



Supplier Code of Business Conduct

I. Policy Statement

As expressed in its Code of Ethics, SM Prime Holdings, Inc. and its subsidiaries' ("SM Prime" or the "Company") employees, vendors, suppliers, contractors, and shareholders are fully committed to doing business in accordance with long held values and ethical standards that have been the foundation for the growth and success of SM, with strict compliance with the applicable laws and regulations in the countries, districts, and communities in which SM operates.

II. Purpose and Scope

This Supplier Code of Business Conduct (the "Code") sets out what is expected of every supplier working with or on behalf of SM Prime, including the Company's commitments to environment, health, safety, business ethics, human rights and relevant laws. By acceptance of this Code, the Supplier commits that all agreements and business relationships are subject to the provisions contained herein.

This Code applies to suppliers, vendors, contractors of SM Prime and third-party business partners of the Company.

III. References

Code of Ethics
Insider Trading Policy

IV. Definition of Terms

For the purpose of this Code, the following definition of terms shall be used:

Applicable Law - refers to any constitution, statute, law, rule, regulation, ordinance, code, policy, judgement, order, decree, permit, or any published directive, guideline, requirement or other government restriction which has the force of law, or any other determination or interpretation of any of the foregoing by any judicial authority which applies to the engagement/contract/agreement.

Confidential Information - refers to any and all information that would be regarded as confidential by a reasonable business person, including information related to the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, pricing, know-how, designs, trade secrets, software, information systems, or product information.

Conflict of Interest - refers to any situation where financial or business interest may be influenced or compromised for personal gain/benefit.



Suppliers - refers to an individual, partnership, or corporation who provides goods or services to the Company, which may be consultants, contractors, distributors, agents and service providers. This also includes existing and prospective suppliers.

Employees - in this Policy, refer to SM Prime directors, officers, and employees.

Third Party - in this Policy, refers to an individual, partnership, or corporation (e.g. suppliers, contractors, distributors, agents, government officials and potential customers) that SM Prime employees and Business Units may encounter during the course of any official business.

V. Principles and Guidelines

A. Occupational Health and Safety Practices

SM Prime is committed to provide a safe, healthy and respectful space for all of its employees and business partners. As such, Suppliers are expected to perform their company related-work in a safe manner, free from the influence of alcohol, illegal drugs or controlled substance. Suppliers, at all times must ensure compliance with the applicable health and occupational safety rules.

Suppliers shall record, track and report all occupational injuries and illnesses as required by applicable laws.

B. Data and IT Governance

Suppliers shall provide appropriate data storage and protection and; ensure an applicable IT governance system is in place, including but not limited to IT policies, risk management and controls, in line with any data or IT requirements relevant to the engagement or contract with SM Prime.

C. Business Ethics and Integrity

The Company is committed to conducting business in an ethical and lawful manner in all locations or countries where it operates. As such, the Company prefers to do business with suppliers who perform and demonstrate a strong commitment to ethical behavior. Suppliers shall observe the terms and conditions stipulated in the Purchase Order and Service Agreement alongside this Code.

1. Guidelines on Acceptance of Gifts and on Travel Sponsored by Business Partners (Anti-Bribery and Anti-Corruption)

Corruption, misuse of company assets, any form of bribery, extortion, embezzlement and even appearance of conflicts of interest are strictly prohibited.

Suppliers shall not offer or accept bribes or any other unlawful incentives to and/or from business partners. Suppliers are also expected not to offer any gifts or any other kind of personal benefit to SM Prime employees.

2. Insider Trading

Proprietary and confidential information that may affect the Company's stock price shall at all times be secured. Suppliers shall not take advantage or use manipulative strategies



to obtain financial gain or any equivalent through buying and selling of SM Prime shares that constitutes insider trading as defined by applicable laws and regulations such as the Securities Regulation Code.

3. Conflict of Interest

Suppliers shall not enter into an agreement with any SM Prime employee to secure a favorable engagement, offer any special favor or deal to any person, organization establishment merely to promote products and services. Similarly, unofficial requests to or favors asked from the Management will not be honored. Suppliers are required to disclose any conflict of interest or any situation where any SM Prime employee may have an interest of any kind in the Company's Suppliers' business or any kind of economic, familial or personal ties (immediate member of the family), controlling shareholder, or has significant influence over the Supplier's business.

