

**Dusit**

INTERNATIONAL

**Dusit Thani Public Company Limited**

**Supplier Code of Conduct**

# Dusit Supplier Code of Conduct

## 1. Introduction

Dusit Thani Public Company Limited (the ‘**Company**’), its subsidiaries and joint ventures in which the Company holds more than 50 percent of the shares, collectively referred as the ‘**DUSIT**’ commit for good citizenship to be responsible for environmental, social, governance, and compliance in our operation as well as continuous improvement along the value chain. We believe that collaboration and partnership with our suppliers and business partners will make a positive difference and enhance value creation in our value chain.

## 2. Purpose

This Supplier Code of Conduct (hereinafter referred to as ‘**Code**’) is aimed at minimizing risks and potential risk arising from the supply chain, safeguard the environment and local communities, and building the successful business relationship in long run.

## 3. Boundary and application

This Code outlines DUSIT’s expectation of our vendors, suppliers, contractors, service providers, and their subsidiaries, affiliated companies, agent, and sub-contractors (hereinafter referred to as ‘**Supplier**’) to comply with as the minimum requirements.

The Supplier will receive a copy of this Code during Vendor Registration Process to acknowledge and undertake to its business operation during the business relationship with DUSIT.

DUSIT will review and revise appropriately to business context and circumstances to maintain values, continuous improvement, and compliance with the regulatory requirements and relevant standards.

## 4. Requirements

### 4.1 Compliance

- The Supplier is required to have the essential permit and/or license relating to operation of the product supplied and/or service provided to DUSIT. Such permit and/or license shall be valid along the contractual period with DUSIT.
- The Supplier shall comply with all applicable requirements of national legislations and international standards on trade, fraud, anti-bribery, money laundering, personal data protection and intellectual property.
- The Supplier shall comply with the national legislation, regional and international regulations, and standards with respect to human rights and labor practices where applicable to business. The international standards refer to the requirements and guiding principles of United Nations Global Compact (UNGC), Universal Declaration of Human Rights (UDHR), and International Labor Organization (ILO).
- The Supplier shall comply with all applicable requirements of national environmental legislations and international standards, including emission standards.
- The Supplier is encouraged to disclose information as required by laws.

### 4.2 Business ethic and corporate governance

#### A. Anti- fraud, bribery, and corruption

- DUSIT shall commit to operate with integrity and be consistent with defined codes and policy.

- DUSIT's employees are not permitted to request direct payments of cash from Supplier to personal account in order to facilitate business operation.
- Bribery is not permitted under any circumstances. We shall never offer, promise or obtain any forms of bribe in connection with business practices, such as cash, gift, or any forms of advantage.
- The Supplier shall not offer, promise, or give any monetary nor non-monetary bribery, such as gift, reward, or any forms of advantage, to governmental official or employee, any customers, DUSIT's employees, or any persons for obtaining any benefit to its business, individual, or group of people, including influence on any action or decision.

#### B. Procurement practices

- DUSIT strives to deal with Supplier with fairness, integrity, and transparency in any steps of business operations, before and in the course of business relationship. We do not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, and any unfair practices.
- DUSIT strives to be fair in our dealings with Supplier. We try to ensure that purchasing decisions are based on legitimate and defined criteria. We honor the terms of conditions of contracts, pay in a timely manner, and protect the confidentiality of the proprietary information of Suppliers.
- DUSIT does not allow verbal commitment without the official order document. The official order document includes purchase order, contract, quotation or proposal with sign off by authorized persons.

#### C. Conflicts of interest

- The Supplier shall refrain from any conflicts of interest or situation that may be interpreted as or potentially lead to a conflict of interest.
- The Supplier, DUSIT's employees, and family members shall follow DUSIT's No Gift Policy. The family members include spouse, child, adopted child, and near relatives.
- The Supplier shall report to DUSIT without delay in case DUSIT's authorized personnels, employees who involve in procurement process or supplier selection, and their family members hold any significant interest in Supplier's company or have personal relationship with its employees which could potentially lead to any conflicts of interest.

#### D. Inside information

- The Supplier shall ensure that the Information obtained in the course of business relationship with DUSIT shall not be used for personal benefit of the Supplier, its employees, and/or the other persons.

#### E. Confidentiality

- The Supplier shall comply with data disclosures as required by law.
- The Supplier shall not misuse confidential information for its own purpose of benefit nor disclose such information to unauthorized person or third-party. The Supplier shall report to DUSIT without delay in case any breach of such information is noticed.

#### F. Intellectual property

- The Supplier shall use DUSIT's trade secret, copyrights, logos, and trademarks only under conditions permitted in the contract and in the course of business relationship with DUSIT. The Supplier shall report to DUSIT without delay in

case any unauthorized use of such intellectual property by a third party is noticed.

#### G. Personal data protection

- The Supplier shall collect, process, transfer, store, and dispose of personal data only for legitimate business purposes. The Supplier shall protect personal data from breach, misuse, and disclosure without consent.

#### H. Fair trade

- The Supplier will not engage in anti-competition, unethical, or any forms of illegal business practices, such as possessing trade secret and/or proprietary information without consent, engaging in bid-rigging (or similar), taking unfair advantage from concealment, privileged information, or any forms of illegal trade practices.

