

Head of Tender Committee,

South Asian Pakistan Terminal Limited (*hereinafter referred to as “The Company”*)

No. 1 Container Port Road,

Keamari South,

Karachi,

SUBJECT: DECLARATION OF COMPLIANCE TO APPLICABLE CORPORATE LAWS AND HUTCHISON PORTS POLICIES/ STANDARDS

Dear Sir,

_____ (*hereinafter referred to as ‘We’ which expression shall be deemed to include their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees*), hereby, represents and warrants that:

Anti-Fraud and Anti-Bribery (AFAB)

1. We are not subject to any claims or litigation under the Anti-Bribery Laws.
2. We have been briefed in detail regarding Company’s long-standing commitment of compliance to the AFAB Laws and we, hereby, confirm understanding and compliance of the same at all times during the term of our association with the Company and shall not act in contravention of the same.
3. We have in place adequate procedures designed to prevent any of our employees, agents, officers, or any other persons who are involved in supply of Goods and/ or Services on or our behalf, from undertaking any conduct which could result in committing an offence under Anti-Bribery Laws, and to the best of our knowledge such procedures have been complied with.
4. For the purposes of this Clause, “Anti-Bribery Laws” means all applicable laws relating to anti-bribery or anti-fraud.
5. We shall ensure that we (and any of our employees, agents, officers, or any other persons who are involved in supply of Goods and/ or Services) shall not:
 - a. Offer, promise, give or authorize, directly or indirectly, any bribe or kickback to or for the benefit of any person (whether in private or public office) in order to obtain any improper business or other improper advantage from the Company;
 - b. Solicit, accept or receive (whether for the Company’s benefit, our benefit, their own benefit or that of their family, friends, associates or acquaintances) any bribe or kickback from any person (whether in private or public office) in return for providing any improper business or other improper advantage in relation to the Company’s business;
 - c. Otherwise use illegal or improper means (including bribes, favours, blackmail, financial payments, inducements, secret commissions or other rewards) to influence the actions of others; or
 - d. Act as an intermediary for a third party in the solicitation, acceptance, payments or offer of a bribe or kickback.

6. We shall ensure that our employees, agents and officers shall exercise common sense and judgment in assessing whether any arrangement could be perceived to be corrupt, fraud, illegal or otherwise inappropriate.
7. Any breach of this Clause shall entitle the Company to immediately terminate this Agreement.
8. We acknowledge accept and assure that we, on becoming aware of any such fraud or fraudulent practices, shall report the same to the Company without any delay.

Confidentiality:

9. We are not subject to any claims or litigation for breach of Confidentiality with any organization.
10. We have been briefed in detail regarding compliance to Company's Confidentiality standards and we, hereby, confirm understanding and compliance of the same at all times during the term of our association with the Company and shall not act in contravention of the same.
11. During the validity of an awarded purchase and its associated after sales obligations and for [ten (10)] years thereafter, we (and any of our employees, agents, officers, or any other persons who are involved in supply of Goods and/ or Services) shall not use or reveal or disclose to third parties any of Company's Confidential Information (whether developed in performance of ordered activities or otherwise) without first obtaining Company's written consent, except as may be otherwise provided herein.
12. This confidentiality obligations shall not apply to such Confidential Information which:
 - a. is or comes within the public domain (other than through any breach of an Agreement howsoever caused);
 - b. is required or requested to be divulged to any court, tribunal, governmental or regulatory authority with competent jurisdiction;
 - c. is disclosed on a confidential basis for the purpose of obtaining professional advice (provided that the advisers are bound in like terms mentioned herein to keep such Confidential Information confidential); or
 - d. is disclosed to the receiving Party by a third party authorized to disclose such Confidential Information.
13. We shall take reasonable measures to ensure that no unauthorized use or disclosure is made by the others to whom access to such Confidential Information is granted, and shall limit the duplication and distribution amongst our employees of the Confidential Information to the minimum necessary for the proper implementation of the ordered activities.

Competition Laws:

14. We are not subject to any claims or litigation for breach of Competition Laws. For the purposes of this Clause, "Competition Laws" means all applicable laws relating to.
15. We have been briefed in detail regarding Company's long-standing commitment of compliance to the Competition Laws and we, hereby, confirm understanding and compliance of the same at all times during the term of our association with the Company and shall not act in contravention of the same.
16. Our association with a parent/ holding company/ group with list of sister concerns/ subsidiaries is as follows:
 - a. Parent/ holding Company/ Group:
 - b. List of Sister Concerns/subsidiaries:
 - i. _____
 - ii. _____
 - iii. _____
 - iv. _____
 - v. _____

17. Our associations with other entities in respect of joint ventures/ business cooperation are listed as follows:

- i. _____
- ii. _____
- iii. _____
- iv. _____
- v. _____

18. We currently do not have any direct or indirect (whether by blood, adoption or marriage) family relationship with any of the Company's employees and unconditionally agree not to employ any persons in future who fall in this classification.

