



# **SUPPLIER CODE OF CONDUCT**

Partnerships with Principles  
(Adopted from Brunei Shell Joint Ventures)

Version 9 March 2020

## OUR VALUES

Our core values of Safety, Honesty, Integrity and Professionalism underpin all the work we do, and is the foundation of our Business Principles. We also firmly believe in the fundamental importance of trust, openness, teamwork and professionalism, and pride in what we do.

**Safety** – Take personal responsibility for the safety of ourselves and those around us

**Honesty** – Being transparent and truthful

**Integrity** – Being ethical, fair and compliant to all applicable laws

**Professionalism** – Being committed to a culture of excellence in the execution of our roles and responsibilities



# OUR VALUES

## COMPLIANCE WITH LAW AND CODE

Suppliers must abide by this Code and its principles, and comply with the laws, rules, and regulations of Brunei Darussalam and the locations in which they operate.

They are expected to be familiar with the business practices of their suppliers and subcontractors, and ensures they also operate according to the standards found in this Code.

## BUSINESS INTEGRITY

### • Gifts and Hospitality

BGC requests that suppliers respect its 'No Gifts Policy'. Suppliers must not offer gifts or hospitality to BGC employees, including those of nominal value. The offer or acceptance of gifts or hospitality could lead to actual or perceived conflicts of interest, and should be avoided.

### • Improper Payments

Bribes, kickbacks, facilitation payments and similar unethical practices are strictly prohibited. Employees, suppliers, and agents acting on behalf of BGC are prohibited from offering or accepting such consideration under any circumstances.

### • Conflicts of Interest and Transparency

Conflict between personal interest and duties to the company must be avoided.

Suppliers are required to disclose any potential or actual conflicts of interest via BGC's COI form including any existing personal or family relationship with BGC staff. If supplier employs former BGC staff in commercially critical positions who may potentially manage business with BGC, the supplier must disclose such a potential conflict to BGC.

Corrective action should be taken to mitigate conflicts, which may include recusal or reassignment of tasks.

## **HEALTH AND SAFETY**

Suppliers must provide workers with a safe and healthy work environment.

They should take proactive measures that support accident prevention and minimize health risk exposure.

## **ENVIRONMENT**

Suppliers are expected to conduct their operations in a way that minimizes the impact on natural resources and protects the environment, customers, and employees.

They must ensure their operations comply with all laws related to air emissions, water discharges, toxic substances, and hazardous waste disposal.

Suppliers must maintain knowledge of input materials and components to ensure they were obtained from permissible sources and origins, in compliance with laws and regulations.

## **CONFIDENTIAL INFORMATION**

Proper management of confidential information is critical to the success of both BGC and suppliers. Suppliers must have appropriate safeguards in place to protect all BGC information, electronic data, and intellectual property or technologies.

Any transfer or handling of confidential information must be executed in a way that secures and protects the intellectual property rights of BGC and its suppliers.

Suppliers may receive BGC confidential information only as authorized by a confidentiality or non-disclosure agreement, and must comply with their obligations to not disclose the confidential information.

## **LABOR**

Suppliers should conduct their activities as follows:

- Suppliers should:
- Not use child labour
- Not used forced, prison or compulsory labour
- Not tolerate discrimination, harassment or retaliation, and should provide a safe, secure and healthy workplace
- Provide wages and benefits that meet or exceed the national requirements
- Comply with all applicable laws and regulations on working hours

## **COMMUNICATION AND TRAINING**

Suppliers are expected to assist BGC in enforcing this Code of Conduct by communicating its principles to their supervisors, employees, and suppliers, and ensuring appropriate training is provided to cover the relevant subject matter.

Any supplier may direct questions or comments about this Code of Conduct to his/her Supply Chain Management representative or Company Contract Holder.

## **NON-COMPLIANCE AND REPORTING**

It is the responsibility of suppliers' staff to report any incidents or concerns involving a potential breach of this Code of Conduct.

Suppliers should provide workers with a dedicated whistle-blowing mechanism where grievances related to the above topics can be reported confidentially, without fear of retaliation.

Any reports involving a potential breach of this Code of Conduct must be appropriately addressed and investigated in an objective and timely manner.

## **ANNUAL CONFIRMATION**

Suppliers must confirm that they have adhered to the principles contained herein on a yearly basis. They must also confirm that all relevant ownership and company contact information is up to date, and any actual or potential conflicts of interest have been fully disclosed.

If you are ever

# IN DOUBT

about the right thing to do,  
report to or discuss with:



**Your Contract  
Holder**



**Any BGC staff you are  
comfortable with**



**BGC Risk & Compliance  
Exec at 2613000 ext. 231**



**BGC LAPOR email at  
[hgclapor@bgc.com.bn](mailto:hgclapor@bgc.com.bn)**

## 'PARTNERSHIPS WITH PRINCIPLES'

# CONSEQUENCES RELATED TO VIOLATIONS OF THE CODE

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**BGC may discontinue its relationship with  
suppliers who fail to comply with this Code.**