



Suppliers Code of Conduct

October 2022
Version.1.2

A. ABOUT THIS CODE

Corporate integrity, responsible sourcing and the safety and wellbeing of workers in Maldives are of paramount importance to Dhivehi Raajjeyge Gulhun Plc (Dhiraagu). These core principles are reflected in this Supplier Code of Conduct (Code), which establishes the minimum standards that must be met by any entity that supplies products or services to Dhiraagu.

B. DEFINITIONS AND SCOPE

1. **“Gift, Hospitality and/or Entertainment”** means anything of monetary value, such as cash, meals, loan, decoration items, trips, tickets to an event, or services.
2. **“Supplier”** means a company, partnership or individual that provides goods or services to Dhiraagu.
3. **“Representative”** means the Supplier's suppliers, agents, and subcontractors who are involved in Dhiraagu's supply chain.
4. The Supplier shall comply with the Code and shall ensure that its workers are aware of this Code and comply with it.

C. SUPPLIER'S COMMITMENT

1. The Supplier agrees that:
 - (a) It will comply with the requirements in this Code.
 - (b) It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
2. Any breach of this Code will allow Dhiraagu to terminate its relationship with the Supplier.

1. COMPLIANCE WITH LAWS AND REGULATIONS AND PRIORITY OF STANDARDS

- 1.1. Irrespective of the nature of goods or services supplied, in carrying out its agreement(s) with Dhiraagu, the Supplier shall, comply with all applicable laws, regulations, rules, and ethical standards of the country in which they operate as well as where they provide products or services to or for Dhiraagu.
- 1.2. If there is a conflict between any applicable laws or regulations, the provisions of an agreement with Dhiraagu and the provisions of this Code, the Supplier shall meet the most stringent standard.

2. UPDATING THIS CODE

- 2.1. Dhiraagu has the right to modify this Code from time to time on giving the Supplier at least thirty (30) days' notice in writing (writing includes email).



3. SELF- MONITORING AND REPORTING BREACHES

- 3.1. The Supplier shall monitor its compliance with the Code.
- 3.2. Any breaches (actual or suspected) of this Code should be reported as soon as possible to Dhiraagu. Reports may be made through the channels provided in Dhiraagu's Whistleblowing Policy, including emailing ethics@dhiraagu.com.mv or reporting a concern through <https://whistleblower.dhiraagu.com.mv/>.
- 3.3. The Supplier shall not retaliate or take disciplinary action against any worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.
- 3.4. The Supplier must provide reasonable assistance in the event Dhiraagu investigates actual or suspected violation of this Code.

4. CONFIDENTIALITY

- 4.1. During the initial engagement and formation of a contract or at the time of performance under a contract with Dhiraagu, the Supplier may access to personal or confidential information. Suppliers, in all such cases, should abide with the confidentiality obligations contained in any agreement (NDA or otherwise), and only use such personal or confidential information for the agreed purposes.
- 4.2. Where the Supplier's engagement requires access to or processing of any personal or confidential information on behalf of Dhiraagu, the Supplier shall have in place appropriate measures to:
 - (a) protect the integrity and confidentiality of information (including information belonging to or supplied by Dhiraagu) held on its systems (which include physical and online or electronic systems); and
 - (b) ensure that there is no unauthorised access of the information by third parties, including its Representatives.
- 4.3. Dhiraagu reserves the right (in addition to all other legal or contractual rights) to disqualify the Supplier and/or terminate the business relationship if Dhiraagu becomes certain about the breach of confidentiality by the Supplier.

5. WORKFORCE ISSUES

Health, Safety and Environment

- 5.1. The Supplier shall provide a safe, healthy, and sanitary working environment and comply with any applicable laws or regulations regarding health and safety in any place or region where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to: (a) prevent workplace hazards including limiting exposure chemical, biological and physical hazards, (b) Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work, (c) manage physically demanding work, (d) provide access to hygienic facilities and



medical amenities and (e) where staff accommodation is arranged by the Supplier, comply with living standards required by applicable laws.

- 5.2. Supplier must maintain adequate response and preparedness plans for emergencies and incidents which addresses emergencies which could affect life, property and environment, where applicable. Supplier's emergency preparedness and response plans must ensure: safety of all workers and protection of environment, equipment, data and infrastructure; channels of communicating and reporting emergencies to relevant parties and authorities; information on contingency plans in case an emergency occurs, briefings of the applicable procedures to its personnel and organization of training drills and information on available resources, facilities and trained personnel in cases of emergencies.