D. Human Rights

1. Child Labor

SM Prime does not engage in nor support the use of child labor. Suppliers shall not engage in nor condone the unlawful employment or exploitation of children. Suppliers must comply with the local minimum working age as required by the relevant labor laws and issuances.

2. Working Hours, Wages and Benefits

Suppliers shall commit to uphold applicable laws regarding working hours, wages and benefits of its employees. Suppliers shall not allow workers to work more than the maximum hours of daily and weekly labor set by applicable laws and regulations.

Suppliers shall provide wages for regular and overtime work and benefits that meet or exceed legal requirements.

3. Freedom of Association

Suppliers shall recognize workers' right to join, organize, or participate in associations or to refrain from the same, without any repercussion, provided it is done under lawful and peaceful conditions.

4. Non-Discrimination

Suppliers shall not discriminate in any way on the basis of race, color, ethnicity, religion, gender, marital status, sexual orientation, disability, political affiliation, or any other basis prohibited by law.

5. Harassment, Inhumane Treatment or Abuse

The Company prohibits all employees from practicing any form of harassment in the workplace. As such, Suppliers shall not engage, support or allow physical, verbal or



psychological abuse, harassment, including sexual harassment, any threats of violence or other forms of intimidation.

E. Confidentiality

All discussion and information exchanged between SM Prime and Suppliers, whether in oral or written form, are to be treated confidentially by both parties. SM Prime and the Supplier should protect confidential information from unauthorized use and disclosure outside of the Company.

1. Suppliers are expected to safeguard and maintain confidential information of the SM Prime and shall use such information only for the purposes specified by SM Prime;
2. Suppliers shall not transmit confidential or proprietary information of the Company electronically (e.g. Word, Excel, Powerpoint, etc.), unless such information is secured or password protected and SM Prime's consent has been obtained;
3. Suppliers shall comply with applicable laws and regulations on the collection, transfer, processing, and retention of all personal information and sensitive information; and
4. Suppliers shall maintain a non-disclosure agreement with SM Prime to protect the integrity and proprietary nature of all SM Prime confidential information.

Supplier's commitment on the treatment of SM Prime's confidential information shall be binding even after the termination or expiration of the Supplier's contract/engagement with the Company.

F. Relevant Laws

1. Data Privacy Act

SM Prime collects, process, stores and handles personal data about its employees, business partners and customers as set out in its Privacy Policy and in accordance with Republic Act No. 10173, or the Data Privacy Act of 2012 and its Implementing Rules and Regulations.

As such, suppliers must safeguard at all times any personal information or sensitive personal information provided by the Company, use the data only for its intended purpose and limit access only to individuals requiring such information to perform their function. Suppliers must abide and uphold the terms of the data outsourcing agreements or data sharing agreements relative to their engagement with SM Prime.

2. Human Rights

Human rights are enshrined in local and international laws and is expected to be upheld by all suppliers in its business operations. Kindly refer to Section V. (D) of this Code for detailed discussion on Human Rights.



3. Labor

Suppliers shall ensure adherence to labor laws and regulations by promoting equal work opportunities and humane working conditions. Suppliers shall not tolerate nor condone discrimination on distinctions such as, but not limited to sex, race, age, gender, religion, disability and origin. Suppliers shall also strictly prohibit harassment of any form in the workplace, as well as exploitation of workers through unfair wages, child labor, excessive working hours or exposure to hazardous conditions, among others.

4. Anti-Competition

The Company believes that fair market competition benefits the economy and customers through more innovative, enhanced quality and faster delivery of goods and services. Thus, Suppliers shall not enter into anti-competitive agreements, nor engage in acts which would constitute as abuse of dominant position and other anti-competition initiatives, mechanisms and policies in order to protect customer welfare in accordance with R.A. 10667 or the “Philippine Competition Act” and its Implementing Rules and Regulations.

5. Intellectual Property

Suppliers shall not infringe on SM Prime’s intellectual property rights and comply with the terms of its use in line with the Supplier’s engagement with the Company. Suppliers shall abide by intellectual property laws and regulations.

6. National and Local Government Laws and Regulations

Suppliers shall comply with all national and local laws and regulations applicable to its business, such as but not limited to, securing and maintaining the required permits, licenses and certifications and complying with the requirements of the Bureau of Internal Revenue, pertinent licenses shall be renewed on or before mandated deadline.

