



CIMB's VENDOR CODE OF CONDUCT

CIMB's Vendor Code of Conduct ("VCOC") applies to CIMB's procurement vendors of goods and/or services ("Vendors"). The VCOC defines CIMB's expectations and requirements of its Vendors, and the responsibility of Vendors towards its stakeholders and the environment. Where Vendors use subcontractors / instruct a third party (as approved by CIMB) to perform any act in relation to performing services for CIMB, CIMB expects the conduct of such subcontractors / third parties are consistent with this VCOC. CIMB may modify the VCOC as required and the latest version of the VCOC can be found on CIMB's homepage—Sustainability Page. In addition to this VCOC, Vendors are also bound by specific agreements with CIMB (e.g. general terms and conditions of the purchase order, regional / local terms and conditions, etc.)

CIMB aims to achieve its sustainability goals by minimising negative impact and maximising positive impact towards its stakeholders and the environment, which is in line with the principles of sustainable procurement. Sustainable procurement is defined as procurement that has the most positive environmental, social and economic impacts possible over the entire life cycle, according to ISO 20400. CIMB recognises the impact procurement has in reaching its sustainability performance and objectives. The VCOC is also developed in alignment with CIMB's seven priority Sustainable Development Goals (SDGs) which includes SDG 8, 9, 10, 12, 13, 15, 16. With that, this VCOC includes three key areas (Economic, Environmental, and Social or EES). CIMB encourages the Vendors to make voluntary disclosures and CIMB may request for evidence of progress and implementation towards CIMB's EES requirements.

- **Economic**

CIMB is committed to the highest standards of ethical conduct and integrity in our business activities. We are also fully committed to comply with all laws and regulations which govern our business and operations. CIMB adopts a zero-tolerance approach to any and all acts of bribery or corruption perpetrated by its stakeholders, including the Vendors with whom CIMB works or who act on CIMB's behalf.

- (a) Anti-corruption, bribery or illegal payments & compliance with laws and regulations

- i. Vendors must adhere to all applicable anti-bribery and anti-corruption legislations and laws.
- ii. Vendors must not engage in any form of corruption or bribery or kickbacks, including giving, offering or requesting any payment or other forms of the benefit conferred for the purpose of improperly influencing decision making. Should it come to CIMB's knowledge of such activities, Vendor acknowledges that CIMB is under statutory obligations to report such activities in accordance to the law.
- iii. The Vendor must, on best effort basis, promptly and in good faith report to CIMB in the event that any of CIMB's personnel is involved in any activities as specified under Clause (a)(iii) above.
- iv. Vendor agrees to respond promptly to CIMB's enquiries and shall co-operate and provide necessary assistance during any investigation relating to any allegations of bribery or corruption.

- v. Vendors must comply with the laws and regulations of the applicable jurisdictions. Vendors are strictly prohibited from being involved in:
- conducting transactions linked to the financing of production, sale purchase, storage or movement of arms and munitions, financing of proliferation of weapons of mass destruction (e.g. nuclear, biological, or chemical weapons), financing of parts mainly or solely used for arms and munitions, as well as financing of related technologies or services for arms and munitions ;
 - pure casino / gaming enterprises or internet-based casino / gaming activities ;
 - unlawful use of violence and intimidation, especially against civilians in the pursuit of political aims ;
 - illegal movement of goods in or out of a country.
- (b) Gift and entertainment
- i. CIMB adopts a "No Gift" policy to demonstrate its commitment to uphold good ethics and as such, Vendors are not allowed to offer, send or exchange gifts and entertainment with CIMB employees as CIMB is committed to working with the highest standards of integrity. This is to prevent any conflicts of interest or appearance of such in its business dealings.
- (c) Conflict of interest
- i. Vendors must disclose any information that may raise possible conflict(s) of interests.
- ii. A procurement conflict of interest is deemed to exist when there is a relationship between all or any of Vendor's personnel who are directly involved in the engagement and any CIMB employee who are directly involved in the evaluation of the engagement and includes instances of official dealings and/or private interest through their past employment with the vendor (less than 2 years):
- 1) A family member who may be expected to influence or be influenced by an individual Connected Party, as well as dependents of that individual. This includes the individual's –
 - (a) spouse and dependents of the spouse;
 - (b) child (including step/adopted children) and spouse of the child;
 - (c) parents; and
 - (d) brother or sister and their spouses.
- iii. "Dependent" here refers to a person who is financially dependent on the individual or his spouse for his livelihood e.g. a person who receives financial assistance on a regular basis from the individual/spouse
- (d) Lawful competition
- Vendors must not discuss prices, distribution practices, customers, product development, and use of vendors or company plans or activities with a competitor and must adhere to all applicable laws and regulations relating to competition or anti-trust.



- **Environment and Climate Change**

CIMB takes a precautionary approach to prevent and minimise environmental harm and therefore, calls upon the Vendors to take responsibility and help in managing and mitigating our environmental impact. CIMB aims to work with Vendors who are proactively managing their emissions / carbon footprint, as we strive for a just transition in our efforts to mitigate climate change, while also leveraging opportunities to create net positive impact on the environment through activities such as circular economy, renewable energy, green manufacturing, etc.

