

Emeritus

Vendor Code of Conduct



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Acronyms and Abbreviations

ABAC	Anti-Bribery & Anti-Corruption
VCOC	Vendor Code of Conduct
COC	Code of Conduct
WB	Whistleblow



Introduction

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- 1.1 Emeritus' Vendor Code of Conduct (referred as “**Code**” establishes business practices that are expected from Vendors in the course of their dealings with Emeritus.
- 1.2 Emeritus is strongly committed to observing the highest ethical standards in conducting its business with Vendors. The Code outlines the minimum compliance requirements from Vendors in all procurement dealings to ensure sustainability, transparency and accountability.
- 1.3 Emeritus may amend and add to this Code at any time and Vendors and Vendor Representatives are bound by such amendments and additions published from time to time. It is the responsibility of the Vendor to ensure that Vendor Representatives comply with this Code.
- 1.4 Capitalized terms not otherwise defined shall have the meanings attributed to them in **section 3**



Scope and Applicability

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- 2.1 This Code shall apply to all Vendors, dealers, and Third Parties, including all prospective Vendors, Emeritus approved sub-contractors, parent or subsidiaries of the Vendors and other entities acting on behalf of the Vendors'.
- 2.2 Vendors including such Vendor Representatives shall ensure this Code and other relevant information are communicated throughout their organization and made available to their employees who may be engaged or are expected to be engaged in conducting business activities with Emeritus.
- 2.3 Vendors' and Vendor Representatives' acknowledgement of the Code is a pre-requisite whereby the Vendor commits that its business operations are consistent with the provisions contained in this Code.
- 2.4 This Policy applies to all transactions entered by Emeritus effective from the Version Control Date listed on page 2 hereon and is subject to change from time to time





Definitions

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Following terms shall have the meanings set forth below:

- 3.1 **Affiliate(s):** Any corporation, firm, partnership, organization or entity, whether de jure or de facto, directly or indirectly controls, is controlled by or is under common control with Emeritus.
- 3.2 **Anything of value:** Any tangible or intangible goods, services, hospitality or gratifications, in monetary or in kind, that have some intrinsic value and have utility to the recipient.
- 3.3 **Business partner(s):** Any individual(s) or entity(ies) acting on behalf of the Emeritus including but not limited to vendor, supplier, university partner, associates or client.
- 3.4 **Child:** Any person under the age of 15 (or such other age where the law of the country dictates), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is lowest.
- 3.5 **Compliance Officer:** An Employee authorised and appointed unanimously by the Directors of Emeritus to serve in such capacity.
- 3.6 **Conflict of Interest:** A conflict of interest situation arises when an individual's personal interests might influence his/her independent judgement, decisions or actions in the workplace or detract the individual from devoting his/her time and efforts for Emeritus.
- 3.7 **Director(s):** Individual who is a member of the board of directors of Emeritus.
- 3.8 **Employee(s):** All employees whether permanent and temporary referred to as part-time, contractual, staff, worker, consultant, retainer, personnel, intern, trainee, per diem or any other equivalent/similar term reporting directly or indirectly to the management of Emeritus.
- 3.9 **Emeritus:** Emeritus and its Affiliates worldwide.
- 3.10 **Gift(s):**
 - a. any bestowal of money or Anything of Value, whether tangible or intangible, in cash or kind, offered by or accepted from a third party for which something of equal or greater value is not exchanged; and
 - b. include, but are not limited to, gift vouchers, gratuity, discount, loan, forbearance, honoraria, a bottle of wine, etc.
- 3.11 **Relative(s):** Stakeholder's spouse, parents, children, brothers or sisters, or spouse of child, brother and sister and includes adoptive relationships, step relationships, live-in relationships and any individual sharing the Stakeholder's household (other than a tenant).
- 3.12 **Stakeholder(s):** Internal and external parties that have dealings with Emeritus which includes all members of the board of Directors, senior managers managers and Employees at all levels; Third Parties and Business Partners acting for or on behalf of Emeritus.
- 3.13 **Team Member(s):** Employees including Directors of Emeritus.
- 3.14 **Third Party(ies):** Agent, representative, intermediary, joint venture partners, contractor, sub-contractor, consultant etc and such similar parties acting for or on behalf of Emeritus.
- 3.15 **Vendor(s):** Any entity with whom Emeritus has entered into a contractual or business arrangement for supply of goods and/or rendering of services and includes Vendor Representatives.
- 3.16 **Vendor Representative(s):** Any dealer, agent and other third party including prospective Vendor, Emeritus-approved sub-contractor, parent or subsidiary(ies) of the Vendor and other entity(ies) acting on the Vendors' behalf.

