

# Supplier Code of Conduct

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\_\_\_\_\_ (hereinafter referred to as the “Supplier”) [The term Supplier shall mean and shall be used interchangeable with the term buyer and shall include the undersigned doing business with CMPak including its employees, agents, subcontractors and other sub-tier sources.]

The Supplier understands that its success depends on its reputation for ethical business performance and performing its jobs honestly, diligently and with integrity, in compliance with all applicable laws and regulations. Consistent with our commitment to conduct business fairly and honestly, we ensure CMPak to adhere to its culture, values and business practices. By signing this Supplier Code of Conduct (SCOC) we agree to the established standards for conducting business with CMPak Limited.

Supplier is responsible for communicating the contents of this SCOC to its officers, directors, employees, agents, subcontractors and sub-tier sources (or impose substantially similar obligations on its agents, subcontractors and sub-tier sources) who are involved in the procurement and production process related to products and services provided to CMPak.

## **INTEGRATION WITH CONTRACTUAL OBLIGATIONS**

This Supplier Code of Conduct ("SCoC") shall form an integral part of, and be read in conjunction with, any agreement executed between CMPak and the Supplier. The obligations under this SCoC shall be binding and enforceable throughout the term of the agreement(s) and shall survive its execution and completion, unless otherwise expressly waived in writing by CMPak.

## **COMPLIANCE WITH LAWS AND REGULATIONS**

Supplier shall comply with all laws and regulations applicable to its business in the country(ies) where it does business and where applicable under the laws of Pakistan, including all laws and regulations relating to each subject matter below.

## **WAGES AND WORKING HOURS**

Supplier shall comply with all applicable local labour laws with respect to wage and hour laws, including those relating to minimum wages, EOBI, social security, overtime hours, and other elements of compensation, and will provide all legally mandated benefits. Supplier will not require employees to work more than the maximum number of hours permitted under applicable labour laws.

## **SUSPENSION OF PAYMENTS**

In the event of any non-compliance or breach of the Agreement or this SCoC by the Supplier, CMPak shall have the right to suspend or withhold any, full or part of the outstanding payments until such non-compliance is remedied to CMPak's satisfaction. In cases involving material breach or breach of the SCoC that gives rise to disputed claims, CMPak reserves the sole discretion to release payments conditionally, subject to such safeguards or undertakings as it deems appropriate, without prejudice to its rights and remedies available under law or contract.

# Supplier Code of Conduct

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## **FAIR DEALING AND COMPETITION LAWS**

Supplier shall not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of applicable antitrust or competition laws. Supplier will uphold fair business standards in advertising, sales and competition.

## **BRIBERY, KICKBACKS & CORRUPTION**

Supplier agrees, undertakes and confirms that Supplier shall keep itself prohibited from engaging in any corruption, extortion or embezzlement, in any form. Supplier shall comply with all applicable anticorruption laws and regulations of the country. Supplier shall not offer or accept bribes or employ other means to obtain an undue or improper advantage. Bribes, kickbacks, facilitating payments and similar payments to government officials or to CMPak employees or agents (including respective spouses, children and other relatives) acting on CMPak's behalf are prohibited.

## **GIVING AND ACCEPTING GIFTS**

Supplier shall ensure that its employees are discouraged from providing gifts or entertainment from supplier, including gifts entertainment of nominal value. CMPak Corporate Affairs Department (CAD) will be contacted to keep records of all gifts offered to CMPak or its employees. Following principles and procedures will be considered for gifts:

- Gifts will not be provided (through courier or by hand) which give the appearance of a past, present or future conflict of interest; and
- Gifts must not in any circumstances be accepted involving the transfer of money regardless of value (by cash or loan).
- Supplier may sponsor trainings and conferences for employees for purposes like orientation of their products or training of employees on some module of their product. Supplier may also sponsor for visit of employees to their factory or office within Pakistan or outside Pakistan regarding purchase of equipment for CMPak. However, all such invitations for training and conferences will be first sent to CMPak Corporate Affairs Department (CAD) for approval. After receiving invitation, CMPak CAD will decide the appropriateness of such events and eligibility of employees to attend those events.

The Supplier shall strictly adhere to CMPak's applicable policies on gifts and hospitality. Any gift that cannot be returned due to practical limitations must be promptly declared and surrendered to CMPak's Corporate Affairs Department, which shall determine its appropriate handling, disposition, or utilization, in accordance with internal governance protocols and policies.

## **CHILD LABOR AND FORCED LABOR**

Supplier shall comply with all applicable local laws with respect to child labor. Supplier shall not use forced, bonded, involuntary, prison or indentured labor.