#### I. Value chain contribution

- The Supplier is encouraged to develop and maintain its own sustainable procurement policy and practices.

### 4.3 Human rights and labor-related practices

#### A. Child labor

- The Supplier shall ensure prohibition of child labor. No person, who is below the minimum legal age of employment according to domestic regulation where DUSIT's business operates, shall be employed.
- The children (persons under the age of 18) shall not be employed for any work that is likely to harm the health, safety and morals of children.
- Child trafficking and sexual exploitation of children is repudiation.

#### B. Forced labor

- The Supplier shall not engage with forced labor, indentured servitude, unlawful obligation, or any forms of modern slavery and human trafficking.
- The Supplier shall comply with domestic labor regulation where DUSIT's business operates, including but not limited to, working hours, remuneration, and compensation for overtime.
- The Supplier shall ensure that the employment terms are voluntary, and the employee is free to terminate the employment based on the applicable period of notice. No coercive measures shall be applied, such as withholding passports or identity documentation.

#### C. Non-discrimination and fair treatment

- The Supplier is committed to treat all employees with respect and dignity equally regardless of, including but not limited to, race, gender, color, place of origin, religion, sexual orientation, medical condition, pregnancy, disability, political view, financial status and marital status. Non-discrimination and fair treatment will be applied to the process of hiring, employment, compensation and benefit, development, advancement, termination or retirement.
- The Supplier shall ensure prohibition of physical or verbal abuse or other harassment and any threats or other forms of intimidation.

#### D. Employment conditions and status

- The Supplier shall ensure that working hours, overtimes, rest days, and paid vacation are granted in accordance with the domestic law.

- The Supplier's employee shall be paid in compliance with domestic wage law, including minimum wage, overtime, and compulsory benefit, and in a timely manner.
- The Supplier shall ensure that its employees understand their employment terms and conditions.
- The Supplier is committed to not engage with corporal punishment, mental coercion, or any forms of abuse for disciplinary practices, and not use deductions from wages as a disciplinary measure.
- The Supplier shall ensure its foreign employees comply with all relevant regulations including visa, work permit, and relevant documentation.

#### E. Occupational health and safety

- The Supplier shall comply with relevant domestic health and safety legislations and applicable international standards.
- The Supplier shall provide a safe working environment to its employees, contractors, partners, and persons who are involved in or maybe affected by Supplier's activities. The safety measures include, but not limited to, provision of necessary personal protective equipment, appropriate safety training, and prevention and mitigation measures to minimize hazards at work, accident, and potential health impact appropriately to risk assessment, as well as first aid kit.
- The Supplier shall have in place the appropriate system for preparedness and response to accidents and foreseeable emergency situations, including but not limited to, fire suppression system, evacuation plan, training, and drill. The Supplier's employee shall receive appropriate emergency-related training in accordance with domestic law.
- The Supplier shall ensure that facilities and amenities, including employee accommodation where provided by the Supplier, shall be hygienic, safe and meet the basic needs of employees.

#### F. Collective bargaining

- The Supplier shall respect the rights of employees to freedom of association and collective bargaining to extent that is in compliance with the domestic regulation where DUSIT's business operates, such as to join or not to join trade union or similar representative bodies.

### 4.4 Environment

#### A. Environmental management

- The Supplier shall maintain the appropriate management practices in place to minimize environmental impacts arising from the Supplier's business, including but not limited to optimization of resource consumption, treatment of emissions and hazardous substances, and monitoring of those emissions.

#### B. Resource efficiency and pollution control

- The Supplier is encouraged to enhance resource efficiency and emission control where appropriate, including energy efficiency, water efficiency, wastewater treatment and discharge management, and reduction of greenhouse gases emissions. The use of renewable energy is recommended.
- The Supplier is encouraged to enhance the implementation of waste management along its business processes from cradle to grave. The waste management hierarchy (3R approach – Reduce-Reuse-Recycle), which includes circularity of material and end-of-use product, is recommended to follow.

- The Supplier is encouraged to promote responsible sourcing and local sourcing of raw materials to lessen potential adverse impacts and create positive impacts to the environment.
- The Supplier is encouraged to promote innovation to enhance resource efficiency and minimize emissions from its extent.

## 5. Whistleblowing

The Supplier shall work closely with DUSIT to ensure the compliance with this Code. If the supplier is aware of any breach or potential breach against this code, the Supplier shall notify DUSIT as soon as such breach or potential breach is become aware of through the following whistleblowing channels.

<b>Website:</b>	<a href="https://www.dusit-international.com/en/corporate-governance/whistleblowing-channel">https://www.dusit-international.com/en/corporate-governance/whistleblowing-channel</a>
<b>Email:</b>	<a href="mailto:whistleblowing@dusit.com">whistleblowing@dusit.com</a>
<b>Post:</b>	Whistleblowing Committee or Audit Committee Dusit Thani Public Company Limited 319 Chamchuri Square Building, 29th Floor, Phayathai Rd, Pathumwan, Bangkok 10330