7. Anti-Money Laundering and Counter-Terrorism Financing

Suppliers shall comply with the applicable Anti-Money Laundering and Counter-Terrorism Financing laws, regulations and issuances and shall not engage with any sanctioned individuals and entities under the local and international regulatory watchlists. Covered Persons are also required to submit relevant documents (e.g. Certificate of Registration) as provided in the Implementing Rules and Regulations of R.A. 9160, as amended.

G. Corporate Governance Best Practices

The Company adheres to the highest standards of corporate governance and ethical business practices. As such, suppliers shall also observe best standards and practices in relation to corporate governance, sustainability, diversity, equity and inclusion (DEI), and environmental, social and governance (ESG) criteria. Further, suppliers shall be expected to ensure compliance with applicable law, regulatory requirements and issuances.



H. Sustainable/Environmental Practices

Sustainability and key principles of environment, social and governance (ESG) are integrated into SM Prime's core business strategies and operations underscoring the Company's commitment to sustainable development and growth (e.g. SM Prime's net-zero emissions, waste-free future, and water stewardship).

Suppliers of the Company are likewise enjoined to ensure sustainable and environmentally responsible practices are in place and in line with the Company's sustainability commitment and goals. At the minimum, Suppliers shall abide by national and local environmental laws and regulations, as well as submit necessary clearances, permits and/or licenses relative to their contract with the Company.

VI. Training

SM Prime is dedicated to enhancing the sustainability performance of its supply chain through comprehensive training programs for its suppliers. These initiatives aim to equip suppliers with the knowledge and resources necessary to meet its environmental, social, and good governance standards. By fostering collaboration and continuous improvement, SM Prime strives to create a responsible and sustainable supply chain that benefits all stakeholders. As such, Suppliers are enjoined to attend such trainings and support similar initiatives.

VII. Reporting

Suppliers are responsible for complying with the applicable laws and promptly raising concerns and reporting suspected or actual violations of the law, this Code, or any unethical conduct. Suppliers are encouraged to report to the Company through its Compliance Officer or may send an email to report.corpgov@smprime.com for any suspected or actual violation/s, breach or questionable activities.

Moreover, Suppliers must fully cooperate with SM Prime in the investigation of deceitful and fraudulent activities committed by the Company's employees or any party to an existing contract or engagement (if there is any).

VIII. Monitoring

1. Suppliers shall be responsible and accountable in immediately providing complete and accurate information as required by SM Prime including, but not limited to, information related to supplier accreditation and services;
2. Suppliers shall strive to continually seek ways to improve product, quality, and services under reasonable conditions and pricing terms.
3. The Company's respective units are responsible for monitoring of the Suppliers' compliance with the forms and other information as required by each department. SM Prime's Corporate Governance Committee shall review and recommend amendment to this Code whenever necessary;
4. Finance, Procurement and Project Management teams shall be responsible for the following:



- a. Informing Suppliers of SM Prime's Suppliers Code of Business Conduct and ensure their conformance by electronically agreeing through the Vendor Information Sheet system or signing of physical form/s;
- b. Administration of the Suppliers Conflict of Interest Form/Declaration and reporting of any COI during onboarding or upon any change in the declaration;
- c. Reviewing and validating the accuracy of the disclosed information by the Supplier;
- d. Random review of the Supplier's compliance with this Code; and
- e. Recommendation of the appropriate disciplinary action for Supplier's non-compliance in reference to SM Prime's Code of Ethics, Conflict of Interest Policy, Insider Trading Policy, Code of Conduct, as well as applicable laws and regulations.

IX. Annexes

- A. Statement of Commitment to SM's Suppliers Code of Conduct
- B. Supplier Conflict of Interest Declaration





Statement of Commitment to SM's Supplier Code of Business Conduct

1. I understand that <Name of SM Prime Business Unit> (“<SM Prime Business Unit abbreviation>” or the “Company”) is committed to doing business in accordance with long held values and ethical standards that have been foundation for the growth and success of <Name of SM Business Unit> including its commitment to environment, health, safety, business ethics, human rights and relevant laws.
2. I hereby confirm that:
 - a. I have received a copy of the Company’s Suppliers Code of Business Conduct (the “Code”);
 - b. I have read and understood the provisions of the attached Code; and
 - c. I agree to comply with this Code.
3. I hereby expressly provide <Name of SM Prime Business Unit> the right to audit relevant books, records and supporting data to verify compliance of [Name of Company of the Supplier/Vendor] to this Code.
4. I understand that my non-compliance with the Code shall result in appropriate sanctions and disciplinary actions by the Company.
5. I am authorized by [Name of Company of the Supplier/Vendor] to sign and accept this document on its behalf as evidenced by the attached Secretary’s Certificate.

