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TRU-MARINE SUPPLIER CODE OF CONDUCT

1. PURPOSE

1.1 Tru-Marine Pte. Ltd. and its operating subsidiaries (hereinafter collectively referred to as “Tru-Marine”) are committed to conducting our businesses ethically and responsibly. Our core values of integrity and accountability are fundamental to the way we do business, including how we manage our supply chain and the impact of our business activities beyond our direct operations.

1.2 The sustainability of our supply chain is crucial to the long-term success of our businesses. Through close cooperation with our suppliers, we strive to positively influence their environmental, social, and governance performance.

2. SCOPE

2.1 This Supplier Code of Conduct (the “Code”) sets out the standards of conduct to which Tru-Marine’s suppliers, their parent entities, subsidiaries or affiliate entities, and employees are expected to adhere.

2.2 A “Supplier” refers to any person or entity, as decided by Tru-Marine or the relevant entity, including:

- (i) contractors of a Tru-Marine entity;
- (ii) direct suppliers to Tru-Marine; and
- (iii) selected sub-suppliers and third-party service providers.

2.3 Suppliers are responsible for ensuring that the Code is disseminated to all their employees, subcontractors, and other relevant third parties. If required under the circumstances, training in the local language must be carried out by Suppliers to ensure that all employees and third parties involved in projects related to Tru-Marine fully understand the principles of this Code.

3. BUSINESS CONDUCT

Tru-Marine expects our Suppliers to conduct their business operations with the highest standards of integrity, fairness, and impartiality, in an ethical and proper manner.

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3.1. Legal Compliance

Suppliers shall observe and comply with all applicable laws and regulations in their respective countries of operation. In cases where the standards in this Code differ from national laws, or other applicable regulations or standards, Suppliers shall abide by the stricter requirements.

3.2. Political Involvement

Suppliers shall remain politically neutral and not be involved in political events or activities. Suppliers shall not make political contributions, that includes paying the wages of an employee working for a political party or candidate during normal working hours, and shall not use Tru-Marine’s facilities or resources for the benefit of a political party, candidate, or organisations to which they are directly or indirectly connected to.

3.3. Anti-corruption

Tru-Marine does not, under any circumstances, tolerate illegal, unethical or any form of corrupt behaviour. Its anti-corruption policies and measures are as set out in this Code. Suppliers are expected to comply with the following:

- (i) Suppliers’ employees shall not directly, indirectly, or through third parties offer, promise, give, or authorize the giving, to any Tru-Marine’s employee, any bribe, kickback, illicit payment, gift, gratuity, service, favour, or anything else of value, to influence or reward that employee, in order to secure the performance or non-performance of any function or activity.
- (ii) Suppliers’ employees shall not entertain, and shall promptly report to Tru-Marine’s management, any request or demand by any Tru-Marine’s employee for any undue financial or other advantage of any kind in return for securing the performance or non-performance of a function or activity.
- (iii) Suppliers must, under no circumstances, offer, promise, give or authorise the giving, directly or indirectly, or through third parties, of any bribe, kickback, illicit payment, benefit in kind, or any other advantage to a Government Official¹ or Government Entity², or contractor, or any other person or entity, as an inducement or reward for an improper performance or non-performance of a function or activity.
- (iv) Suppliers should not make any facilitation payments on behalf of any Tru-Marine entity. Facilitation payments are payments or gifts made to a Government Official to speed up, or secure the performance of a routine, governmental action which the

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official is already obliged to perform, such as issuing permits, immigration controls, providing services, or releasing goods held in customs.

(v) Similarly, Suppliers must not under any circumstances solicit or accept, directly or indirectly, any bribe, kickback, illicit payment, benefit in kind, or any other advantage from any Government Official or Government Entity, customer, supplier, contractor, or any other person or entity that is intended to induce or reward improper performance or non-performance of a function or activity.

(vi) Suppliers shall not take any action that could result in Tru-Marine or its clients becoming subject to any action, penalty, or loss under any anti-bribery and/or anti-corruption laws.

(vii) Suppliers shall comply with anti-money laundering laws and countering the financing of terrorism laws.

1 “Government Official” means any elected or appointed official of a Government Entity of any country; representatives or employees of a Government Entity at any level, including customs, immigration and transportation workers; military personnel; representatives of political parties; candidates for political office; directors, managers or employees of state-owned or controlled entities; and any entity hired by a Government Entity for any purpose.

2 “Government Entity” means any national, federal, state, provincial, county, municipal, local or foreign government, or other subdivision or agency thereof; any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government; any arbitrator or arbitral body or panel of competent jurisdiction; any public international organization (e.g., the United Nations, the International Monetary Fund, the World Bank); and any entity owned or controlled, in whole or in part, by any national or local government (e.g., a state-owned or state-controlled petroleum company, communications company, etc.).

3.4. Gifts, Hospitality & Expenses

Suppliers shall not offer, directly or indirectly, promise, or give to our employees, representatives, or anyone closely related to them, any gifts, including but not limited to merchandise, entertainment, payments comprising cash or the equivalent, and other tangible or intangible objects of nominal value, except for promotional items of minimal value normally bearing a company logo. Hospitality, such as social events, meals, or entertainment, may be offered if there is a clear business reason, but the cost must be kept within reasonable limits. Travel, accommodation, and other expenses for the individual representing Tru-Marine will always be paid by Tru-Marine. Hospitality, expenses, gifts, or other favours shall not be offered or received in situations involving contract bidding, evaluation, or award.

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3.5. Fair competition and Anti-trust laws

Suppliers shall have a strict policy to act in compliance with applicable competition and anti-trust laws, and expects its suppliers to do the same. They must not participate in price fixing, market or customer allocation, market sharing, or bid rigging with competitors. Suppliers should be committed to ensuring that the principles of fair competition are respected in their dealings with, or on behalf of, any Tru-Marine entity.

