

SUPPLIER/SERVICE PROVIDERS' CODE OF CONDUCT (SCOC)

INTRODUCTION

City Bank PLC ("City Bank") is strongly committed to observing the highest ethical standards in all its procurement activities. As such, this Supplier/Service Providers' Code of Conduct has been prepared to provide a clear statement of City Bank's expectation from Supplier/Service Providers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities. This Supplier/Service Providers' Code of Conduct ("SCOC") establishes the standards required for conducting business with City Bank. Our goal is to work with our Supplier/Service Providers to ensure full compliance with these principles. These requirements set out the minimum levels of compliance required of City Bank's Supplier/Service Providers. As a Service Provider, you are always encouraged to exceed the minimum requirements wherever it is possible. We will consider these principles in our selection of Supplier/Service Providers and will actively monitor Supplier/Service Provider's compliance with this SCOC.

1. **Laws, Including Regulations and Other Legal Requirements**

Our Supplier/Service Providers shall comply with all the applicable laws and regulations in all locations and jurisdiction where they conduct business.

2. **Policy on Corruption, Bribery and Business Ethics**

We expect all our Supplier/Service Providers to sell goods and/or services and to conduct their business in accordance with the highest ethical standards. Our Supplier/Service Providers shall never offer a bribe and/or kickback in any form to City Bank employees, their families or nominees, or engage in any unethical and/or unacceptable business practices in order to obtain and/or maintain City Bank's business. Supplier/Service Providers must report to us if any City Bank employees and/or business associates request any such incentive which may include but not limited to, offers made directly and/or indirectly, promising to pay, and/or authorizing any kind of payment or provision of money and/or anything of value to the government officials, political parties, and/or candidates for political office for the purposes of influencing their acts or decisions. During a bid or evaluation process, Supplier/Service Providers should not entertain City Bank employees involved in the bid and/or evaluation and/or their families by, for example, providing hospitality to special events and/or other functions.

Any gifts given and/or received shall be in compliance with the relevant laws and shall not violate City Bank's policies. It is understandable that the giving of promotional items of nominal value are part of normal business practice and it is City Bank's policy that employees declare any gifts received.

Accordingly, our Supplier/Service Providers shall undertake to-

- comply fully with all anti-bribery laws, including but not limited to the Prevention of Corruption Act, 1947 and Prevention of Money Laundering Act, 2002 and Money Laundering Prohibition Regulations of 2008;
- only use sub-contractors that do not violate ethical standards through bribes, kickbacks or other similar, improper or unlawful payments and who shall in turn comply with all requirements as provided under this SCOC; and
- never engage in any illegal activities which include, but is not limited to, any improper work, money laundering or actions related to terrorism.

3. Respect for the Basic Human Rights of Employees

3.1 Respect and Dignity

Our Supplier/Service Providers shall treat all its employees with respect and shall not use corporal punishment, threats of violence and/or any other forms of physical coercion or harassment.

3.2 Non-discrimination

Our Supplier/Service Providers shall not discriminate in its hiring and employment practices on grounds of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability.

3.3 Working Hours

City Bank expects its Supplier/Service Providers to comply with all industry norms and applicable local laws on working hour requirements as stipulated in the country's governing labour laws. Supplier/Service Providers shall ensure that all overtime work is voluntary. Employees should be allowed at least one day off per seven-day week.

3.4 Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours, legally mandated benefits and other benefits including, but not limited to, pension benefits, annual leave, holidays, etc. The basis on which each worker is being paid is to be provided to each such worker in a timely manner via pay stub or similar documentation.

3.5 Freedom of Association

Supplier/Service Providers shall recognize their employees' rights to join or refuse to join labour unions and/or associations and to bargain collectively as permitted by the applicable law. Supplier/Service Providers have the right to establish favorable employment conditions and to maintain open communication and direct engagement between workers and management as a means to resolve workplace and compensation issues and promoting positive employee relations that make employees view third-party representation as unnecessary.

4 Forced or Involuntary Labour

Our Supplier/Service Providers shall at no circumstances use forced or involuntary labour of any type (e.g., forced, bonded, indentured or involuntary prison labour) that is the employment shall always be voluntary. Furthermore, we also expect our Supplier/Service Providers to respect the personal dignity, privacy and basic human rights of employees as defined in the International Conventions of the United Nations (UN), the International Labour Organization (ILO), the Organization for Economic Cooperation and Development (OECD), the UN Global Compact Initiative and any other applicable laws. We fully support International Labour Organization's declaration of Elimination of forced labour, Ban on discrimination, Freedom of association and Right to collective negotiation and we expect that our Supplier/Service Providers abide by the same.

5 Child Labour Avoidance

We strongly support ILO Declaration on Fundamental Principles and Rights at work (1998) and do not at any circumstances tolerate any kind of Child Labour in any form of employment. We also fully support Government's National Child Labour Elimination Policy 2010 and expect that our Supplier/Service Providers shall also comply with all the recommendations including initiative to eliminate Child Labour in any form. The term "child" refers to any person employed under the age of 15 (or such other age where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is the lowest. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardise the health or safety of young workers. In exceptional cases only, we will accept a minimum age of 14 provided that such activities are carried strictly in compliance with applicable laws and/or rules and furthermore, provided that work does not impede his/ her education and will not jeopardise the health and/or safety of such workers.

6 Health and Safety

Supplier/Service Providers shall provide their employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Consistent with these obligations, our Supplier/Service Providers shall have to implement effective programmes that includes but not limited to effective safety programmes covering such areas as: human safety, emergency preparedness, chemical, physical and biological agent exposure, ergonomics, and incident reporting and investigation.

Our Supplier/Service Providers undertake to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases.

7 Protection of the Environment

Our Supplier/Service Providers shall operate in a manner that is protective of the environment and conserves natural resources and accordingly, shall comply with all applicable environmental laws,

regulations and standards, such as requirements regarding chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, air emissions controls, environmental permits and environmental reporting. Supplier/Service Providers shall also comply with any additional environmental requirements specific to the products or services being provided to City Bank as called for in design and product specifications and contract documents. Supplier/Service Providers should strive to implement management systems to meet these requirements.

8 Representation, Confidentiality Information and Privacy

Supplier/Service Providers shall provide honest, accurate and detailed representation of their organisation, its qualification, experience and capabilities. Supplier/Service Providers shall also disclose, if requested, accurate references of previous work which it has undertaken. Where references of previous work cannot be disclosed due to confidentiality obligations, the Service Provider shall reasonably endeavor to obtain the appropriate permissions and shall at a minimum, disclose such information which it can disclose without breaching the said without breaching such obligations of confidentiality.

Any disclosure of confidential information includes inadvertent disclosures, which means that Supplier/Service Providers must not have discussions involving City Bank or City Bank's confidential information in public areas where discussions could be easily intercepted or overheard. We may execute a non-disclosure agreement or enter into an agreement with confidentiality provisions with a Service Provider before providing access to the confidential information. Supplier/Service Providers may use confidential information solely for the purposes for which it is provided under the agreement or in compliance with the confidential/proprietary legend and must not make independent use of our data.

9 Applicability of the SCOC

This SCOC shall apply to all of City Bank's Supplier/Service Providers including all of City Bank's approved sub- contractors-and other entities acting on the Supplier/Service Providers' behalf. Supplier/Service Providers including such sub-contractors shall make this SCOC and other relevant information available to their respective employees in the native language(s) of the employees and supervisors.

10 Monitoring compliance to the Code of Conduct

To facilitate the monitoring of Supplier/Service Providers' compliance with this SCOC, City Bank expects Supplier/Service Providers to:

- (a) develop and maintain all necessary documentation to support compliance with the described standards; such documentation shall be accurate, free from any errors and complete;

- (b) provide City Bank's representatives with access to all relevant records, upon City Bank 's request;
- (c) allow City Bank 's representatives to conduct interviews with the Service Provider's employees and management separately;
- (d) allow City Bank 's representatives to conduct announced and unannounced site visits of Service Provider locations;
- (e) to implement remedial measures for improvement in case of any deviations or malpractices within a strict time frame; and
- (f) respond promptly to reasonable inquiries from City Bank 's representatives in relation to the implementation of this SCOC.

11 Sanctions

A breach of the SCOC may result in actions being invoked against that Service Provider, 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 Service Provider in breach of its obligations under the SCOC. The range of actions available to be imposed on the Service Provider includes, but is not restricted to, the following:

- (a) Formal warnings – that the continued non-compliance will lead to more severe actions.
- (b) Disclosure of nature of breach to all City Bank subsidiaries and associate companies.
- (c) Immediate termination of contract and/or Purchase Order, without recourse, and claiming damages for such breach.

12 CONFLICT OF INTEREST, ETC.

The Service Provider represents warrants and covenants that Service Provider has no knowledge, information, or belief of:

12.1 The ownership of any legal or beneficial interest in Service Provider, its Supplier/Service Providers, and their respective Affiliated Companies by any employee or dependent or close relation in blood or marriage of any employee of City Bank (Purchaser). If Service Provider has such knowledge, information or belief, it shall disclose the same to the Purchaser; or

12.2 The Service Provider shall immediately notify Purchaser in writing of any conflict of interest or of any improper or illegal inducement given to (or requested by) any employee, servant or agent of Purchaser of which Service Provider may become aware before, during or following the performance of the Services under the Agreement.

12.3 Purchaser may request, and Service Provider agrees to allow, an examination of Service Provider's records relative to an investigation concerning any possible conflict of interest or improper or illegal inducement. Such examination may be conducted by an independent auditor at the cost of Purchaser.

12.4 Purchaser has provided Service Provider with a copy of the SCOC. Service Provider acknowledges that it has received, read and understood the SCOC. Service Provider agrees to comply with the Code in spirit and in substance.

12.5 Service Provider's failure to comply with the Code or to comply with applicable laws will be deemed to be a material breach of the Agreement which shall result in the right of Purchaser to immediately terminate the Agreement, without prejudice to other rights or remedies available to Purchaser under the Agreement or otherwise.

12.6 Purchaser has selected Supplier/Service Provider to perform the Supplier/Services under the Agreement based upon various factors, including the reputation of Service Provider and the belief that Supplier/Service Provider has not and shall not violate any applicable laws, rules or regulations, or the substance of the Bangladesh.

12.7 In no instance shall Service Provider be authorized to commit Purchaser or act on its behalf, except as expressly provided in the Agreement.

We agree and shall comply with all the terms & conditions mention in the SCOC document.

Authorized Signature	: _____
Name of the Authorized Signatory	: _____
Designation of the Authorized Signatory	: _____
Name of the Company	: _____
Date	: _____