

**BUSINESS PARTNER CODE OF CONDUCT
("CODE")**

SBS Philippines Corporation (SBS) is strongly committed in observing the highest ethical standards in all its business activities. To keep the trust placed in us, we count on our suppliers and business partners to pledge and uphold our high standards of integrity, values and operating principles. As such, this Code of Conduct has been prepared to provide clear summary of our expectation from our suppliers and business partners with respect to responsible sourcing, including our commitments to human rights, the environment, health, safety and quality, business ethics and the development of a sustainable supply chain. Transparency and accountability should be strictly adhered to in all business activities.

"SUPPLIER AND/OR BUSINESS PARTNER" (henceforth referred as **Business Partner**) refers to any third party that:

- provides goods or services to SBS including, but not limited to, our direct and indirect suppliers, service and labour providers, logistics providers
- purchases goods from and/or engages services of SBS

We expect our Business Partners to fully comply with applicable laws and to adhere to internationally recognized environmental, health and safety, social and corporate governance standards with applicable laws in countries where they operate and conduct business.

It is the responsibility of our Business Partners to ensure that their own business partners in the value chain comply with standards that will be in line with SBS code of conduct.

By its acceptance of any purchase order and contract or any agreement from SBS Philippines Corporation, the Business Partner acknowledges its acceptance of the Code and intention to comply with its requirements.

I. HUMAN RIGHTS

A. Child Labour

SBS does not engage in or support the use of child labour. SBS Business Partner must not recruit child labour in accordance to Republic Act No. 7610 known as the "Special Protection of Child Abuse, exploitation and Discrimination Act" and as defined by ILO Convention 138 & 182 and United Nations Convention on the Rights of the Child (1989), and all relevant national and international laws, regulations and provisions applicable in their country of production or operations.

B. Forced Labour and Human Trafficking

SBS does not tolerate any form of abusive or illegal labour in our supply chain. SBS Business Partners will make sure that forced, bonded, indentured or involuntary prison labour is not present in its operations. SBS requires that all labour in its supply chain be voluntary and that workers are allowed freedom to leave their employer after reasonable notice.

SUPPLIER'S CONFORME:

Name of Company / Registered Business Name	Name and Signature of Authorized Representative	Date Signed



C. Non-Discrimination

SBS encourages diversity in its work force. SBS Business Partners will not discriminate with regards to workers based on race, religion, beliefs, gender, marital or maternal status, age, political affiliation, national origin, disability, sexual orientation or any other basis. SBS Business Partners will, as a general principle, base decisions relating to hiring, salary, fringe benefits, promotion, termination on workers individual skills and ability to do the job.

D. Harassment

SBS does not condone harassment of any kind. SBS Business Partners will not engage, support or allow physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation. All disciplinary actions must be recorded and be fair, proportionate and fully compliant with the Labour Laws.

E. Working Hours, Wages and Benefits

SBS is committed to upholding applicable laws regarding working hours, wages and benefits for individuals employed throughout the supply chain. We encourage our Business Partners to work toward paying a wage that is sufficient for workers to meet their basic needs and provide some discretionary income.

II. HEALTH, SAFETY & QUALITY

SBS requires that all workers be provided with a safe and healthy working environment. A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and inquiry to health arising out of, associated with, or occurring in the course of work, by minimizing, in so far as is reasonably practicable, the causes of hazards inherent in the working environment.

Applicable Occupational Health and Safety regulations will be adhered to, and a working environment which is safe and conducive to good health shall be provided.

III. ETHICS

SBS endeavors to create a culture of integrity, respect and professionalism in the way we do our business and encourage that our Business Partners do the same.

A. Business Integrity

SBS prefers to do business with Business Partners who demonstrate a strong commitment to ethical behaviour.

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Business Partners conduct their business in accordance with the highest ethical standards and to have controls in place that prohibit and detect the misuse of company assets, corruption, bribery, improper gifts, extortion, embezzlement and even the appearance of conflicts of interest.

Business Partners will not offer or accept bribes or other unlawful incentives to/from their other business partners. Business Partners are expected not to offer SBS employees gifts or any other kind of personal benefit resulting from the relationships with the business partner. Business Partner's business dealings should be fair, legal and honest.

B. No Gift Policy

SBS does not allow receiving and soliciting of gifts from our suppliers, business contacts and partners. Sending gifts to the employee's home or any location other the company premises is strictly prohibited. This is for the equal protection of both our companies and to eliminate all perceived bias and unjust treatment. "NO GIFT POLICY" is applicable the whole year round.

C. Fair Competition

Business Partners will conduct their business in line with fair competition and in accordance with all applicable anti-trust and anti-corruption laws.

D. Privacy & Intellectual Property

Business Partners with access to SBS confidential information should not disclose such information to any other person or entity, even to parent or subsidiary companies, without the written consent coming from the authorized representative of SBS. Business Partners will safeguard and make only appropriate use of confidential information and ensure that all employees and business partners' privacy and valid intellectual property rights are protected. The Business Partner agrees that the information it acquired through proposals and negotiations shall be retained in confidence and shall not be reproduced, used, disseminated, displayed, tested, published, or disclosed to any third party.

SBS maintains a corporate Data Privacy policy which emphasize on respect of and values data privacy rights in accordance to RA 10173 or The Data Privacy Act of 2012 and ensure that all personal data collected (e.g. from suppliers, etc.) are processed in adherence to the general principles of RA 10173 which are transparency, legitimate purpose, and proportionality.

E. Conflict of Interest

SBS Business Partner will not enter into an agreement or connive with any of the officer of the Company to secure a favourable engagement. In the event that the Business Partner has a relative within the 3rd degree of consanguinity or affinity with any of the employees of the Company, the Business Partner shall disclose and made known such fact as soon as possible.

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IV. Environment

SBS is committed to reducing our environmental impact across our supply chain and to supporting sustainable operational and agricultural production practices. SBS Business Partners shall ensure compliance with applicable laws and regulations relating to environmental protection including environmental classification, reporting, and inspections by authorities.

Operations fully comply with all local environmental laws and regulations.

All required environmental permits are obtained, maintained and kept current and any operational, registration and reporting requirements shall be followed.

V. COMPLIANCE

Business Partners ensure that adequate and effective management systems, policies, procedures, financial documentation and training are in place to ensure on-going compliance with the Code. We reserve the right to request, where reasonable, from our Business Partners information about the management of relevant issues outlined in the Code.

SBS reserves the right to verify compliance with this Code through internal and external assessment mechanisms, such as self-assessment questionnaires, announced on-site independent third-party audits, and worker well-being surveys. Such audits may inspect Business Partner's facilities, operations, books and records, and supplier-provided housing, and may include confidential worker interviews. If non-compliances are observed, the supplier will be required to take corrective actions.

We also reserve the right to request that Business Partner disclose information that may pertain to geographical location of facilities that produce any item supplied to SBS, origin of raw materials produced within their facilities and environmental performance indicators.

Business Partners who believe that an employee of SBS, or anyone acting on behalf of SBS has engaged in illegal or otherwise improper conduct, should report the matter to the Company. Violations and concerns may be reported directly at +63-(02)-8371-5555, +63908-711-9511 and/or email to compliance@sbsph.com. Rest assured that identities will be kept confidential and Business Partner's relationship with SBS will not be affected by an honest report of potential misconduct.

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