## **FREEDOM OF ASSOCIATION**

Supplier must respect workers' rights to associate freely, in compliance with existing local laws and without intimidation, reprisal or harassment. Subject to the provision of Pakistan's law Workers' rights under local

# Supplier Code of Conduct

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laws to join labor unions, seek representation and/or join worker's councils should be acknowledged by Supplier.

## **DISCRIMINATION**

Supplier shall not discriminate against any worker in its hiring and employment practices based on race, color, religion, disability, national origin, gender, sexual orientation, marital status, age or other characteristic protected by local law. Supplier must not discriminate against any worker based on political affiliation or union membership in its hiring and employment practices.

## **FAIR TREATMENT**

Supplier shall treat its workers with dignity and respect. Supplier shall maintain a workplace free of harassment and discrimination and shall not threaten workers or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse.

## **HEALTH AND SAFETY**

Supplier shall conduct its operations in compliance with applicable health and safety laws and regulations of the country and provide its workers with a safe and healthy work environment. Supplier shall ensure that all workers must be efficiently protected from safety hazards at the workplace and during their professional travels. All relevant risks must be identified and mitigated through proper design, engineering and administrative controls, preventive maintenance and safe work procedures. If necessary, workers must be provided with the appropriate personal protection equipment with proper training.

## **ENVIRONMENT**

Supplier shall comply with all applicable environmental laws, regulations and standards of the country and minimize any adverse impact on the environment. Supplier shall endeavor to conserve natural resources and energy, and reduce or eliminate waste and the use of hazardous substances.

## **PROTECTION OF INTELLECTUAL PROPERTY**

Supplier shall respect intellectual property rights, including patents, trademarks, copyrights and process designs, and safeguard CMPak's confidential and proprietary information. Any transfer or sharing of technology or know-how must be done in a manner that protects intellectual property rights and is in compliance with local laws, including export laws, concerning data privacy and security.

## **DATA PRIVACY AND SECURITY**

Supplier shall comply with all local laws concerning data security and privacy, and will protect and safeguard data provided by CMPak Limited, which may include private and sensitive personal information. Any transfer or sharing of data must be done in a manner that protects such information from inadvertent or unauthorized disclosure and any disclosure must be in compliance with local laws.

## **MONITORING AND RECORD KEEPING**

Supplier shall maintain all documentation necessary to demonstrate its compliance with this SCOC and

# Supplier Code of Conduct

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provide CMPak Limited with access to those documents upon CMPak request for review. Supplier is solely responsible for compliance with SCOC by its officers, directors, managers, employees, representatives and agents.

All correspondence between CMPak Limited and Supplier taking place through ERP is via their registered email addresses in CMPak ERP (E.g. Sourcing, Invoicing, PO issuance etc.). Kindly keep your email addresses updated with CMPak Limited so that you do not miss any important notification. CMPak Ltd. will not be responsible for any loss/damage/misinformation in case email address is not updated / active.

Suppliers are also advised to keep their information in ERP including NTN, CNIC, Physical address, contact number, Bank details (including bank, account number, account title etc) accurately updated. CMPak does not bear responsibility in case incorrect / outdated information is available in CMPak iSupplier.

In case of fake account information, CMPak will have the right to take any measure / action as determined by its management and such act will constitute a violation of Supplier Code of conduct.

## DECLARATION OF CONFLICT OF INTERESTS

Supplier hereby affirms that neither it nor any person or entity acting or purporting to act on its behalf has entered into any combination, conspiracy, joint venture, partnership, agreement, or other form of collusive arrangement (verbal or written) with any person, company, corporation, partnership, or other entity that directly or indirectly to any extent lessen competition between Supplier and any other person or entity for the supply/services for the bidding process.

Disclosure by the Supplier shall be made at the time of the initiation of the procurement process i.e. RFP/RFQ stage. In the event such a disclosure is not made and subsequently relationship of any nature under this SCOC is identified, upon such identification the Supplier may at the discretion of the appropriate authority be suspended from undertaking any further business of similar nature with CMPak and the Supplier undertakes to hold CMPak harmless as a result of it.

As per below mentioned categories relative of the Supplier and their management who is in any way, whether directly or indirectly, concerned or interested in any other entity by way of its ownership, investment, resources, income, revenue, profits, losses, business/office resources, employees etc. or any decision-making whether directly or indirectly through any means authority in such entity is deemed to disclose such interest in the provided fields below.

**First Degree Relative(s)** wherever used in this document shall include parents, spouses, fiancés/fiancées and children.

**Second degree Relative(s)** wherever used in this document shall include brothers, sisters, their spouses, grandparents & grandchildren.