Fair Dealing and Integrity:

- 19. We endeavor to deal fairly with the Company, governmental authorities and the general public.
- 20. We shall not take unfair advantage of or injure Company's employees through manipulation, concealment, abuse of privileged or confidential information, misrepresentation of material facts, fraudulent behavior or any other unfair dealing practice.
- 21. We shall perform our duties and responsibilities assigned as a Supplier/ Contractor with the highest degree of integrity i.e. with honesty, diligence, responsibility and in accordance with applicable laws.
- 22. In the performance of our work, we shall not knowingly be a party to any illegal and/or corrupt activity or engage in acts that are discreditable to the Company.
- 23. We shall observe both the form and the spirit of the ethical principles contained in the Company's Code of Conduct.
- 24. We shall report the conduct or action by any employee of the Company that does not comply with the law or with the Company's Code in accordance with the reporting and escalation procedures of the Company.
- 25. We understand that reports will be treated as confidential to the extent possible as allowed by law and neither we nor any of our employee will be disciplined for reporting a concern in good faith.
- 26. We understand and agree that non-compliance with Company's Code of Conduct and/ or Supplier Code of Conduct will result in disciplinary action whereas serious and/or deliberate non-compliance could result in termination of our agreements/ purchase orders and onwards delistment from the Company's approved Supplier list.

Promoting Ethical Standards:

- 27. We understand and agree to act in accordance with the highest standards of ethical conduct and professionalism.
- 28. We understand the importance of being compliant with all local and national legislation and agree to avoid all forms of corruption, fraud and bribery.
- 29. We agree to implement anti-corruption policies and programs and ensure compliance thereto.
- 30. We agree to establish our own policies, practices, and systems to ensure the promotion and dissemination of the same within our operations.

Protecting the Rights of All Employees:

- 31. We agree to ensure a fair and equitable workplace environment that is free from any form of harassment or discrimination based on but not limited to age, race or ethnic origin, disability, gender, nationality, marital status, sexual orientation, political convictions or union affiliation.
- 32. We agree provide a work environment that pays due consideration to safety and minimizes any health hazards or harm to employees.
- 33. We agree to prohibit the use of forced, prison, bonded and child labor as well as any form of slavery or human trafficking, and remain in compliance with all applicable minimum age legislation
- 34. We agree to abide by any legislation governing minimum wage payments, and where none is available, ensure that salaries are commensurate with experience and industry standards.
- 35. We agree to comply with regulation or legislation, where it is applicable, on maximum working hours.

36. We agree to implement clear, uniformly applied disciplinary practices and grievance procedures that include provisions prohibiting corporal punishment, including mental, physical or verbal abuse.
37. We agree to ensure that employees are provided with freedom of association and the right to collective bargaining. Where no such legislation on collective bargaining exists locally, appropriate channels should be made available for discussion and recourse on labor related issues.

Operating Responsibly:

38. We understand the risks posed to our operations from climate change and agree to actively mitigate their environmental impacts.
39. We understand the value brought to business in terms of more efficient resource consumption and monitoring of wastage.
40. We agree to abide by all relevant local and national environmental legislation and in a manner that ensures environmental preservation.
41. We agree to minimize the consumption of energy and carbon footprint from operations through the implementation of environmental policies and environmental management systems.
42. We agree to encourage the use of environmentally friendly technology that can reduce energy consumption, minimize the need for business travel, and reduce reliance on resources such as paper.
43. We agree to expand the use of environmentally friendly, recycled and/or sustainably forested products in operations.
44. We agree to promote the recycling of waste while taking the necessary precautions and ensure compliance with legislation on the handling or disposal of any hazardous materials in operations.

Whistleblowing Policy:

45. Hutchison Ports, its subsidiaries and controlled affiliates (collectively, the "Group") is committed to achieving and maintaining the highest standards of openness, probity and accountability. In line with this commitment, the Group expects and encourages independent third parties who deal with the Group (e.g. customers, suppliers, creditors and debtors) to report to CK Hutchison Holdings Limited ("CKHH") any suspected impropriety, misconduct or malpractice within the Group.

46. Scope

Activities that constitute impropriety, misconduct or malpractice include but not limited to:

- a. criminal offences,
- b. breach of legal or regulatory requirements,
- c. miscarriage of justice,
- d. malpractice, impropriety or fraud in financial reporting, internal control or other financial matters of the Group,
- e. breach of rules, policies or internal controls of the Group,
- f. endangerment of the health and safety of an individual,
- g. discrimination or harassment,
- h. damage caused to the environment,
- i. professional, ethical or other malpractices or wrongdoings,
- j. improper conduct or unethical behavior likely to prejudice the standing of the Group, and
- k. deliberate concealment of any of the above.

