



TRADE-PRO FOOD DISTRIBUTION PTE LTD

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Supplier Code of Conduct (2024)

This Supplier Code of Conduct outlines the standards and expectations we have established for all businesses that partner with us. It reflects our commitment to quality, safety and ethical business practices throughout our supply chain.

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1 Purpose

Trade-Pro Food Distribution Pte Ltd (“the Company”) is dedicated to conducting business ethically and responsibly. We believe in fostering a supply chain that ensures the well-being of workers, the environment and the communities we serve.

The Supplier Code of Conduct (“the Code”) outlines our expectations we have of ourselves and our suppliers in upholding these values.

2 Scope

This Code sets out the standards of conduct to which the Company’s suppliers and their parent entities, subsidiaries or affiliate entities and employees, are expected to adhere.

This Code also applies to any sub-contractor(s) of suppliers, providing goods or services to the supplier. The supplier shall be responsible for ensuring that any subcontractors, agents or other third parties that are engaged in the work for the Company, where permitted by the agreement with the Company, will act consistently with these standards.

Set out below are the general standards to be met by all suppliers of the Company.

3 Business Ethics and Compliance

3.1 Compliance with Laws, Rules and Regulations

The supplier shall comply with all laws, rules and regulations applicable to its business and countries they operate in. When the standards under the Code are higher than those set by law, the standards of this Code shall prevail.

3.2 Anti-Bribery and Corruption

The supplier shall comply with all national and international anti-bribery regulations as well as applicable anti-corruption laws, regulations and standards. The supplier shall not (either directly or indirectly) offer or promise to provide anything of value (including gifts) to improperly influence an official act or to secure an improper advantage to obtain or retain business.

3.3 Conflicts of Interest

A conflict of interest arises when an individual has a private/personal interest which could appear to influence their decisions. Such conflict-of-interest situation includes a relationship by blood or marriage, partnership, business partnership or investment. The supplier shall disclose any actual or potential conflict of interest with the Company.

3.4 Money Laundering and Fair Competition

The supplier shall comply with applicable laws and regulations designed to combat money laundering activities. The supplier shall maintain financial records and reports according to international laws and regulations. The supplier shall comply with applicable competition and anti-trust laws.

3.5 Financial Reporting

Supplier shall comply with the bookkeeping, accounting, disclosure and reporting requirements of the respective countries and with all other applicable laws, rules, and regulations. No unrecorded off-the-books or secret assets of any kind should be maintained for any purpose whatsoever.

4 Human Rights and Labour

4.1 Human Rights

Suppliers will respect human rights in dealing with their stakeholders at large (i.e. employees, clients, suppliers, shareholders and communities). Suppliers will support the principles of the Universal Declaration of Human Rights.

4.2 Child Labour

According to ILO Minimum Age Convention no. 138 (1973), a child is defined as any person less than 15 years of age. Suppliers shall employ workers with a minimum age of 15, or the applicable minimum legal age, whichever is higher.

4.3 Forced Labour

The supplier shall not employ any form of forced, bonded, indentured or involuntary labour. All workers must have the freedom to leave employment and the workplace at any time as stipulated by the employment law.

The supplier is responsible for all recruitment fees and shall not retain workers' identification documents, such as passports or work permits.

Disciplinary actions must be fair and respectful, with no use of physical or mental coercion. Clear disciplinary policies and procedures should be communicated to all workers.

4.4 Fair Compensation and Working Hours

The supplier shall comply with all applicable national laws and mandatory industry standards regarding working hours, overtime, wages and benefits. The supplier shall pay workers in a timely manner and clearly convey the basis on which workers are being paid. Unless legally permitted, deductions from wages as a disciplinary measure shall not be allowed.

4.5 Equal Employment Opportunity, Anti-Harassment and Sexual Harassment

Supplier shall be an Equal Opportunity Employer and provide a workplace free of harassment and discrimination. Discrimination on the grounds of race, colour, religion, gender, sexual orientation, age, disability, national origin or any other factor made unlawful by applicable laws and regulations is not accepted.

