



Document Number	AS-SCM-PR-02
Version Number	01
Prepared By	V. PSELVEM
Approved By	R. BHOJ
Approved Date	01 JAN 2020

This policy applies to the following group of companies hereinafter collectively and individually referred to as the COMPANY:
Aroona Solutions Sdn Bhd. – Malaysia | Aroona Solutions Integrated Sdn Bhd. – Malaysia | Aroona Energy Solutions (M) Sdn Bhd. – Malaysia
PT Aroona Solusi – Indonesia | Aroona Solutions Australia Pty Ltd. – Australia | Blueline Solutions – India | Deepsea Offshore and Marine Pte Ltd. – Singapore

SUPPLIER CODE OF CONDUCT

Our COMPANY and its affiliated entities worldwide are committed to maintaining the highest ethical standards while conducting business. As a result, all suppliers and COMPANY employees who work with us are expected to conduct themselves with the highest standards of honesty, fairness and personal integrity.

This Supplier Code of Conduct defines the basic requirements for COMPANY suppliers with regard to their responsibilities to maintain high ethical standards, adhere to all applicable laws, and avoid even the perception of impropriety or conflict of interest. Suppliers shall therefore maintain and uphold our COMPANY principles of openness and transparency.

All COMPANY suppliers must adhere to following:

1. Comply with this Code of Conduct which applies globally to suppliers, meaning any business, company, corporation, person or other entity that sells, or seeks to sell, any kind of goods or services to our COMPANY. This includes contractors, supplier's employees at all levels, as well as agents, board members, hired personnel, consultants and others who act on behalf of or represent the supplier.
2. **Legal compliance.** The supplier shall comply with all applicable laws, rules and regulations of their country of origin as well as all applicable laws and regulations in countries of operation. The supplier shall act in accordance with relevant international conventions and guidelines set by international organizations. The supplier shall comply with any applicable sanction, import or export control law or regulation, and secure the same obligation for any sub-supplier or other representative of the supplier used in the work for the COMPANY (including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. common law offense of bribery and the U.K. Prevention of Corruption Act 1906 as amended by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001, Section 276 'Influence Trading' of the Norwegian Criminal Code, the commercial bribery, anti-money laundering and anti-terrorism laws of the Malaysia, United States, the United Kingdom and Norway, as well as all other relevant substantive laws of the Malaysia, United States, the United Kingdom, Norway and all other countries in which the COMPANY conducts business). In the event of differences between applicable laws, regulations, this Supplier Code of Conduct or requirements in the contract with the supplier, the supplier shall comply with the strictest requirements.
3. **Prohibition of corruption and bribery.** The supplier shall not tolerate and shall work against corruption in all its forms in the public and private sector. The supplier must not offer, request, give, accept or receive bribes or other improper advantages for business or private gain, whether directly or indirectly, for itself or for others. The supplier understands its obligation to maintain



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the highest standards of integrity in all business interactions worldwide. Any and all forms of corruption, such as bribery, money-laundering, extortion or embezzlement, are strictly prohibited.

- 4. Respect of basic human rights.** The supplier shall actively support and respect the protection of the United Nations Universal Declaration of Human Rights through recruiting and developing staff based on merit and equal opportunity, regardless of race, colour, religion, gender, age, social background, national origin, sexual orientation, marital status or disability. The supplier shall not use any form of forced labour, child labour or slavery. The supplier shall maintain the freedom of association and the right to collective bargaining. The supplier shall comply with internationally recognised labour standards covering the following areas: wages, working hours, disciplinary practices, employment contracts and working conditions.
- 5. Health and safety.** The supplier shall work actively for an injury-free and healthy working environment, and to promote an open and pro-active health and safety culture. The supplier shall endeavor to control hazards and take the best possible precautionary measures against accidents and occupational diseases. The supplier shall provide training and ensure that employees are educated in health and safety issues. The supplier shall plan and act to prevent injuries, and work systematically to manage risks by using an occupational health & safety management system.
- 6. Environmental protection.** The supplier will act in accordance with the applicable statutory and international standards regarding environmental protection, work to avoid environmental pollution and make continuous improvements in environmental protection. The supplier shall support a precautionary approach to environmental challenges, undertake initiatives to promote greater environmental responsibility, and encourage the development and use of environmentally friendly technologies.
- 7. Conflict of interest.** The supplier shall avoid all conflicts of interest while working for the COMPANY. A conflict of interest occurs when a representative of a supplier seeks to further their own personal interest, or that of a friend or relative, due to their position as a representative of the supplier. The supplier is required to report any situations of potential or actual conflicts between supplier personnel or other representative personal interests and the interests of the COMPANY.
- 8. Accuracy and retention of business records.** The supplier shall maintain accurate and complete company business records. All transactions between the supplier and other parties shall be promptly and accurately posted in the supplier's books. All forms of financial reporting shall be in accordance with generally accepted accounting practices and principles, and all filing requirements shall be accurately met with regard to timing and content.



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9. **Fair competition.** The supplier shall compete within the framework of competition rules in its markets of operation. The supplier shall never be part of any illegal price or bid cooperation, illegal market sharing or other practice in violation of applicable competition laws. The supplier shall comply with all applicable antitrust and competition laws.
10. **Business courtesies, gifts, hospitality and expenses.** The supplier shall prohibit the offer or acceptance of business courtesies, gifts, hospitality, expenses or any benefit where these could constitute, or appear to constitute, an undue influence. COMPANY employees and/or representatives may accept a gift from a supplier if the gift is not intended to obtain favorable treatment, does not create an appearance of a bribe, kick-back, pay-off or irregular type of payment, or otherwise raise any potential conflict of interest. In addition, all the following requirements shall be met:
- a. The total value of a tangible gift or gifts is of nominal value.
 - b. There is a business purpose involved.
 - c. Public disclosure would not be to the detriment of our COMPANY reputation.
 - d. The gift is reasonable and appropriately consistent with the COMPANY Code of Conduct.
 - e. Acceptance of the gift does not violate any applicable laws.
11. **Audit rights.** Supplier agrees to permit, upon the request of the COMPANY, audits by independent auditors, and agree that such auditors shall have full and unrestricted access to, and to conduct reviews of, all records related to the work performed for, or services or equipment provided to, the COMPANY, and to report any violation of any of all applicable laws and regulations, or of the compliance provisions of its contract with the COMPANY including but not limited to:
- a. The effectiveness of existing compliance programs and codes of conduct.
 - b. The origin and legitimacy of any funds paid to the COMPANY.
 - c. Its books, records and accounts, or those of any of its subsidiaries, joint ventures or affiliates, related to work performed for, or services or equipment provided to the COMPANY.
 - d. All disbursements made for or on behalf of the COMPANY.
 - e. All funds received from the COMPANY in connection with work performed for, or services or equipment provided to the COMPANY.
12. **Reporting concerns or breaches.** Should the supplier be aware of any infringement of this Supplier Code of Conduct, the supplier shall report the infringement directly to the COMPANY using the following address – info@aroonasolutions.com.



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13. Consequences of infringement. A failure to comply with this Supplier Code of Conduct may lead to termination of the contract, claims for compensation, disqualification as a supplier and reporting to relevant authorities.