47. Protection

- a. In making a report, the reporting person or entity (the "Reporter") should exercise due care to ensure the accuracy of the information.
- b. The Reporter making genuine and appropriate reports under this Policy is assured of protection against unfair dismissal, victimization or unwarranted disciplinary action, even if the reports are subsequently proved to be incorrect or unsubstantiated. Harassment or victimization of a genuine Reporter is treated as gross misconduct, which if proven, may result in dismissal. The topic of harassment stipulated in the CK Hutchison "Code of Conduct" and the corresponding glossary, and Hutchison Ports Policy Circular "34. Employment and Work Place Policy" or their subsequent updates shall be observed."

48. Confidentiality

Each report will be treated as confidential. The identity of the Reporter will not be divulged save with such Reporter's consent or where:

- a. in the opinion of the Audit Committee of CKHH (the "Audit Committee"), it is material to the investigation or in the interest of CKHH to disclose the identity;
- b. the report is frivolous or is lodged in bad faith with malicious or mischievous intent or in abuse of this Policy;
- c. it is required to be disclosed in compliance with any applicable law or regulation, by any relevant regulatory authority including The Stock Exchange of Hong Kong Limited, or by the order or directive of any court having jurisdiction over CKHH; and
- d. the report and the identity of the Reporter are already public knowledge.

In order not to jeopardise the investigation and any follow-up actions, the Reporter is also required to keep confidential all information about and relating to the report, including the fact that he or she has filed a report, the nature of concerns, the identities of the parties involved and any other information that the Group has shared with the Reporter in the course of handling the report."

49. Procedures

Making a Report

- a. Every report shall be made in writing either by email to **Report@ckh.com.hk** or by post to "**General Manager Group Management Services, CK Hutchison Holdings Limited**" at **48/F, Cheung Kong Center, 2 Queen's Road Central, Hong Kong** who shall report to the Chairman of the Audit Committee. The Chairman of the Audit Committee shall then determine the course of action to pursue, with power to delegate, with respect to the report;
- b. All written reports by post shall be sent in a sealed envelope clearly marked "Strictly Private and Confidential - To be Opened by Addressee" to ensure confidentiality;
- c. "If the General Manager - Group Management Services ("GMS") is being complained against or where a conflict of interest arises, perceived or otherwise, the report should be made in person or by post addressed to the Chairman of the Audit Committee at the same address;" and paras thereafter are renumbered.
- d. Each Reporter is required to provide details of improprieties (including relevant incident(s), behavior, activity or activities, name(s), date(s), place(s) and any other relevant information) on the report; and
- e. Details of the Reporter (including name, department/business unit, company, contact number, address or email address) are not required but are encouraged to be provided so as to facilitate the investigation and such details will be kept in the strictest confidence.
- f. Reporters may also make their reports through the Group's other whistleblowing channels, and the management concerned should report to the General Manager of GMS according to the CK Hutchison Code of Conduct and CK Hutchison AntiFraud and Anti-Bribery Policy.

50. Investigation Procedure

- a. The format and length of an investigation will vary depending on the nature and particular circumstances of each report made. Where appropriate, the reports raised may:
 - i. be investigated internally by the Audit Committee or if delegated by the Audit Committee, the Company Secretary, the internal audit department, the human resources department or other departments of CKHH;

- ii. be referred to the external auditor as instructed by the Audit Committee;
- iii. be referred to the relevant public bodies or regulatory /law enforcement authorities as instructed by the Audit Committee; and/or
- iv. form the subject of any other actions as the Audit Committee may determine in the best interest of the Group.

If it is deemed appropriate and necessary to conduct internal enquiry/investigation into the relevant matter, efforts will be made to ensure it will not jeopardise any possible enquiry/investigation on the same matter by other relevant law enforcement authorities.

- b. The General Manager - GMS or the Chairman of the Audit Committee where warranted will respond to the Reporter, if contactable, as soon as practicable upon receipt of the report:
 - i. acknowledging receipt of the report;
 - ii. advising the Reporter as to whether or not the matter will be investigated further and, as appropriate, the actions taken or being taken or the reasons for no investigation being made; where practicable, giving an estimate of the timeline for the investigation and final response; and
 - iii. indicating if any remedial or legal action is or is to be taken.

51. False Reports

If a Reporter makes a false report maliciously, fraudulently, with an ulterior motive, or for personal gains, the Group reserves the right to decline to investigate or discontinue an investigation, and take appropriate actions against such Reporter (employees or third parties) to recover any cost, loss or damage as a result of such false report. Employees may also face disciplinary action, including dismissal where appropriate.

