



Code of Conduct for Business Partners

Issued on 1 January 2022

Message from Chief Executive Officer

S&P Syndicate Public Company Limited, and its subsidiaries and affiliated companies (the “Company”) have intention to create the growths of the core business and enhance the rises of the new business for security, sustainability, and social responsibility.

A stipulation of the standard code of conduct for our business partners to mutually retain and abide by is one of the Company’s important milestones in building and advancing the culture, values, and awareness of the importance of the compliance with the provisions of laws, international law principles, ethics, and virtues in order that the Company and its stakeholders will be ensured that the entire supply chain and the production chain of the Company are a part of the friendly successful and sustainable ecosystem in harmony with Thai and global society.

The Company, therefore, would like to request the cooperation from all of the business partners to comply with **Code of Conduct for Business Partners**. I, as a representative of the Company, would like to take this opportunity to thank all of our business partners continuously granting supports and operations to the Company, and I truly wish that the Company and our business partners will grow and develop together amidst changes and challenges in this new normal era.

With good wishes.



(Vitoon Sila-On)

Chief Executive Officer

S&P Syndicate Public Company Limited

1 January 2022

SCOPE AND ENFORCEMENT

This **Code of Conduct for Business Partners** is deemed to be a part of an agreement(s) and arrangement(s) made between the Company, and suppliers, consultants, contactors, service, providers, agents, brokers, and the relevant persons (the “**Business Partners**”) and is a covenant given by the Business Partners to the Company with effect from the date of signing of Acknowledgement and Conformity Letter on **Code of Conduct for Business Partners** onwards.

The Company has a right to amend, change, and/or terminate this **Code of Conduct for Business Partners** according to conditions and circumstances, which may be changed, in order to be in line with the Company’s business operation guideline. The Company will notify the Business Partners of the amendments, changes and/or termination through a channel(s) stipulated by the Company, such as www.snpfood.com. It is deemed that such amendments, changes and/or termination is a part of this **Code of Conduct for Business Partners**.

In case that the Business Partners are unable to conform to the **Code of Conduct for Business Partners**, the Business Partners shall notify the Company immediately, and the Company has a right to consider and impose appropriate measures for treating such Business Partners by taking appropriateness and necessity into consideration on case by case basis.

The Company has a right to terminate any and all agreements and arrangements with the Business Partners immediately if it finds that the Business Partners violate the **Code of Conduct for Business Partners**, and the Business Partners fail to remedy as the Company notified, and it shall not be deemed that the Company is in breach of the agreement.

1. COMPLIANCE WITH LAWS

The Business Partners shall strictly abide by laws as well as taking any and all necessary actions to enable their employees, agents, and sub-contractors and the persons under their supervision to comply with laws.

The Business Partners shall understand laws in connection with the Business Partners' business operations, such as laws governing a product standard, laws governing a product safety, laws governing foods, laws governing hygiene, laws governing labor, laws governing an occupational safety, laws governing a foreign worker, laws governing a trade competition, laws governing an antitrust act, laws governing an environment, laws governing a trade secret, laws on personal data protection, and laws governing money laundering protection.

2. PRODUCT AND SERVICE SAFETY

The Business Partners shall deliver products and/or services, which are in accordance with the specification, quality and safety standard as imposed in a relevant agreement to the Company. Such products and/or services shall be fit and safe for use as agreed and designated by laws, such as having a label, and having a due instruction.

The Business Partners covenants that products delivered to the Company are safe to use and/or consume, and comply with laws governing a consumer protection, laws governing an intellectual property and laws governing a product liability in all respects.

If the Company is sued or claimed for damages by customers or consumers as a result of using the Business Partners' products or having the Business Partners' products as a component, the Business Partners shall provide the Company with necessary assistances to oppose such accusation and defend such claim as notified by the Company. The Business Partners shall also be responsible and liable to the Company and any persons relating to the Company if it is proven that it is a fault of the Business Partners.

3. ENVIRONMENT

The Business Partners shall pay attention to ecosystem preservation and a use of natural resources worthily as well as having an appropriate and eco-friendly waste and hazardous substance management, control, reduction and treatment.

