



**Kinergy
Supplier Code of Conduct**

Introduction

Applicability

This Supplier Code of Conduct applies to any organization that (i) contracts with Kinergy to supply goods or services to Kinergy, (ii) contracts with Kinergy to serve Kinergy clients, or (iii) has entered into a business relationship with Kinergy to establish eminence in the marketplace, including alliance relationships and reselling relationships (“Supplier”).

Principles

Overview

We expect Kinergy Suppliers to support Kinergy's commitment to doing what is good for business and what is suitable for Kinergy people and the communities in which they live and work.

This Supplier Code of Conduct ("Supplier Code") outlines our requirements of Suppliers. A Supplier's contract with Kinergy may contain provisions addressing some of these issues. However, nothing in this Supplier Code is meant to supersede more stringent requirements in any particular contract.

Suppliers shall take ownership to understand and establish business processes to comply with applicable laws in jurisdictions where it operates or conducts business. Where the provisions of this Supplier Code of Conduct and law address the same intent, to the extent legally permitted, it is highly recommended that Suppliers apply the provision which furthers the objective of this Supplier Code of Conduct to a greater degree.

Every Supplier is expected to meet these standards in connection with its business operations. Therefore, suppliers shall establish and enforce policies that comply with this Supplier Code's expectations. Suppliers are also expected to apply comparable standards downstream in their supply chains.

Violations of this Supplier Code of Conduct are taken seriously and reported upon discovery by Kinergy. Any violation of this Supplier Code of Conduct may result in any of the following or other similar actions:

- Requesting the Supplier to audit and report its findings on its own organization
- Recommending or requiring corrective-action plans
- Making the Supplier a non-preferred supplier
- Termination of contract with the reported Supplier

Human rights

Humane treatment

Suppliers shall treat workers with dignity and respect, not subject them to a demeaning workplace environment.

Harassment

Suppliers shall foster a culture and workplace that does not tolerate harassment, including sexual threats, or retaliation for reporting harassment.

Labour

Forced Labour

Suppliers shall not employ or utilize any form of illegal labour, or other forms of subjugation or human trafficking and will take all reasonable steps to guarantee that there is no form of unlawful forced or compulsory labour, or other forms of subjugation or human trafficking employed or utilized across its business activities or supply chains.

Child labour

Suppliers shall not exploit child labour and shall not employ any workers under the age of 15 or the minimum legal working age, whichever is greater. Employment of workers under 18 shall not interrupt their basic education enforced by local law. It shall not, by the nature of the work or the environment in which the work is carried out, be likely to harm their morals, health and safety. In cases where minors are authorized to work, we expect Suppliers to observe and adhere to all lawful requirements.

Discrimination

Suppliers shall cultivate working environment culture that promotes equal opportunity for all. Supplier shall not tolerate discrimination based on gender, race, religion, age, disability, gender identity, sexual orientation, or those categories protected by local legislation. All potential job candidates and employees shall be assessed and evaluated based on their ability to perform the job scope.

Wages, working hours, and other conditions

Suppliers shall meet applicable working conditions across its workforce, including, without limitation, regulations, laws, and standards relating to paying the minimum legal wage or a wage that meets local industry benchmarks, whichever is greater; the observation of lawful mandated break and frequency of rest periods, and the health, environmental, safety and security of the workers within the workplace.

Freedom of association

Suppliers shall nurture an environment where business standards are clearly understood and clear channels for individuals to communicate openly with management without the threat of retaliation, intimidation, or harassment. Additionally, Suppliers shall respect workers' legal rights to freedom of association and not hinder workers' rights to organize and join associations legally.

Health and Safety

In addition to meeting minimum legal requirements for working conditions, Suppliers are expected to provide a safe, healthy work environment (e.g., clean facilities, properly maintained equipment, adequately lit and ventilated workplace) and take it best efforts and precautions to prevent accident and injury.

Environment**Resource efficiency and waste minimization**

Suppliers shall seek to improve resource efficiency and reduce resource consumption, including raw materials, fuel, water, and energy. Suppliers are expected to make reasonable efforts to eliminate or lower levels of waste (solid and wastewater) generated by increased landfill diversion, recycling, and reuse. Supplier is encouraged to innovate and deploy environmentally friendly advancements and processes that reduce negative environmental impacts.

Pollution and emissions reduction

Suppliers shall take reasonable steps to minimize greenhouse gas emissions and toxic and hazardous pollutants. Suppliers are encouraged to track greenhouse gas emissions and set science-based (in line with the Paris Agreement) greenhouse gas reduction goals.

Integrity, ethics, and anti-corruption

Business Integrity

Suppliers shall not involve in any unlawful or unethical behaviour or act. Suppliers are expected to defend standards of fair business practices. Suppliers shall endeavour to maintain their confidential process to enable employees and contractors to report incidents of unethical behaviour.

Corruption / bribery / financial crimes

Suppliers shall neither make bribes nor accept nor induce or permit any other party to make or receive bribes on its behalf nor cause other parties, including Kinergy, to breach any applicable anti-corruption or anti-bribery laws when working on behalf of or with the other parties including Kinergy.

Suppliers shall use reasonable practices to prevent bribery and support efforts to fight corruption.

Suppliers shall not involve in or engage any third party with money laundering or funds supporting arm activities like civil war or other financial-related criminal activities.

Gifts, entertainment, and hospitality

Suppliers shall not offer or solicit any form of gifts, entertainment, and hospitality whereby there is reason to believe or intention of desire likely to conclude there may be an expectation to despicably impact choices or impede objectivity related to its trade dealings.

Confidentiality Information

Suppliers shall protect and shall not disclose Kinergy's business information, such as forecast, pricing, customers list, production plan, schedules, designs, drawings, improvements program, technical know-how and any other information that is not generally available or has not been widely disseminated to the public.

Conflict of interest

Suppliers shall not engage in any form of biases, conflict of interest, or inadequate influences of others to deviate from its professional judgements and decisions. Suppliers shall voluntarily declare any such conflicts involving Kinergy personnel.

RoHS and REACH

Kinergy follows all relevant and applicable legal requirements and industry standards and guidelines.

Suppliers shall ensure that themselves and all of their sub-tier supply chains and provide information to enable Kinergy stays in compliances with materials content restriction regulations, including but not limited to RoHS (Reduction of Hazardous Substances) and REACH (Registration, Evaluation, Authorization and Restriction of Chemicals)

Conflict Minerals

Kinergy is committed to supporting the conflict minerals policy and responsible sourcing materials used in equipment manufacturing. Suppliers shall reasonably ensure the materials used in their products which selling to Kinergy do not contain Tin, Tantalum, Tungsten and Gold (3TG) sourced from the Democratic Republic of the Congo (DFC) and adjoining countries, collectively, the "DRC).

Changes to the Kinergy Supplier Code of Conduct

The Supplier Code of Conduct may be revised or updated by Kinergy from time to time. In any situation when there is a conflict between the Supplier Code of Conduct and any applicable law or provision of any agreement between Kinergy and Supplier, the applicable law or agreement shall apply.

Reporting Violations

Reporting suspected violations

Actual, or suspected, material violations by a Supplier of this Supplier Code of Conduct or any other severe violations potentially harming our clients, Kinergy's employees or Kinergy as a company shall be raised to your Kinergy contact or via procurement@kinergy.com.sg Kinergy's anonymous corporate reporting platform, in the first instance.

Similarly, if you are a Supplier to Kinergy and suspect that a Kinergy employee, or anyone acting on behalf of the company, has engaged in illegal or otherwise improper conduct, you shall report the matter to your Kinergy contact or via procurement@kinergy.com.sg