

## Introduction

At PERSOLKELLY Pte. Ltd. and our subsidiaries (herein referred to as “**PERSOLKELLY**”, “**We**”, “**Us**” and “**Our**” and “**Our Company**”), we continuously work to ensure that our business practices are executed at the highest ethical corporate standards, integrity, and professional standards and in conformity with the applicable laws.

We expect our Suppliers to be committed to our culture and values by complying with this Supplier Code of Conduct (this “**Code**”).

This Code applies to suppliers, vendors, contractors and subcontractors (individually and collectively referred to as “**Supplier(s)**” or “**You**”) engaged by us to provide goods or services to us, and forms an integral part of your service delivery to us.

### (1) Anti-Bribery and Anti-Corruption

As our Supplier, you shall:

- (a) ensure that you, your employees, affiliates, agents, subcontractors and supply chains comply with all applicable anti-bribery or anti-corruption laws and regulations (collectively, “**Anti-Bribery Laws**”) and take appropriate steps to prevent and detect any forms of activities that relate to bribery, corruption or actions that may or may be perceived to improperly influence any actions to obtain or retain any business;
- (b) immediately report any suspected or actual instances of corruption or unethical behavior to us and take appropriate measures, including termination of the contract with the violating party or disciplinary action against the violating employee; and
- (c) co-operate and request your employees, agents, related corporations and subcontractors to cooperate in any investigation into any suspected or actual instances of corruption or unethical behavior as may be required (without business interruption) to us or our representatives.

### (2) Declaration of Conflict of Interests

As our Supplier, you declare that:

- (a) neither you nor any of your employees or affiliates, have any financial, familial, or personal relationships with PERSOLKELLY or our employees that could compromise, or be seen to compromise, your professional judgment and integrity;
- (b) you will commit to promptly disclosing any situations that may arise in the future which might create a conflict of interest;
- (c) you will maintain the highest standards of integrity and transparency throughout your engagement with us; and
- (d) you will take all necessary steps to avoid any situations that could create an actual or perceived conflict of interest.

### **(3) Modern Slavery**

As our Supplier, you shall:

- (a) ensure that your business practices are free from any form of modern slavery (please refer to the definition of “modern slavery” below);
- (b) comply with all applicable laws and regulations regarding modern slavery;
- (c) implement appropriate policies and procedures to mitigate the risk of modern slavery in your operations and supply chains; and
- (d) cooperate fully with any investigations or inquiries regarding reports or allegations of actual or suspected modern slavery activities, including providing necessary information as may be required (without business interruption) to us or our representatives.

Note: The term “modern slavery” used herein refers to situations where offenders use coercion, threats or deception to exploit victims and undermine their freedom, including, but not limited to, human trafficking, slavery, servitude, forced labour, debt bondage, forced marriage and child labour. The term “forced labour” refers to work or services that are exacted from a person under the threat of a penalty, and which the person has not voluntarily offered to perform.

### **(4) Personal Data Protection**

Where you receive personal data from PERSOLKELLY, you shall:

- (a) comply with all applicable obligations under applicable personal data protection laws and regulations (“**PDP Laws**”);
- (b) protect all Personal Data, including employing administrative, physical, and technical measures, and prevent any unauthorised or accidental access, collection, use, disclosure, modification, disposal or destruction;
- (c) only process, use or disclose the Personal Data strictly according to our instructions and solely for the purpose of fulfilling any obligations under the agreement with PERSOLKELLY, or when required by law or an order of court, provided that you notify us within two (2) working days from the receipt of such request to the extent permitted by law;
- (d) notify us without undue delay if you become aware of any misuse of Personal Data, security breach or breach of PDP Laws and provide us with full cooperation and assistance to remedy such breach and ensure compliance with any applicable security and PDP Laws;
- (e) obtain our prior written consent, if you transfer Personal Data to overseas and/or third party(ies), including any appointed or replacement of subcontractors. Once consent is obtained, you shall procure a written undertaking on terms no less strict than those under this Code and PDP Laws from the receiving party, and ensure that the Personal Data is protected and remains within your possession and control;
- (f) provide us with access to the Personal Data promptly upon our request;
- (g) take reasonable steps to ensure the Personal Data in your possession or control remains accurate and correct any errors promptly upon our request. If you identify any inaccurate Personal Data, you shall notify us immediately for correction;
- (h) promptly return, destroy or delete all Personal Data in your possession upon our request or at the termination or expiry of the relevant agreement, and provide us a written confirmation that you no longer possess any Personal Data. You shall also instruct all third party(ies) to whom you have disclosed any Personal Data to do the same;

- (i) not retain any Personal Data (or any documents or records containing Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of the agreement with us;
- (j) **[applicable only for Singapore suppliers or subcontractors]** not send any Specified Messages (as defined in the PDP Laws) and shall be fully responsible, at your own cost, for ensuring compliance with PDP Laws, including carrying out any checks with the Do Not Call Registry;
- (k) upon our request, make available to us all information necessary to demonstrate your compliance to this Code and PDP Laws, for the purpose of audit, inspection and/or investigation by us and/or our appointed advisor(s); and
- (l) indemnify us and our directors, employees, representatives and agents for all losses, damages, claims, penalties, expenses, cost (including legal fees) suffered in connection with:
  - (i) a breach of your obligations in this Code; and/or
  - (ii) any act, omission or negligence of you and/or any third-party to whom you have disclosed such Personal Data.

We reserve the right to change the terms of this Code from time to time as we may deem necessary without prior notice. In the event that any changes are made, the revised terms shall be promptly posted on our regional company's website. Your continued delivery of service to us will signify your acceptance of any adjustment to these terms.