Signed on this ____ day of _____, 20____.

Supplier: _____
Address: _____

Name of Representative:

Printed Name and Signature

Date Signed: _____



SM PRIME

Supplier Conflict of Interest Declaration

All vendors/suppliers interested in conducting business with <Name of SM Prime Business Unit> (“<SM Prime Business Unit abbreviation>” or the “Company”), shall not enter into any agreement with any <Name of SM Prime Business Unit> employee to secure a favorable engagement.

Please note that all vendors and suppliers are subject to comply with <Name of SM Prime Business Unit>’s conflict of interest policy as stated below.

Note: Relatives within the 2nd degree of consanguinity or affinity as defined in this form includes Parents, Children, Grandparents, Grandchild, Siblings and Spouse.

Declaration: I hereby certify that to my knowledge, there is no conflict of interest involving the Supplier/Vendor named below:

<input type="checkbox"/>	<p>1. Does any <Name of SM Prime Business Unit> director, officer or employee have any direct or indirect ownership or other financial interest in your Company or any of its affiliates?</p> <p>If yes, please indicate the following information in the separate table below:</p> <ul style="list-style-type: none"> • Name • Relationship • Position, Business Unit and Department of the <Name of SM Prime Business Unit> employee
<input type="checkbox"/>	<p>2. Are any of your employees concurrently employed in <Name of SM Prime Business Unit>?</p> <p>If yes, please indicate the following information in the separate table below:</p> <ul style="list-style-type: none"> • Name • Relationship • Position, Business Unit and Department of the <Name of SM Prime Business Unit> employee
<input type="checkbox"/>	<p>3. Are any of your employees concurrently employed with <Name of SM Prime Business Unit>’s direct competitors?</p> <p>If yes, please indicate the following information in the separate table below:</p> <ul style="list-style-type: none"> • Name of Employee • Company Name of <Name of SM Prime Business Unit>’s competitor • Position of Employee in <Name of SM Prime Business Unit>’s competitor
<input type="checkbox"/>	<p>4. Are any owners or directors in your Company related up to the second degree of consanguinity with any current employee of <Name of SM Prime Business Unit>?</p> <p>If yes, please indicate the following information in the separate table below:</p>



	<ul style="list-style-type: none"> • Name • Relationship • Position, Business Unit and Department of the <Name of SM Prime Business Unit> employee • Position, Business Unit and Department of the relative in the Supplier
<input type="checkbox"/>	<p>5. Has any <Name of SM Prime Business Unit> director, officer or employee been given any gifts of any form (e.g. cash or cash equivalent, loan, fee, reward, commission, allowance, employment, travel, entertainment, sponsorship of personal events etc.) by your Company or any of its affiliates in connection with the scope of work?</p> <p>If yes, please indicate the details such as but not limited to the following:</p> <ul style="list-style-type: none"> • Name of <Name of SM Prime Business Unit> director, officer or employee • Type, description, amount or approximate cash value of gift given • Name of Supplier's disbursing agent or officer.

Disclosure of Conflict of Interest

Company Name:		Office Contact Number:	
Company's Authorized Representative and/or Signatory:			
1.			
2.			
3.			
4.			
5.			

**use additional sheets if necessary*

I certify that the above information is true and correct to the best of my knowledge. I hereby confirm that any falsification in the above disclosures may result to vendor disqualification and/or non-renewal of the agreement. Further, I hereby agree to update/submit this disclosure for onboarding purposes; upon any change in the declarations; and as determined by <Name of SM Prime Business Unit>.

I understand and agree that by writing the personal information here, I hereby grant my express, unconditional, voluntary and informed consent to <Name of SM Prime Business Unit> and its subsidiaries and affiliates as well as its partners and service providers, if any, to collect, store, access and/or process any personal data I may provide herein for verification purposes. As such, I also acknowledge and warrant that I have acquired the consent from all parties relevant to this consent and hold free and harmless and indemnify <Name of SM Prime Business Unit>, its affiliates or business partners to whom information was shared from any complaint, suit, or damages which I or any party may file or claim in relation to this consent.

Printed Name and Signature of Authorized Representative

Date: _____