- (a) Environmental protection

- i. Vendors must comply with all applicable environmental regulations and laws.
 - ii. Vendors must minimise environmental degradation and pollution and continuously strive to protect the environment.
 - iii. Vendors are strictly prohibited from engaging in illegal logging or uncontrolled use of fire for clearing forest lands, destruction of natural carbon sinks, habitat and ecosystem, as well as natural resource development within UNESCO World Heritage sites, unless there is prior consensus with both the local government authorities and UNESCO that such operations will not adversely affect the Outstanding Universal Value of the site.

- **Social**

CIMB is committed to respecting human rights and promoting social inclusivity, equality and equity. CIMB does not condone forced labour, child labour, exploitation, human trafficking, and breach to any basic human rights in relation to health, safety, education, amongst others. CIMB works with Vendors who adhere to human rights , diversity and inclusion commitments in both their operations and supply chain.

Please refer to CIMB's Modern Slavery and Human Trafficking Statement at <https://www.cimb.com/content/dam/cimb/group/documents/sustainability/CIMB-Modern-Slavery-Statement-2017.pdf>.

- (a) Labour practices and human rights

- i. Vendors must comply with all relevant and applicable international and local laws including employment law and regulations.
 - ii. relevant and applicable local and national labour and employment laws and regulations.
 - iii. Vendors must respect all internationally recognised human rights through their operations and business relationships, including their supply chain, and aim to address any adverse human rights impacts
 - iv. Vendors must comply with global labour standards specified by the International Labour Organisation's eight ILO Conventions.
 - A. The eight core conventions refer to the:
 1. Freedom of Association and Protection of the Right to Organise Convention, 1948 (No.87)
 2. Right to Organise and Collective Bargaining Convention, 1949 (No.98)
 3. Forced Labour Convention, 1930 (No. 29)
 4. Abolition of Forced Labour Convention, 1957 (No. 105)
 5. Minimum Age Convention, 1973 (No. 138)

6. Worst Forms of Child Labour Convention, 1999 (No. 182)
 7. Equal Remuneration Convention, 1951 (No. 100)
 8. Discrimination (Employment and Occupation) Convention, 1958 (No. 111)
- v. Vendors must actively identify, address and mitigate any form of modern slavery including human trafficking, slavery, servitude, forced labour, bonded labour, deceptive recruitment, forced marriage and child labour. Suppliers must be willing to engage with CIMB to address these risks if present by emailing to sustainability@cimb.com.
 - vi. Vendors must ensure that all direct and indirect employees are legally entitled to work and be compensated with a fair wage and other entitlements that commensurate with existing industry standards or the national minimum wage, whichever is higher.
 - vii. Vendors must ensure that employees hours and working conditions are in accordance with local regulations and industry practice, as well as the provision of a fair standard of living.
 - viii. Vendors must respect their employee's rights to freedom of association and collective bargaining.
 - ix. Vendors must promote equal opportunities and treatment of their employees.
 - x. Vendors must not practice any kind of discrimination and respect the personal dignity, privacy, and rights of each individual.

(b) Confidentiality and Protection of Personal Data

- i. Vendors are to comply with all applicable laws, rules and regulations relating to confidentiality, banking secrecy as well as privacy and the protection of personal data.
- ii. Vendors must keep all data or information shared by CIMB confidential at all times (during and after the business relationship). Vendors must not share such data and information with third parties unless an official written consent is provided by CIMB.
- iii. In all instances where CIMB's confidential information is to be disclosed to a vendor, or another external party, it is mandatory to execute a Non-Disclosure Agreement ("NDA") prior to disclosure in order to protect CIMB's information and interests and those of its customers.
- iv. A Vendor is responsible for the protection of personal data of its employees and individuals, including obtaining the necessary consent from its employees, contractors and/or other third parties for processing of such personal data by CIMB in relation to the Vendor's provision of goods and/or services to CIMB.
- v. CIMB reserves the right to monitor, review, access, record and disclose information and data, which is created, sent, received, downloaded and/or stored using CIMB's electronic (including audio-visual) or telephonic systems and/or on CIMB's premises, subject to local data protection or privacy restrictions.

(c) Employee health and safety

- i. Vendors must comply with all relevant local and national occupational health and safety laws and regulations
- ii. Vendors must take reasonable steps to implement adequate hazard control measures and provide a safe working environment for its employees.
- iii. Vendors must take precautionary measures against accidents and occupational diseases.



As part of good corporate governance, CIMB has established a whistle blowing policy that sets out avenues for legitimate concerns to be objectively investigated and addressed. Vendors will be able to raise concerns about illegal, unethical or questionable practices (especially in relation to the expectations set out in VCOC) in confidence and without the risk of reprisal. Vendors can share concerns or report malpractices or any breaches in a safe and secured manner by emailing on whistleblowing@cimb.com.

All the matters reported will be investigated by a neutral independent authority. CIMB commits to ensure that all disclosed information, including the identity of the complainant shall be treated with strictest confidence.