

بنك دبي التجاري
Commercial Bank of Dubai



SUPPLIERS CODE OF CONDUCT

VERSION 1



Table of Contents

1. Introduction.....	1
2. Acting Ethically and Complying with Applicable Laws.....	2
3. Responsible Business Practices	4
4. Responsible Employment Practices & Providing Safe Working Conditions	5
5. Caring for the Community and Environment	6
6. Compliance with the Supplier Code of Conduct.....	6
7. Reporting Violations and Non-retaliation	7
8. Ownership of the Code.....	7

1. Introduction

1.1 Table of Abbreviation

Abbreviation	Description
Board	Board of Directors
Code	Supplier Code of Conduct
CBD	Commercial Bank of Dubai
CBUAE	Central Bank of United Arab Emirates
COI	Conflict of Interest
CLO	Chief Legal Officer

1.2 Purpose

This Supplier Code of Conduct (“Code”) sets out Commercial Bank of Dubai and its subsidiaries (“CBD”) principles and expectations as to how organizations who supply goods and services to CBD (“Suppliers”), including their employees, agents, affiliates and sub-contractors are to conduct business with and deal with CBD.

CBD expects its Suppliers to demonstrate their commitment to basic working conditions and ethical business practices. Operating a responsible and transparent business is critical to CBD’s strength and stability as a company, and is a core obligation to our customers, clients, employees, shareholders and communities.

Suppliers should adhere to all applicable laws, rules and regulations of the jurisdictions in which Suppliers operate, including, but not limited to, those related to business practices, labour and employment, immigration, human rights, health and safety, building codes, privacy, and the environment (“Applicable Laws”).

The agreements between CBD and Suppliers contain requirements addressing many of the topics in the Code. The provisions of the Code are in addition to the provisions in these agreements, and, if there are any ambiguities or conflicts, the provisions of the applicable agreement will prevail.

1.3 Scope

This code applies to all suppliers who have a business relationship or supply goods and services to CBD.

1.4 Definition

Terms	Definitions
Bank	Commercial Bank of Dubai.
Conflicts of Interest	Conflicts of Interest exist where, in the course of the Bank’s business, there is a potential or actual conflict between the interests of the Bank, its customers, Relevant Individuals and/or other stakeholders and as a result, acting in one of those interests may be working against the interests of another.
Suppliers	Third parties who have business relationships or supply goods and services to CBD.
Applicable Laws	Laws, rules and regulations of the jurisdictions in which Suppliers operate, including, but not limited to, those related to business practices, labour and employment, immigration, human rights, health and safety, building codes, privacy, and the environment.



2. Acting Ethically and Complying with Applicable Laws

Preserving trust and acting ethically is at the heart of CBD Values. Suppliers must act honestly and with integrity at all times and must not directly or indirectly facilitate dishonest, illegal or improper activity. Suppliers must be familiar with and comply with applicable laws and conduct themselves in accordance with the principles upon which the Code is based, even when it does not specifically address a particular situation.

2.1 Conflict of Interest

Suppliers must exercise all reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest. If a conflict of interest exists, Suppliers must not attempt to gain advantage or preferential treatment as a result of the conflict situation. A “conflict” means any situation where the Supplier’s interests may conflict, or could be perceived to conflict, with the interests of CBD.

2.2 Gifts & Entertainment

The term “Gifts” includes business entertainment as well as gift items. Entertainment refers to acts of recreational activities or personal benefits such as sports, music or theatrical events. Gifts and entertainment from current or potential Suppliers (or anyone acting on their behalf) given to CBD or a CBD employee or contingent worker must be lawful, appropriate, and should not exceed the value of AED 200. Gifts or entertainment given by potential Suppliers in the course of a tendering process are prohibited. If a Supplier is unsure as to whether a gift or entertainment offer complies with CBD’s policies, they should consult with the intended recipient or the intended recipient’s manager.

2.3 Anti-bribery and Anti-corruption

Bribery, corruption, kick-backs, extortion, or embezzlement, in any form, is strictly prohibited by CBD. Suppliers must not directly, or indirectly, engage in any such activity or use any other means to obtain an undue or improper advantage in their business relationships.