The Business Partners shall strictly abide by applicable environment laws, laws governing a waste disposal and transportation of hazardous substances and all required environmental permits and registrations shall be obtained, maintained, and kept current.

4. NON DISCRIMINATION HUMAN RIGHTS AND LABOR

The Business Partners shall treat employees and relating persons equally without discrimination against different race, nationality, religious, gender, age, pregnancy, marital status, political opinion, disability, or membership of association.

The Business Partners shall not employ or use child labor under the minimum employment age according to the country's laws where the facility is located.

The Business Partners shall not use any forced labor or involuntary labor, and shall allow employees to resign according to laws. The Business Partners shall not demand and keep important legal documents of employees, such as identification card, passport, or work permit, as a security deposit for the performance of work.

The Business Partners shall set the working hours, overtime hours, rest period and holiday according to laws, and the employee's overtime work shall be in accordance with the employee's willingness.

The Business Partners shall pay wages and other remunerations, and provide employees with fundamental welfares eligible to them according to laws.

5. SAFETY HEALTH AND WORK ENVIRONMENT

The Business Partners shall provide employees with a safe and good hygiene workplace and proper work environment, which has fundamental facilities, namely having sanitary drinking water, first aid kits, fire exit, restrooms and necessary equipment for safety according to laws.

The Business Partners shall have employees trained regarding the occupational safety and hygiene, especially employees who has bounden duty towards machine.

6. ANTICORRUPTION

The Business Partners shall not commit a corruption whether to give a bribe, accept a bribe, bring, offer to bring, or promise to give, request for, or claim for properties, money, objects or any benefits in violation of moral, virtue, laws, rules, regulations, policies to/from a government officer or other person doing business with the Business Partners and/or the Company whether in Thailand or overseas countries in order to gain an undue benefit for an organization, themselves, or a relating person.

The Business Partners shall comply with the Company's policy on a prevention and anti-bribery and corruption, code of conduct as well as the Company's rules, regulations, and principles, which currently exist and will be announced in the future. The Business Partners shall not involve with any corruption in any forms whether directly or indirectly.

The Business Partners shall transparently and honestly transact their business with government sectors and private sectors. In contacting government sectors, government officers, and private sectors as well as any persons in charge whether in Thailand or overseas countries, the Business Partners shall transact according to applicable laws.

The Business Partners shall not conduct anything having a risk in causing a corruption and shall strictly comply with Policy on Giving and Accepting Gifts, Gratuities and Reception.

7. GIVING AND ACCEPTING GIFT, GRATUITY AND HOSPITALITY

The Business Partners shall not offer, give or promise to give a gift, gratuity or any benefits whether money or other valuables to a Company's employee or agent for a purpose of receiving a favor in discussion and negotiation, or seeking a conclusion or performing obligations under an agreement with the Company, with exception that it is an express giving of a gift and gratuity in accordance with a good manner and recorded with the Company, and such gift and gratuity must has a reasonable value and not exceed THB 2,000.

The Business Partners shall not offer, or give or promise to give a financial support to a Company's employee or agent for whatsoever reasons.

The Business Partners shall not accept or agree to accept a gift, gratuity or other benefits whether money or other valuables from a Company's employee or agent for a purpose of receiving a favor in discussion and negotiation, or seeking a conclusion or performing obligations under an agreement with the Company, with exception that it is an express acceptance of a gift and gratuity given on behalf of the Company by a Company's employee or agent and recorded with the Company, and such gift and gratuity must has a reasonable value and not exceed THB 2,000.

The Business Partners shall not propose an offer or arrange hospitality for a purpose of receiving a favor in discussion and negotiation, or seeking a conclusion or performing obligations under an agreement with the Company, with exception that it is hospitality for a Company's employee and agent in accordance with a good manner.

8. CONFLICT OF INTEREST

The Business Partners shall refrain from a conflict of interest which affects the Company.