Safety and Security Guidelines:

52. We are not subject to any claims or litigation for breach of Safety and Security Guidelines/ rules with any organization.
53. We, hereby, confirm understanding and compliance of the Safety and Security Guidelines at all times during the term of our association with the Company and shall not act in contravention of the same.
54. We agree to ensure compliance to the following points by all our employees visiting or working at the Company's Terminal:
- a) It must be understood that the Terminal is a hazardous place by the very nature of its operations. Cranes, trucks, trailers and other heavy lifting machinery is in operation at all times. Therefore, all persons, irrespective of their purpose in entering the Terminal, must be aware of the risks involved in entering such an area; and must proceed with utmost caution, and must remain alert at all times for their own personal safety. All bidder staff must take safety induction session prior being assigned of any jobs.
 - b) SAPT aims to achieve zero harm in the workplace and encourages all employees and contractors to identify and report hazards, incidents, and near misses. Safety objectives are established and regularly reviewed by company Safety Committee.
 - c) Persons entering and working at the Terminal should pay particular attention to all Safety Signs and Cautionary Notices posted at various locations at the Terminal.
 - d) Use of bicycles and motor bikes is forbidden inside the Terminal.
 - e) All Persons on foot are advised to use the Pedestrian Walkways, which are clearly indicated with painted zebra crossing sign on the pavement.
 - f) Safety Helmets must be worn by all persons entering Hard Hat areas. All areas in the vicinity of cranes, RTGs and other machinery are hard hat areas. Any person entering in terminal yard area must wear Basic PPE's i.e., hard hat, safety shoes & Hi visibility vests.
 - g) Smoking or chewing pan/gutka/naswar, spitting and use of naked lights is strictly forbidden at the Terminal. Any person violating this rule will be summarily removed from the Terminal. A fine may also be imposed on any such person.
 - h) A fine of PKR 500/- per day/person would be levied if any Service Provider / Supplier / Bidder staff is found not wearing PPE's item that is hi visibility vests, hard hat or safety shoes. The amount will be deducted from annual fees of contractors. Staff consistent in violation will be banned to enter the terminal.
 - i) Any vehicles used by the Service Provider / Supplier / Bidder in the port area shall be equipped with a flashing orange light (to be provided by the Service Provider / Supplier / Bidder). The Service Provider / Supplier / Bidder shall note that only plant and work vehicles on legitimate business shall be permitted to enter the port area. Personal vehicles owned by Bidder's operatives shall be left in the Terminal's vehicle parking area. Security identification badges shall be issued by the employer and are to be worn by the entire Bidder's staff and operatives at all times.
 - j) Additional responsibility rests on Contractors providing services or undertaking any repair services at the Terminal, whether Civil, Electrical or others. Contractors undertaking any such work at the Company site shall ensure that all their workmen, engaged to work at the Terminal, are duly instructed, in the interest of their own personal safety, in safety rules in force at SAPT.
 - k) All staff engaged in any hot/height/confined space or high voltage work has to obtain a permit to work & sign the form which the department responsible person will issue.
 - l) Before commencement of any repair work at the terminal, the Bidder must mark and isolate the work area using Traffic Cones, which will be provided by the Terminal authorities on demand, and yellow tape to ensure safety of his workmen. If the work area falls in way of vehicular traffic, the Bidder must ask the terminal authorities for empty containers to provide a safety barrier.

- m) Under no circumstances shall the Service Provider / Supplier / Bidder deploy his workmen and proceed with any work before the required safety measures have been put in place.
- n) No Service Provider / Supplier / Bidder shall resort to any short cuts in violation of established Safe Practices and Methods, or use improper / makeshift tools, protective gear or clothing to the detriment of his workmen's safety.
- o) Any person found in willful violation of the above rules shall be removed from the terminal forthwith.
- p) In the event of any injury, sustained by any contract worker, while at work at the Terminal, it shall be the responsibility of the respective Service Provider / Supplier / Bidder to provide the necessary medical help to the injured person, including first aid and/or hospitalization.
- q) The company shall accept no liability or responsibility for any injury or fatality of any of Service Provider / Supplier / Bidder workmen. All employees, contractors and third parties shall understand and adhere to all safety requirements and practices, including safety procedures and instructions that they have been trained or notified.
- r) All employees, contractors and third parties shall understand and adhere to all safety requirements and practices, including safety procedures and instructions that they have been trained or notified.

We have read and understand all the above scope of work, terms and conditions and security policy and ensure to follow all these if the Agreement is awarded to me.

Yours Sincerely,

FOR AND ON BEHALF OF:

Signature and Seal

Name:

Designation: