governing Worker occupational health and safety in the jurisdiction where they operate.

The health and safety elements include:

Worker Protection

The Supplier shall protect Workers from over exposure to chemical, biological and physical hazards, physically demanding tasks in the workplace and in any company-provided living quarters. The workplace should, among other things, be conducive to the physical well-being of their Workers.

Occupational Health, Safety and Hazard Prevention

The Supplier shall identify, evaluate and manage occupational health and safety hazards through a prioritized process of hazard elimination, engineering controls and/or administrative controls. The Supplier shall provide Workers with job-related, appropriately maintained personal protective equipment and instructions on its proper use.

Emergency Preparedness and Response

The Supplier shall identify and assess emergency situations in the workplace and any company provided living quarters and minimize their impact by implementing emergency plans and response procedures.

Hazard Information

Safety information relating to hazardous materials including pharmaceutical compounds and pharmaceutical intermediate materials shall be available to educate, train and protect Workers from hazards.



Environment

The Supplier shall operate in an environmentally responsible and efficient manner, and they shall minimize adverse impacts on the environment while ensuring compliance with the applicable environmental laws. The Supplier are encouraged to conserve natural resources, to avoid the use of hazardous materials where possible and to engage in activities that reuse and recycle.

The environmental elements include:

Environmental Protection

The Supplier shall comply with all applicable environmental laws and regulations, including but not limited to, waste disposal, pollution of all kinds and air emissions. All required environmental permits, licenses, information registrations and restrictions shall be obtained, and their operational and reporting requirements followed.

Waste and Emissions

The Supplier shall have systems in place to ensure the safe handling, movement, storage, recycling, reuse or management of waste, air emissions and wastewater discharges. Any waste, wastewater or air emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled and treated prior to release into the environment.

Spills and Releases

The Supplier shall have systems in place to prevent and mitigate accidental spills and releases to the environment.

Environmental Packaging

The Supplier shall use their best efforts to ensure environmentally responsible packaging. The packaging must have the minimum net impact on environment and at the same time, fully preserve the integrity of the products. The Supplier are encouraged to utilize environmentally friendly materials, provide reusable packaging and support reverse logistics whenever feasible and economical.

Management Systems

The Supplier shall use management systems to facilitate continual improvement and compliance with the expectations of these principles.

The management systems elements include:

Commitment and Accountability

The Supplier shall demonstrate commitment to the concepts described in this Code by allocating appropriate resources to facilitate compliance.



Legal and Customer Requirements

The Supplier shall identify and comply with applicable laws, regulations, standards and relevant customer requirements. The Supplier shall ensure that their businesses are conducted in accordance with the applicable laws and regulations.

Risk Management

The Supplier shall have appropriate mechanisms in place to determine and manage risks in all areas addressed by this Code and shall implement measures to manage any compliance risk exposures.

The Supplier shall ensure that it maintains at all times valid licenses, certificates and necessary insurance coverage in relation to the goods and/or services provided to the company.

The Supplier shall put in place an effective business continuity plan to ensure that it can continue to provide goods and/or services to the company during a disruption event.

Documentation

The Supplier shall maintain documentation necessary to demonstrate conformance with this Code and compliance with applicable regulations.

Training and Competency

The Supplier shall have a training program that achieves an appropriate level of knowledge, skills and abilities in management and Workers to address this Code.

Continual Improvement

The Supplier are expected to continually improve by setting performance objectives and timeline, executing implementation plans and taking necessary corrective actions for deficiencies identified by internal or external assessments, inspections and management reviews.

Innovation

Fullerton Health innovates products and services for providing affordable and accessible healthcare and contributes to improve people's health and quality of life. The Supplier shall support in these efforts through giving Fullerton Health early visibility and access to innovations.

Economic Sustainability

The Supplier shall continually identify and recommend ways to deliver value to Fullerton Health that have the potential to result in a competitive advantage (e.g., reduce cost and/or improve efficiencies).

Supplier Diversity

The Supplier shall engage socially and economically different categories of suppliers and subcontractors through inclusive sourcing processes that promote equal opportunities.



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Asian Healthcare
Affordable & Accessible

Non-compliance

Without prejudice to any terms and conditions in the agreement(s) signed by Fullerton Health and the Supplier, Fullerton Health shall be entitled to exercise its sole and absolute discretion to terminate any agreement in the event of any Supplier's failure to comply with and adhere to this Code or to suspend any of the Supplier's work until the failure to comply has been resolved.