The Business Partners shall notify the Company immediately if the Business Partners involve with a conflict of interest or an inevitable conflict of interest affecting the Company, or the Business Partners has close relationship with the Company's employee. The Company has a right to consider and impose appropriate measures for treating such Business Partners by taking appropriateness and necessity into consideration on case by case basis.

9. INTELLECTUAL PROPERTY

The Business Partners shall use the Company's trade information, trademark and intellectual property only pursuant to the Company's written approval and applicable laws.

The Business Partners shall not infringe an intellectual property of the Company and a third party, and shall notify the Company immediately if there is any dispute, conflict, lawsuit in connection with the Company's intellectual property and/or employment, assignment and/or business between the Company and the Business Partners.

The Business Partners shall provide the Company with necessary assistances to prove the rights, file a lawsuit, and defend a case, which relates to the Company's intellectual property as notified by the Company.

10. CONFIDENTIALITY AND INFORMATION DISCLOSURE

In transacting any business with the Company, the Business Partners shall disclose accurate and up to date information to the Company.

The Business Partners shall procure for a system and standard, which are secured and appropriate, to control and store information and/or electronic data in order to prevent an unauthorized access into information/data.

The Business Partners shall keep the Company's trade information, which is known or possessed as a result of an employment, assignment and/or business between the Company and the Business Partners confidential. The Business Partners including their employees and agents shall not use, disclose or deprive of the Company's trade information without obtaining prior written consent of the Company.

The Business Partners shall return the Company's trade information and/or proceed with any and all necessary actions, such as destroying documents, deleting electronic data, in order to keep the Company's trade information confidential as notified by the Company.

In case that the Business Partners received the Company's trade information in error as the Company has no intention to directly disclose it to the Business Partners, the Business Partners shall notify the Company immediately, and the Business Partners shall destroy such information and/or proceed with any actions as notified by the Company in order to keep the Company's trade information confidential.

11. INFORMATION AND TECHNOLOGY SECURITY

The Business Partners must have a policy and security system for data and information system in order to protect and minimize risks against cyber attacks as well as having a policy and system protecting a personal data breach, or an unauthorized use of personal data without consent given by a personal data's owner, or misuse of data.

The Business Partners shall collect, use, and process personal data for legitimate business purpose only, and the Business Partners shall strictly proceed with, control, and procure for the collection, usage, processing of the personal data according to the Personal Data Protection Act B.E. 2562 and relevant laws. In case that the Business Partners have to disclose the personal data to the Company, the Business Partners must request for consent of such personal data's owner. If requested by the Company, the Business Partners have a duty to immediately provide or show a copy of evidence proving the consent given by such person without delay to the Company in order to ensure the compliance with the Personal Data Protection Act B.E. 2562.

12. ANTI COMPETITION

The Business Partners shall legitimately compete in a market according to laws and support a fair and free competition. The Business Partners shall not collude with a competitor in an illegitimate manner, and must not conduct anti competition monopoly, and trade barrier practices.

13. INSIDER TRADING

The Business Partners, including their employees, agents, sub-contractor, and persons under their supervision, must not inappropriately use inside information that is not disclosed to public whether confidential or not, received due to a communication with the Company, or must not misuse, or must not use for seeking an unlawful benefit, or must not use for making an unfair advantage.

14. WHISLEBLOWING AND ENQUIRIES

The Business Partners shall notify the Company without delay if finds any violations or has any enquiries as to this **Code of Conduct for Business Partners**, by reporting to:

Email : presidentoffice@snpfood.com

Post : To President Office

S&P Syndicate Public Company Limited

2034/100-103, 106-107, Ital Thai Tower, 23rd - 24th Floor,

New Petchburi Road, Bangkok, Huaykwang, Bangkok 10310

Acknowledgement and Conformity Letter on
Code of Conduct for Business Partners

We/ I have read the Code of Conduct for Business Partners issued on 1 January 2022, which is published via www.snpfood.com and understood its contents thoroughly and agreed to comply with such Code of Conduct for Business Partners in all respects; therefore, have subscribed name(s) and affix the company's seal (if any).

On behalf of

Signed

(.....)

Position

Dated/...../.....