3.6. Confidentiality

Suppliers shall take appropriate steps to safeguard and maintain confidential and proprietary information of their business partners and use such information only for the purposes authorized by the governing contractual agreement or, where there is not yet a contractual agreement in place, then by the understanding in place, for the intended purpose. In the cases of subcontracting, information may only be shared with third parties with the appropriate approval from Tru-Marine, and non-disclosure agreements must be provided by the third parties.

4 SAFETY AND HEALTH

Safety is a core value at Tru-Marine. Our vision is for everyone to go home safely at the end of every workday. We work closely with our suppliers and other stakeholders to achieve this. Suppliers shall take all necessary measures to safeguard their employees and others involved in their operations.

4.1. As safety and health risks vary across the industries in which Tru-Marine and its suppliers operate, Suppliers must comply with Tru-Marine entity’s industry-specific safety and health requirements, where such requirements exist.

4.2. Suppliers shall have, or work towards having, an effective health and safety management system through which they are able to:

- Identify and control health and safety risks;
- Reduce the risk of accidents;
- Comply with relevant laws and regulations;
- Ensure that necessary emergency preparedness and prevention measures are in place; and
- Improve overall workplace safety and health performance.

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4.3. We expect our Suppliers to take ownership of strengthening their own safety culture and to continuously work at improving their safety and health performance. This includes providing necessary safety and health training and equipment for their employees.

4.4. Suppliers shall strictly comply with all safety rules and regulations of Tru-Marine. All goods and services supplied by the Suppliers shall be in compliance with the latest Health, Safety and Environmental statutory requirements.

5. ENVIRONMENTAL MANAGEMENT

Tru-Marine is committed to conducting its businesses in an environmentally sustainable manner. Close cooperation with Suppliers is crucial for effectively managing our environmental risks and impacts within our supply chain.

5.1. We expect our Suppliers to comply with all applicable national laws and regulations, as well as all requirements for environmental licenses and permits.

5.2. Suppliers shall have, or work towards having, an effective environmental management system in place, through which they are able to manage and monitor:

- Energy and water efficiency;
- Responsible waste management and recycling;
- Greenhouse gas emissions mitigation; and
- Pollution prevention.

5.3. Suppliers shall not supply raw materials, parts and products that contain unsustainable substances such as asbestos or any other harmful material which can cause environmental risks or health issues over time. Suppliers shall conduct due diligence to ensure that sub-suppliers do not use harmful materials in the production of the materials, parts and products supplied.

5.4. Wherever feasible, Suppliers shall provide environmental-friendly products. Preference shall be given to environmental-friendly packing material.

6. EXPORT CONTROLS / SANCTIONS

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Tru-Marine is committed to complying with restrictions that apply to its business and operations, which may include sanctions and embargoes which prohibit or limit our ability to operate in certain countries and locations, or do business with sanctioned entities or individuals, etc.

6.1. Suppliers shall not directly or indirectly provide to Tru-Marine any material or service in violation of sanctions imposed by Singapore, the United Nations, United States or the European Union, and other regional, unilateral, and multilateral regulations that restrict transactions with specific foreign entities, persons or countries. Examples of sanctioned countries are Syria, Cuba, Iran, Sudan and North Korea. Examples of entities and persons include, but are not limited to, terrorists, organisations that fund terrorists, and/or parties guilty of trade violations (often included in lists such as the Specially Designated Nationals and Blocker Persons List (SDN), Sectoral Sanctions Identifications (SSI) List and the consolidated list of persons, groups and entities subject to EU financial sanctions).

6.2. Suppliers shall comply with the trade regulation laws of the country or legal subdivision in which they operate.

7. COMPLIANCE

7.1 Suppliers are required to acknowledge that they have read and understood this Code. We expect our Suppliers to communicate the requirements of this Code to their own suppliers and subcontractors and secure their compliance.

7.2 Acknowledgment of this Code authorizes Tru-Marine to conduct audits, with prior notification, at Suppliers' premises. Tru-Marine also requires Suppliers to submit an annual declaration confirming their adherence to the Code throughout the ongoing business relationship.

7.3 In cases of non-compliance, Suppliers are expected to work expeditiously to implement appropriate corrective measures in accordance with the practices and requirements of the relevant Tru-Marine entity.

7.4 We expect our Suppliers to cooperate in an honest and transparent manner with any requests for information with regards to the sustainability aspects of their operations.

7.5 In the event that the standards in this Code differ from applicable laws or regulations, or from the provisions in the specific business contract between the

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Supplier and the relevant Tru-Marine entity, the Supplier shall abide by the stricter requirements.

8. RAISING CONCERNS

We expect Suppliers to immediately report any suspected misconduct related to Tru-Marine's business or its employees via our Whistleblowing channels.

You may find our Whistleblower policy, as well as the Whistleblower channels, on our website www.trumarine.com.

DECLARATION

Acceptance and adherence to this Code are factors in determining eligibility to be registered, and to remain registered, as Tru-Marine's Supplier.

If a Supplier violates any of the requirements in this Code, Tru-Marine reserves the sole right to discontinue business with the Supplier (including terminating any existing contracts) and shall not be liable for any claims for losses or damages resulting therefrom.

The principles set forth in this Code are fully understood and shall be adhered to, as indicated by the authorised signatories.

Signature:

Company Name:

Name of Supplier Representative:

Title:

Email Address

Date:

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Revision History

Rev	Description of Change	Affected Sections	Date Released	Originator
00	Initial	All	01 Mar 2024	Serena Seah
01	Include Appendix A	All	26 July 2024	Serena Seah
02	Revised to emphasize on ABC issues	All	27 Nov 2024	Linda Hoon