Terms used in this Policy, but not defined above shall have the meaning (in the following order) as listed below:

 - a. Meaning set forth in other policies of Emeritus'
 - b. Definition as per the Applicable Laws
 - c. Dictionary meaning



Business Ethics, Conduct and Integrity

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- 4.1 Vendor(s) must operate with honesty and integrity and must not, either directly or indirectly, engage in bribery or corruption or kickback in any form or engage in unethical or unacceptable business practices, improperly influence, or attempt to improperly influence, a Government Official or individuals in private sector to secure an unfair advantage in order to obtain or maintain Emeritus' business.
- 4.2 Vendors are prohibited from, directly or indirectly, offering, promising, giving, soliciting or accepting, or agreeing to offer, promise, give, solicit, or accept, or attempt to obtain anything that might be regarded as a facilitation payment in any form.
- 4.3 Vendor must transact business in a fair and transparent manner and report to Emeritus if any Team Member(s), Relatives and close acquaintances or business associates request an incentive.
- 4.4 During a bid or evaluation process, Vendors should not entertain nor seek to influence Emeritus' Team Members involved in the bid or evaluation or their Relatives and close acquaintances, through Gifts, payments, favours, services or other benefits that will or could influence any business decision or that create the appearance of influencing any business decision.
- 4.5 Emeritus prohibits any offer/acceptance of Gifts, whereby all its Team Members as well as their Relatives and close acquaintances, acting for and on behalf of the Group, directly or indirectly, are prohibited from giving or accepting Gifts to avoid Conflict of Interest (actual or perceived). Any Gifts offered or accepted shall be in compliance with the law and Emeritus' ABAC Policy, and other relevant policies and procedures.
- 4.6 Vendor must ensure that their personnel utilize Emeritus' assets (both tangible and intangible) only in a legal and ethical manner. Emeritus' name and logo must be used only for duly authorized purposes.
- 4.7 Vendors must not engage sub-contractors in performing work for Emeritus without prior written approval from the Compliance Officer.



Compliance with Applicable Laws

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- 5.1 Vendor(s) must comply with all applicable laws and regulations (referred as “**Applicable Law**”) in jurisdictions in which they operate. In case of any difference between the provisions of this Code and Applicable Law(s), the stricter or higher standard shall apply.
- 5.2 Vendors are also expected to obtain any licenses, permits, approvals, permissions granted by local regulators and federal authorities to conduct its business in the relevant jurisdictions.





Labour Rights and Working Conditions

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- 6.1 Emeritus expects its Vendors to comply with all applicable labour laws and regulations and international labour rights and principles.
- 6.2 Vendors must prohibit slavery, human trafficking and use of forced/compulsory/ involuntary labour of any type. Employees must be given the right and ability to leave employment when they choose.
- 6.3 Vendors must support legitimate workplace apprenticeship programs and prohibit use of child labour and are expected to implement the applicable laws against child labour.
- 6.4 Compensation paid to employees shall meet the mandated minimum in accordance with applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits and there must be no illegal deductions from employee benefits.
- 6.5 Vendor shall not require employees to work in excess of the limits on regular and overtime hours allowed by the law of the country where the worker is located. Vendors shall ensure that all overtime work is voluntary and compensated at the prevailing overtime rates.
- 6.6 Vendors must create employment conditions which foster mutual trust between their management and their employees.
- 6.7 Vendor must offer equal opportunity to their employees and provide a workplace free from discrimination, harassment, or any type of abuse. Forms of discrimination may include race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability.



Environment, Health and Safety

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- 7.1 Vendors are expected to comply with all local applicable environmental laws and conduct business in safe and sustainable manner.
- 7.2 Health and Safety:
 - a. Vendors shall provide their employees with a safe and healthy workplace in compliance with all Applicable Laws, take precautionary measures against occupational hazards and protect employees from exposure to hazardous chemicals.
 - b. Vendors shall provide adequate training, certifications and implement effective programmes on health and safety issues.
 - c. Vendors must undertake initiatives to promote environment responsibility and encourage environment friendly technologies





Conflicts of Interest

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- 8.1 Vendors are expected to use good judgment and avoid situations that can lead to even the appearance of a conflict and must disclose all potential conflicts of interest prior to entering into contract .
- 8.2 Vendor must report to the Emeritus' Compliance Officer if any Team Member of Emeritus and/or Relatives and close acquaintances are employee, partner director, or shareholder (other than publicly traded securities) of the Vendor.