Human Rights

- 5.3. The Supplier shall respect internationally proclaimed human rights and shall avoid being complicit in human rights abuses of any kind. The Supplier shall respect the personal dignity, privacy, and rights of each individual.

Equal Opportunities

- 5.4. Dhiraagu is an equal opportunities employer. Similarly, its Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on age, race, colour, gender, religion, sexual orientation, marital status, national origin, physical or mental disability, medical condition, marital or pregnancy status, ancestry (or any other status protected under any applicable law), other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

Freedom Of Association and Collective Bargaining

- 5.5. The Supplier shall respect and shall not interfere with the right of workers to associate or not associate with any with groups of their choice, including the right to form or join trade unions as permitted by the applicable law and regulations and to engage in collective bargaining.

Forced Labour, Human Trafficking and Child Labour

- 5.6. The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force in any part of its supply chain. The Supplier shall not support or engage or require any forced labour (including withholding or destroying employee's identity, travel or immigration documents, passports or work permits), the use of child labour, bonded labour, indentured labour and prison labour.

Working Hours

- 5.7. The Supplier shall not require workers to work more than the regular and overtime hours allowed by the applicable laws. The Supplier should also grant its workers the right to paid vacation.

Wages and Benefits

- 5.8. The Supplier must compensate all workers with timely wages, including overtime, and benefits that at a minimum meet the applicable laws and regulations regarding remuneration



paid to workers, including those relating to minimum wages, overtime hours and legally mandated benefits.

Disciplinary Measures and Grievance Process

- 5.9. The Supplier shall treat all workers with respect and shall not use physical punishment, mental or physical coercion, any form of abuse or harassment or threat of such treatment as a measure of disciplining its workers.
- 5.10. The Supplier shall ensure that their workers are able to share grievances openly with their management regarding their working conditions and management practices without any fear of reprisal, intimidation, or harassment. Suppliers shall make the grievance procedure accessible to all workers and shall include the option to report anonymously where appropriate.
- 5.11. Supplier shall inform their workers regarding Dhiraagu's External Grievance Mechanism designed for such workers to raise concerns regarding Supplier's conduct in their dealings with Dhiraagu, and goods and services supplied to Dhiraagu. Any such concerns can be sent by email to feedback@dhiraagu.com.mv or addressed to: *Sustainability Manager, Dhiraagu Head Office, Ameenee Magu, P.O. Box 2082, Male', Republic of Maldives.*
- 5.12. Suppliers must investigate and maintain a record of incidents that relates to its dealings with and goods and services supplied to Dhiraagu, including accidents involving injury or ill-health, fire incidents, near-miss incidents, road accidents, pollution incidents, hazard observations, security incidents, etc. and must provide a report of such incidents to Dhiraagu upon request.

6. ENVIRONMENTAL RESPONSIBILITY

- 6.1. Suppliers should have responsible environmental policies. Dhiraagu endeavours to deal with the Suppliers who make active efforts to prevent or minimize the negative impacts of their businesses on the environment. Suppliers should comply with all environmental laws and regulations and implement measures contributing to the protection of the environment. Where the Supplier performs any work on any Dhiraagu site, Supplier shall ensure that it complies with Dhiraagu policies including policies relating to waste management and Dhiraagu's Environment and Social Management System.
- 6.2. The Supplier shall ensure that:
 - (a) its operations comply with all applicable environmental laws, including laws relating to (but not limited to) waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
 - (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws; and
 - (c) it will only use packaging materials that comply with all applicable environmental laws.



7. PROHIBITED BUSINESS PRACTICES

Bribery and Corruption

- 7.1. The Supplier shall comply with all applicable laws and regulations relating to the prevention of bribery and corruption. To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:
- (a) bribes, facilitation payments, kickbacks or illegal political contributions;
 - (b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
 - (c) any other unlawful or improper payments or benefits.

Gifts, Hospitality and Entertainment to Dhiraagu Personnel

- 7.2. In principle, Suppliers not, directly or indirectly, any Gift, Hospitality and/or Entertainment to any Dhiraagu Personnel or anyone closely related to them, unless the gift is of modest value. Hospitality, such as social events, meals or entertainments may be offered if there is a business purpose involved, and the cost is kept within reasonable limits. Travel expenses for the individual representing Dhiraagu shall be paid by Dhiraagu. Hospitality, expenses or gifts shall not be offered or received in situations of contract negotiation, bidding or award.
- 7.3. Any payment or offer to pay cash or cash-equivalent perquisites to any Dhiraagu Personnel is prohibited irrespective of the value.
- 7.4. Dhiraagu Personnel are not allowed to solicit or ask for any sort of Gift, Hospitality and/or Entertainment from Suppliers. If any such solicitation occurs, the Supplier must report the breach in accordance with this Policy.

Money Laundering

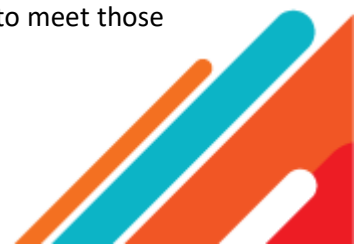
- 7.5. The Supplier shall be firmly opposed to all forms of money laundering and shall take steps to prevent its financial transactions from being used by others to launder money.

Competition

- 7.6. The Supplier shall comply with all applicable competition laws, including but not limited to laws preventing teaming and information sharing with competitors, price fixing and rigging bids.
- 7.7. The Supplier shall under no circumstances cause or be part of any breach of general or special competition regulations, such as illegal cooperation on pricing, illegal market sharing or any other behaviour that is in breach of relevant competition laws.

8. PROCURING AND MANAGING REPRESENTATIVES

- 8.1. When assessing the Supplier's performance against the requirements set out in this Code, Dhiraagu shall have due regard to the risk profile of the transaction, the Supplier's ability to comply with the requirements and the consequences where the Supplier fails to meet those requirements.



- 8.2. With regard to prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of Dhiraagu's upstream supply chain. At a minimum, the due diligence must include the following:
- (a) investigations into prospective Representatives' treatment of workers, bribery, ethical behaviour and environmental outlook;
 - (b) risk assessments for countries from which materials, components or finished goods are sourced; and
 - (c) the prospective Representative's ability to meet the requirements and principles that are covered in this Code.
- 8.3. In its dealings with Representatives, the Supplier shall:
- (a) ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements;
 - (b) ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements; and
 - (c) pay its Representatives promptly, with the maximum payment period being 60 days.

9. EXPENDITURE COMMITMENT AUTHORITY

- 9.1. Suppliers may communicate and discuss business matters with many Dhiraagu Personnel during the normal course of business. However, Supplier should not assume that those Dhiraagu Personnel are authorised to commit any expense on behalf of the Dhiraagu. In general, commercial commitments can be communicated to the Suppliers only by an authorised member of Dhiraagu's Procurement team. The Supplier should therefore:
- (a) ask their contact in Dhiraagu to confirm in writing about the authority to make such commitment, if any Dhiraagu Personnel makes any promises for business.
 - (b) insist on a signed purchase order before undertaking any work for Dhiraagu. Dhiraagu will not honour commitments made through personal email and telephone calls etc. Any Supplier, performing work on requests not backed by a purchase order, written agreement for the committed amount, or a work award from Dhiraagu, may not expect any payment for that work by Dhiraagu.
 - (c) deal only with the Procurement officials of Dhiraagu to finalize the terms and conditions of a transaction. Where Suppliers are not aware of the contacts of Procurement officials, they may send an email to dhiprocc@dhiraagu.com.mv to confirm such contact details.



10. COMMUNICATING THIS POLICY TO SUPPLIER'S STAKEHOLDERS

- 10.1. Dhiraagu expects its Suppliers to actively communicate this Policy to their parent, subsidiaries or associates, subcontractors and employees and ask them to ensure that this Policy is enforced and complied with.

11. CONSEQUENCES OF FAILURE TO COMPLY

- 11.1. Dhiraagu understands that the Supplier may not have information to make representations regarding their product manufacturers' compliance to this Code where Dhiraagu approaches the Supplier to purchase off the shelf or standard products available in the market. The requirements in this Code will not apply to the extent that by taking all reasonable and commercially feasible matters, the Supplier is unable to verify the required information to provide the undertakings herein.
- 11.2. Where Dhiraagu becomes aware of a breach of this Code by the Supplier or its workers, Dhiraagu may either: (a) terminate its business relationship with the Supplier (including any contracts); or (b) require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code and present it to Dhiraagu within a reasonable period of being requested to do so. If the Supplier fails to produce the remediation plan accordingly, or fails to implement it within a reasonable time, Dhiraagu may immediately terminate its business relationship with the Supplier (including any contracts).
- 11.3. Where Dhiraagu becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, were they bound directly by it, Dhiraagu may either: (a) terminate its business relationship with the Supplier (including any contracts); or (b) require the Supplier to remedy that incident (or incidents) with that Representative. If the Supplier is not able to remedy such incident with that Representative within a reasonable time, Dhiraagu may terminate its business relationship with the Supplier (including any contracts).

[End of Policy]

