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# Supplier Code of Conduct

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\_\_\_\_\_ (hereinafter referred to as the “Supplier”) understands that its success depends on its reputation for ethical business performance and performing its jobs honestly, diligently and with integrity, in compliance with all applicable laws and regulations. Consistent with our commitment to conduct business fairly and honestly, we ensure CMPak to adhere to its culture, values and business practices. By signing this Supplier Code of Conduct (SCC) we agree to the established standards for conducting business with CMPak Limited.

“Supplier” means the legal entity that sells, or seeks to sell, goods and/or services to CMPak Limited, including the Supplier’s employees, agents, subcontractors and other sub-tier sources.

Supplier is responsible for communicating the contents of this SCC to its officers, directors, employees, agents, subcontractors and sub-tier sources who are involved in the procurement and production process related to products and services provided to CMPak.

## **COMPLIANCE WITH LAWS AND REGULATIONS**

Supplier shall comply with all laws and regulations applicable to its business in the country(ies) where it does business, including all laws and regulations relating to each subject matter below.

## **WAGES AND WORKING HOURS**

Supplier shall comply with all applicable local labour laws with respect to wage and hour laws, including those relating to minimum wages, EOBI, social security, overtime hours, and other elements of compensation, and will provide all legally mandated benefits. Supplier will not require employees to work more than the maximum number of hours permitted under applicable labour laws.

## **FAIR DEALING AND COMPETITION LAWS**

Supplier shall not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of applicable antitrust or competition laws. Supplier will uphold fair business standards in advertising, sales and competition.

## **BRIBERY, KICKBACKS & CORRUPTION**

Supplier agrees, undertakes and confirms that Supplier shall keep itself prohibited from engaging in any corruption, extortion or embezzlement, in any form. Supplier shall comply with all applicable anti-corruption laws and regulations of the country. Supplier shall not offer or accept bribes or employ other means to obtain an undue or improper advantage. Bribes, kickbacks, facilitating payments and similar payments to government officials or to CMPak employees or agents (including respective spouses, children and other relatives) acting on CMPak’s behalf are prohibited.

## **GIVING AND ACCEPTING GIFTS**

Supplier shall ensure that its employees are discouraged from providing gifts or entertainment from supplier, including gifts entertainment of nominal value. CMPak Corporate Affairs Department (CAD) will be contacted to keep records of all gifts offered to CMPak or its employees. Following principles and procedures will be considered for gifts:

- Gifts will not be provided (through courier or by hand) which give the appearance of a past, present or future conflict of interest; and
- Gifts must not in any circumstances be accepted involving the transfer of money regardless of value (by cash or loan).

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- Supplier may sponsor trainings and conferences for employees for purposes like orientation of their products or training of employees on some module of their product. Supplier may also sponsor for visit of employees to their factory or office within Pakistan or outside Pakistan regarding purchase of equipment for CMPak. However, all such invitations for training and conferences will be first sent to CMPak Corporate Affairs Department (CAD) for approval. After receiving invitation, CMPak CAD will decide the appropriateness of such events and eligibility of employees to attend those events.
- If the gift is received and cannot be returnable, it must be deposited with CMPak CAD department and they will decide about usage of the gift.

Definition of the term 'gift' includes, but not limited to: the transfer of money and property, provision of services free of charge unless otherwise approved by CMPak CAD, loans of money, value / discount cards, hospitality, including meals, entertainment and accommodation, travel, fruits, residential decoration, event arrangements, tourism, vacation, shopping, tuition, children studying abroad and items such as electronics, designer pens, furniture etc. The term 'gift' does not include:

- Items which can be regarded as Company mementoes, such as company ties, company cuff-links, company pens, stationery etc
- Company branded items like caps, pens, key chains, etc.
- Company branded Cards, diaries or Calendars

For all exceptions and assessment of gifts, CMPak CAD shall be contacted to provide guidance to Supplier and employees of CMPak. CMPak CAD will maintain a record of gifts and hospitality received and offered. CMPak CAD can be contacted at [Corporate.affairs@zong.com.pk](mailto:Corporate.affairs@zong.com.pk) for further clarification, if required.

## **DECLARATION OF CONFLICT OF INTERESTS**

Supplier shall disclose their relationship (i.e., blood relatives, spouses) with CMPak employees (if any) or other suppliers including, but not limited to, their employees, agents etc. and that they directly or indirectly are involved in any decision making for selection or award of business in their official capacity. Disclosure shall be made at the time of the initiation of the procurement process i.e. RFP/RFQ stage where the potential suppliers in the long list have been identified. In the event such a disclosure is not made and subsequently relationship of any nature between the dealing employee and the supplier is identified, then appropriate disciplinary action for breach of SCC shall be initiated against the employee which may lead to termination from service. Further, upon such identification the supplier may at the discretion of the appropriate authority be blacklisted from undertaking any further business with CMPak. Disclosure shall be made to the CMPak Director Procurement in writing once in a year.