4.6 Diversity and Inclusion

The supplier shall promote work culture that values the diversity of its employees. The supplier shall not discriminate or tolerate discrimination with respect to gender, race, religion, age, disability, sexual orientation, national origin or any other characteristic protected under law.

4.7 Freedom of Association and Collective Bargaining

The employees of the supplier must be free to join or not to join a union/employee representation of their choice, free from threat or intimidation. The supplier recognises and respects the right to collectively bargain in accordance with applicable laws.

5 Environment and Community

5.1 Health and Safety

The supplier is obliged to take any reasonable and practical measures to ensure a safe, healthy and clean working environment. There should be procedures and systems to prevent, manage, track and report occupational injury and illness, provide necessary medical treatment, investigate cases and implement corrective actions to eliminate their causes.

5.2 Environmental Stewardship

The Company seeks suppliers who share our dedication to sustainability. Suppliers must comply with all applicable national laws and regulations, and all requirements for environmental licenses and permits. Suppliers must have policies in place to minimise their environmental impact, including resource consumption, energy and water usage, as well as greenhouse gases emissions.

5.3 Biodiversity and Animal Care

In line with the EU Deforestation Regulation (EUDR) and emerging global standards for nature-related financial disclosures (TNFD), the Company expects our suppliers to demonstrate responsible sourcing practices that avoid deforestation and forest degradation. This includes sourcing agricultural products from regions that do not contribute to deforestation, and preferably from certified sustainable sources.

The Company also encourages the use of sustainable and humane animal husbandry practices throughout the supply chain.

As applicable, suppliers with certifications such as Roundtable on Sustainable Palm Oil (RSPO), Roundtable Responsible Soy (RTRS) and UTZ will be preferred.

5.4 Food & Safety Management

Food suppliers have to ensure that they adhere to the industry standards of food safety of their products. These standards include but are not limited to BRCGS Global Food Safety Standard, Good Manufacturing Practice (GMP), Hazard Analysis & Critical Control Points Programme (HACCP), International Featured Standard (IFS), ISO 22000 (Food Safety Management).

6 Data Protection and Confidentiality

6.1 Confidentiality

Suppliers must maintain and keep in confidence all sensitive, proprietary and confidential information of the Company. The Company retains full ownership of this information, and the same shall not be used in any way other than as expressly agreed with or allowed by the Company.

6.2 Information Security and Personal Data Protection

Suppliers must keep personal information of the Company's customers, consumers, employees and shareholders confidential and secure, and to observe the legal and contractual requirements on their collection, transfer, processing, retention and destruction. Relevant regulations include European Union's General Data Protection Regulation (GDPR) and Singapore's Personal Data Protection Act (PDPA).

Supplier partners must also comply with the Company's information security policy to "Always Verify" should they encounter any suspicious IT related activities and to have adequate security controls in place at all times.

6.3 Monitoring and Updating Supplier Evaluation Form

As part of our commitment to quality and compliance with ISO standards, selected suppliers will be required to complete a Supplier Evaluation Form. This evaluation will help us assess and ensure the continued alignment of your business practices with our operational standards. Suppliers will be selected for evaluation based on the volume of business conducted with our company and across different supply types.

6.4 Supplier Audits

The Company reserves the right, upon reasonable notice, to check compliance with the requirements of the Code. The Company may perform periodic audits at the supplier site/office to assess our supply base, support regional government requirements and initiatives, understand our supplier diversity community and environmental impact, and supplier's overall compliance with the principles set out in this document.

6.5 Consequences of Non-Compliance

Any supplier found to have violated this policy may result in actions being invoked against that supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code.

The range of actions available to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions.
- Disclosure of nature of breach to all subsidiaries and associate companies.
- Immediate termination of contract, without recourse.

Violations shall be reported to email: noncompliant@tradeprof.com.sg. Strict confidentiality will be maintained on all notified violations.

6.6 Updates

The Company may, at any time and without prior notice to the supplier partners, update or change the terms of this Code at our sole discretion. In such an event, supplier partners will be notified of the changes with the posting of the amended Code via email.