Anti-trust and Anti-competition

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- 9.1 Vendors shall comply to competition legislation and regulations where applicable and support fair trade and ethical sourcing practices and must not engage in collusive behaviour, tying or linking arrangements, misuse of market power and refusal to supply.
- 9.2 Emeritus expect its Vendors to adhere to all anti-trust laws to ensure a free and open marketplace. Vendors must not propose, or enter into, any agreements with a competitor to fix or stabilize pricing, allocate customers, territories, products or markets, rig bids or collude on bid quotes, or boycott a competitor or customer.





Data Security, Data Privacy and Anti-Money Laundering

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- 10.1 Emeritus must safeguard information on corporate, customer, business partner and Team Member personal information, in physical or digital form, and make appropriate usage only when necessary.
- 10.2 Emeritus expects Vendors to:
 - a. process the data in a secure manner in accordance to Emeritus' instructions, and its contractual obligations and at all times according to the local data protection laws and regulations;
 - b. implement systems, policies, processes and controls which safe-guard data privacy, cyber-security and prevent money laundering;
 - c. conduct the engagement with integrity and use of data must be limited to the purpose for which it was provided;
 - d. ensure that all Emeritus data and information which Vendor possesses, controls or has access to, are safe and protected against cyber threats and security breaches, loss and corruption;
 - e. all systems, software, solutions and services that it supplies to Emeritus contain or possess the technology, features and mechanisms to protect against cyber threats and security breaches and loss and corruption of data;
 - f. obligation to maintain confidentiality extends beyond termination of the contract; and
 - g. provide appropriate training to employees, subcontractors on aspects of privacy and data security.
- 10.3 Breaches or non-compliance of laws or regulations, Emeritus' policies or contractual terms, pertaining to data privacy, cyber security and money laundering, will be taken seriously, and may lead to actions being invoked against the Vendor.



Monitoring Compliance to the Code

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- 11.1 Vendor must keep accurate and complete financial books, records, and supporting documentation related to the goods and services provided to Emeritus.
- 11.2 To facilitate the monitoring of Vendors' compliance with this Code, Emeritus expects Vendors to:
 - a. Develop and maintain accurate, up to date and complete records and documentation necessary to support compliance with Applicable Laws;
 - b. Provide Emeritus' representatives, basis request, with access to all relevant records and documentations;
 - c. Allow Emeritus' representatives, basis request, to conduct interviews with the Vendor's employees and management and Vendor Representatives separately and to conduct announced and unannounced site visits of Vendor and Vendor Representatives locations; and
 - d. Respond promptly to reasonable inquiries from Emeritus' representatives in relation to this Code.
- 11.3 Vendor shall have a process in place for timely correction of any deficiencies or violations identified by such an assessment.



Representation

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- 12.1 Vendors shall provide honest, accurate and open representation of their organization, its qualification, experience and capabilities.
- 12.2 Vendors shall also disclose, if requested, accurate references of previous work undertaken. Where references of previous work undertaken cannot be disclosed due to confidentiality obligations, the Vendor shall reasonably endeavour to obtain the appropriate permissions and shall at a minimum disclose such information without breaching such obligations of confidentiality.



Consequence of Violation of the Code

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- 13.1 Compliance with the Vendor Code of Conduct is mandatory. Any violation of the Code will be deemed to be breach of the terms and conditions governing the agreement and may result in penalties and actions being invoked against that Vendor. The actions taken against the Vendor will depend on the nature and severity of the breach.
- 13.2 Seek consultation from Compliance Officer and/or immediate superior, if you are in doubt or require more information, as it is inconceivable for this Policy to address every situation that may be encountered.
- 13.3 If you become aware, informed or observed any non-compliance or violation of this Code, escalate the non-compliance or violation through the available reporting channels. Such escalations will be investigated confidentially.



Raising Concern

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- 14.1 For reporting actual or suspected violations, illegal or unethical behaviour or for raising concerns or queries please consult the Compliance Officer and write to compliance@eruditus.com
- 14.2 Emeritus is committed to protect, within reason and means, anyone who reports or raises a concern in good faith, and those who participate in or conduct an investigation, from retaliation. Mere rumour or hearsay information is not the basis for speaking up or to whistle blow. For further information on whistleblowing, please refer to Emeritus' Whistleblower (Speak-up) and Non-retaliation Policy

We _____(vendor) acknowledge and abide by this Code. As a Vendor, we have to acknowledge this policy and to apply it in all dealings with, and on behalf of Emeritus. We understand that our failure to sign (and return) and comply to this ethical commitment may result in our disqualification from consideration for business, and/or future business, with Emeritus. We will be fully responsible for ensuring that any employees, subcontractors, agents or other third parties that we employ in our work for Emeritus, as governed under our agreement, will act consistently with this Policy.

Signature of Authorised signatory: _____

Name:

Designation:

Date and Place: