

CapitaLand Investment Supply Chain Code of Conduct Initiative

Introduction

CapitaLand Investment Limited (“**CapitaLand**”) is a signatory to the United Nations Global Compact (“**UNGC**”) and is committed to the UNGC principles by incorporating it into its business strategies, policies and company cultures. CapitaLand expects companies in its supply chain (known as “**Vendor**”) to comply with all applicable legal requirements and endeavour to implement appropriate measures to aid CapitaLand in meeting the following basic principles of this code of conduct (“**Code**”):

1. Labour

The Vendor shall comply with the relevant local laws and regulations and relevant codes of practice administered by the local authorities with regard to child labour¹, forced labour, non-discrimination, working hours, wage payment, freedom of association, and other labour requirements in the jurisdictions in which it operates.

- i. The Vendor shall not engage in unlawful employment or exploitation of children in the workplace.
- ii. The Vendor shall not engage in any form of forced labour in the workplace.
- iii. The Vendor shall strive to maintain an inclusive workplace free of harassment and discrimination based on a person’s status such as gender, race, religion, age or other characteristics protected by applicable local laws of the jurisdictions in which it operates.
- iv. The Vendor shall comply with all applicable local laws and regulations relating to wages and benefits, and the existing practice in the industry and local labour market of the jurisdictions in which it operates.

2. Environment

The Vendor shall comply with the relevant local laws and regulations and relevant codes of practice administered by the local authorities with regard to environmental protection and other environmental requirements.

- i. The Vendor shall strive to promote greater environmental responsibility and support CapitaLand in the use of goods and services to mitigate CapitaLand’s environmental impact², as well as to better manage and utilise resources such as energy and water, and waste management.

¹ Please refer to the following URL on United Nations Global Compact notes on Child Labour and Forced or Compulsory Labour.

<https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-4>

<https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-5>

² This includes impacts related to greenhouse gas emissions, energy consumption, pollution prevention, waste management, resource efficiency, biodiversity, and etc.

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- ii. CapitaLand may request for, and the Vendor shall provide, evidence that the Vendor has implemented or is in the process of implementing an environmental programme or policy. In the absence of such a programme or policy being in place, the Vendor shall provide a statement describing their incumbent position with regard to the protection and preservation of the environment.

3. Business Integrity and Ethics

The Vendor will conduct itself ethically and respect local laws and regulations, and strictly prohibit bribery and corruption in any form. The Vendor is encouraged to report all actual breaches or concealment of any forbidden acts including but not limited to the following:

- i. Anti-bribery and corruption
- ii. Unfair business practices
- iii. Conflict of interest
- iv. Gifts and gratuities
- v. Data privacy and information security

The email is Whistleblowing.ACChair@capitaland.com.

4. Health and Safety

The Vendor shall comply with the relevant laws and regulations and the relevant codes of practice administered by the local authorities with regard to health, safety and security, and to implement adequate precautions to protect the health and safety of its workers, in accordance with the nature of the industry and other health and safety requirements in the jurisdictions in which it operates.

5. Death and injury

The Vendor shall not, and shall reasonably endeavour to ensure that its sub-contractors and its and its sub-contractors' employees, personnel, agents, principals, contractors and/or representatives do not, (a) take any action; (b) do anything; or (c) omit to take any action or do anything that may (i) cause, result in or contribute to; or (ii) partially cause, result in or contribute to (1) the death or injury of any person at the site and/or premises and/or property; or (2) the breach of the terms of any ISO certification of the Vendor.

Where the Vendor and/or its sub-contractors and/or its and its sub-contractors' employees, personnel, agents, principals, contractors and/or representatives is permitted by Employer and/or CapitaLand and/or its subsidiaries to occupy and/or carry out work on the Employer's and/or CapitaLand's and/or its subsidiaries' site and/or premises and/or property (collectively, "**CapitaLand Site**") as part of its scope of work, the Employer and/or CapitaLand and/or its subsidiaries may conduct random on-site inspections on such CapitaLand Site from time to time to verify that the Vendor has complied with this paragraph 5. The Vendor will provide all the necessary assistance and facilities in order for the Employer and/or CapitaLand and/or its subsidiaries to perform these inspections. Notwithstanding such inspections by the Employer and/or CapitaLand and/or its subsidiaries, the Vendor will remain solely liable for any lack of

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compliance on its part or on the part of its sub-contractors and its and its sub-contractors' employees, personnel, agents, principals, contractors and/or representatives.

Application and Enforcement

This Code is applicable to all Vendors of CapitaLand and its subsidiaries. The Vendor shall undertake to procure its own sub-contractors and its and its sub-contractors' employees, personnel, agents, principals, contractors and/or representatives (if any) to comply with the principles of this Code.

In the event that this Code conflicts with the terms of any contract entered into by the Vendor and CapitaLand and/or its subsidiaries, the Vendor shall comply with this Code or the contract, whichever is more stringent.

Depending on the circumstances and the gravity of violation of this Code, failure to adhere to this Code may be a ground for CapitaLand and/or its subsidiaries to terminate the services of the Vendor. CapitaLand and/or its subsidiaries may, at its sole discretion, give time to the Vendor to remedy its breach of this Code. If such breach cannot be remedied within thirty (30) days or such other period as agreed by CapitaLand and/or its subsidiaries, CapitaLand and/or its subsidiaries reserve the right to terminate the services of the Vendor.

DETAILED POLICY ARE PUBLISHED IN CAPITALAND INTRANET.