**Third degree Relative(s)** wherever used in this document shall include uncles, aunts, nephews and nieces.

**Fourth degree Relative(s)** wherever used in this document shall include first cousins and their Spouses.

# Supplier Code of Conduct

**Table 1: Please complete the table below if any supplier's relative is an employee of CMPAK.**

S#	Employee Name	Designation	Department	Duty Station/City
1				
2				
3				
4				

**Table 2: Please complete the table below if any supplier is directly or indirectly an employee or partner of another registered business in CMPAK**

S#	Business Title	NTN	Supplier Name	Employee	Supplier Position	Employee	CMPAK Employee Name	CMPAK Employee Position	Relationship
1									
2									
3									
4									

In case of change of circumstances, the Supplier shall be required on its own accord to disclose the same to CMPak without delay.

In case of non-disclosure/incorrect information of such interest, the Supplier will be responsible for all the consequences / actions taken against him / her by CMPak Limited.

## **VIOLATION OF THIS SUPPLIER CODE**

If the Supplier violates any of the requirements contained in this SCOC, CMPak shall be entitled to immediately terminate its relationship with the Supplier, stop payment with a right to recover the relevant loss and may also suspend the Supplier to participate in similar nature of business as per CMPAK SCOC

## **Reporting of Inducement to Breach**

In the event that any third-party supplier, whether affiliated with CMPak or otherwise induces, encourages, or attempts to compel the Supplier to act in violation of the provisions of this Supplier Code of Conduct ("SCOC"), the Supplier shall have an affirmative obligation to promptly report such incident to CMPak. All such complaints or reports concerning suppliers must be communicated in strict confidence to the following official CMCPak's procurement email:

[procurement@zong.com.pk](mailto:procurement@zong.com.pk)

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# Supplier Code of Conduct

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Similarly, if any employee, agent, or representative of CMPak solicits or influences the Supplier to contravene the SCOC, the Supplier shall immediately notify CMPak. Reports of misconduct involving CMPak personnel shall be directed in confidence to the following Internal Audit email: **Internal Audit:** [compliance@zong.com.pk](mailto:compliance@zong.com.pk)

CMPak assures that all such reports will be handled with due confidentiality and without any prejudice to the Supplier's engagement.

## **Authenticity and Integrity of Submitted Documentation**

The Supplier hereby represents and warrants that all documentation, certifications, and records submitted to CMPak, whether at the pre-bid, bidding, or post-bid stages, are complete, accurate, and authentic to the best of the Supplier's knowledge. The Supplier assumes full responsibility for the veracity and legitimacy of such submissions. Any instance of submission of forged, falsified, unverified, counterfeit, or misleading documentation shall constitute a material breach of this Supplier Code of Conduct (SCOC), and CMPak reserves the right to take any action it deems appropriate, including but not limited to: imposition of penalties, legal action, suspending the supplier from participation in similar nature of business, and/or immediate termination of any agreement(s) with the Supplier.

## **Document Precedence and Hierarchy**

In the event of any inconsistency or conflict between the provisions of this SCOC and those contained in the subsequent Agreement(s) executed between CMPak and the Supplier, the following rules of precedence shall apply:

- For matters pertaining to ethics, corporate social responsibility, environmental practices, and legal or regulatory compliance, the provisions of this SCOC shall prevail.
- For all other matters, including but not limited to commercial terms, financial obligations, operational responsibilities, project management annexures, or purchase orders, the provisions of the main Agreement shall prevail.

## **Material Breach and Investigation Procedure**

In the event that the Supplier is suspected of committing a material breach of this Supplier Code of Conduct ("SCOC") or the Agreement including, but not limited to, fraud, willful misconduct, misrepresentation, submission of forged or misleading documents, or any non-compliance with legal, regulatory, or ethical obligations CMPak reserves the right to initiate a formal investigation into the alleged violation.

Both CMPak and the Supplier shall cooperate fully in a fact-finding process, which shall be completed within forty-five (45) calendar days from the date of notice of the alleged breach. However, if the breach relates to any compliance, ethical, or regulatory clause of the Agreement or this SCOC, CMPak shall have the absolute right to enforce immediate remedial action, without prejudice to the investigation period. Such action may include, but shall not be limited to:

- Imposition of liquidated damages (LDs),
- Withholding or suspension of payments,
- Immediate termination of the Agreement,
- Legal recourse or suspension of the Supplier.

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# Supplier Code of Conduct

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The Supplier acknowledges and agrees that any such breach constitutes a material violation of its obligations and CMPak's right to act under this clause shall be in addition to and without prejudice to any other remedies available under law or contract.

For and on behalf of [Supplier's Full Legal Name] \_\_\_\_\_

Signature of Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_