## **CHILD LABOR AND FORCED LABOR**

Supplier shall comply with all applicable local laws with respect to child labor. Supplier shall not use forced, bonded, involuntary, prison or indentured labor.

## **FREEDOM OF ASSOCIATION**

Supplier must respect workers' rights to associate freely, in compliance with existing local laws and without intimidation, reprisal or harassment. Subject to the provision of Pakistan's law Workers' rights under local laws to join labor unions, seek representation and/or join worker's councils should be acknowledged by Supplier.

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## **DISCRIMINATION**

Supplier shall not discriminate against any worker in its hiring and employment practices based on race, color, religion, disability, national origin, gender, sexual orientation, marital status, age or other characteristic protected by local law. Supplier must not discriminate against any worker based on political affiliation or union membership in its hiring and employment practices.

## **FAIR TREATMENT**

Supplier shall treat its workers with dignity and respect. Supplier shall maintain a workplace free of harassment and discrimination and shall not threaten workers or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse.

## **HEALTH AND SAFETY**

Supplier shall conduct its operations in compliance with applicable health and safety laws and regulations of the country and provide its workers with a safe and healthy work environment. Supplier shall ensure that all workers must be efficiently protected from safety hazards at the workplace and during their professional travels. All relevant risks must be identified and mitigated through proper design, engineering and administrative controls, preventive maintenance and safe work procedures. If necessary, workers must be provided with the appropriate personal protection equipment with proper training.

## **ENVIRONMENT**

Supplier shall comply with all applicable environmental laws, regulations and standards of the country and minimize any adverse impact on the environment. Supplier shall endeavor to conserve natural resources and energy, and reduce or eliminate waste and the use of hazardous substances.

## **PROTECTION OF INTELLECTUAL PROPERTY**

Supplier shall respect intellectual property rights, including patents, trademarks, copyrights and process designs, and safeguard CMPak's confidential and proprietary information. Any transfer or sharing of technology or know-how must be done in a manner that protects intellectual property rights and is in compliance with local laws, including export laws, concerning data privacy and security.

## **DATA PRIVACY AND SECURITY**

Supplier shall comply with all local laws concerning data security and privacy, and will protect and safeguard data provided by CMPak Limited, which may include private and sensitive personal information. Any transfer or sharing of data must be done in a manner that protects such information from inadvertent or unauthorized disclosure and any disclosure must be in compliance with local laws.

## **MONITORING AND RECORD KEEPING**

Supplier shall maintain all documentation necessary to demonstrate its compliance with this SCC and provide CMPak Limited with access to those documents upon CMPak request for review. Supplier is solely responsible for compliance with SCC by its officers, directors, managers, employees, representatives and agents.

All correspondence between CMPak Limited and supplier taking place through ERP is via their registered email addresses in CMPak ERP (E.g. Sourcing, Invoicing, PO issuance etc.). Kindly keep your email addresses

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updated with CMPak Limited so that you do not miss any important notification. CMPak Ltd. will not be responsible for any loss/damage/misinformation in case email address is not updated / active.

Suppliers are also advised to keep their information in ERP including NTN, CNIC, Physical address, contact number, Bank details (including bank, account number, account title etc) accurately updated. CMPak does not bear responsibility in case incorrect / outdated information is available in CMPak iSupplier.

In case of fake account information, CMPak will have the right to take any measure / action as determined by its management and such act will constitute a violation of Supplier Code of conduct.

## NON-COLLUSION

Supplier hereby affirms that neither it nor any person or entity acting or purporting to act on its behalf has entered into any combination, conspiracy, agreement, or other form of collusive arrangement (verbal or written) with any person, corporation, partnership, or other entity that directly or indirectly has to any extent lessened competition between supplier and any other person or entity for the supply being made pursuant to this Agreement.

Every person who is in any way, whether directly or indirectly, concerned or interested in any other entity by way of its ownership or any decision making authority in such entity is deemed to disclose such interest on the following e-mail ID.

In case of non-disclosure of such interest, the person will be responsible for all the consequences / actions taken against him / her by CMPak Limited.

## VIOLATION OF THIS SUPPLIER CODE

If the Supplier violates any of the requirements contained in this SCC, CMPak shall be entitled to immediately terminate its relationship with the Supplier, stop payment with a right to recover the relevant loss and may also blacklist the Supplier as per CMPak's Audit Committee decision. In case any employee of CMPak provokes supplier to violate the SCC, supplier must immediately report to CMPak so that an investigation may be carried out to determine pertinent facts.

All complaints and violations of this SCC should be reported to one of the following confidential hotline:

Procurement: [procurement@zong.com.pk](mailto:procurement@zong.com.pk)

Internal Audit: [fraud.management@zong.com.pk](mailto:fraud.management@zong.com.pk)

For and On Behalf of \_\_\_\_\_

Chief Executive Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_