2.4 Managing Inside Information

Suppliers must have appropriate policies and procedures in place to comply with applicable laws regarding the management of inside information. Inside information, in this context, generally refers to material, non-public information about a public company, including CBD that, if disclosed, would likely affect the market price of that company’s securities or would likely be considered important by a reasonable investor when making an investment decision to buy, hold or sell securities. Suppliers in possession of inside information must not trade in securities of CBD or another company to which the information pertains, otherwise take advantage of the information, or communicate the information to others.

2.5 Books and Records

Suppliers must maintain accurate, complete and appropriate books and records to demonstrate compliance with applicable laws and the Code. Suppliers must not destroy any books or records that may be relevant to any legal or regulatory proceeding. Undisclosed or unrecorded accounts (“off-the books” accounts) must not be used for any purpose.



2.6 Representations

Suppliers must not knowingly cause, assist or engage in any activity that contributes towards, or facilitates, any financial or other material misrepresentation, including providing inaccurate, incomplete or otherwise misleading information about its financial condition or the financial effect of a transaction.

2.7 Supplier Foreign Personnel

Suppliers must ensure that all Supplier foreign personnel comply with applicable immigration laws. When requested by CBD, Suppliers must provide documentation satisfactory to CBD demonstrating such compliance.



3. Responsible Business Practices

3.1 Confidentiality, Privacy, Information Security and Anti-Spam

Suppliers must protect and ensure the confidentiality, privacy and security of CBD information, including personal information of CBD's clients, employees and contingent workers, and must have appropriate policies and procedures in place to ensure they can comply with this requirement. Suppliers must promptly report to CBD any unauthorized disclosure, alteration or any loss of CBD information, including any personal or confidential information of CBD or its clients, employees, contingent workers or other Suppliers.

Suppliers must perform services in accordance with applicable anti-spam legislation. Where electronic messages are sent from or received in UAE, or computer programs are installed on computer systems in UAE, Suppliers must comply with all requirements of the UAE Law including the Law on Electronic Transactions and E-Commerce Law and the UAE Cybercrime Law as amended ("Law"). Suppliers must promptly report to CBD any Law related compliance problems or incidents, or if the Supplier receives notice from any Governmental or Regulatory Authority relating to failure to comply with the Law or any other applicable Law.

3.2 Business Continuity Planning

Suppliers must develop, maintain and test their business continuity and disaster recovery plans in accordance with applicable laws, industry standards, and contractual requirements.

3.3 Outsourcing and Sub-Contracting

Suppliers must not subcontract or outsource services or activities, or change the location from which services are provided to CBD except with the prior written approval of CBD, to the extent required, and in accordance with the Suppliers' agreements with CBD.

3.4 Background Checks

Suppliers must conduct background screenings of their employees (as well as agents, contingent workers and sub-contractors) for prior criminal activity to the extent required in the Suppliers' agreements with CBD.

3.5 External Communication

Suppliers must obtain prior written permission from CBD before publicly discussing, endorsing, reviewing, referencing or otherwise publicly commenting on or promoting CBD's businesses, products, services, relationships, programs or brand.

3.6 Applications on Behalf of CBD

Suppliers must not make any application, written or otherwise, to any government body on behalf of CBD without prior written approval from CBD.



4. Responsible Employment Practices & Providing Safe Working Conditions

4.1 Respect, Diversity, Discrimination and Harassment

CBD is committed to fostering a fair and inclusive work environment that is free of discrimination and harassment and where diverse ideas and perspectives are respected and protected. Likewise, CBD expects Suppliers to treat their clients, employees, agents, contingent workers, subcontractors and others in a manner consistent with these values. Specifically, CBD expects and requires that Suppliers respect the dignity and diversity of all people regardless of their race, gender, age, color, ethnicity, religion, marital status, religious beliefs, physical characteristics or any other personal characteristic protected by applicable laws.

In choosing and evaluating its Suppliers, CBD will take into account their commitment to, and history of, fostering fair and inclusive work environments. Suppliers may be asked to provide CBD with information concerning their diversity and inclusion policies, programs and initiatives, and workforce representation. Suppliers who do not meet CBD's diversity expectations, or that fail to comply with applicable laws regarding diversity, human rights, anti-harassment or non-discrimination, may become ineligible to do business with CBD.

4.2 Employment Practices

Suppliers must adopt employment practices that comply with applicable laws in all jurisdictions in which they operate, including practices that:

- Comply with applicable employment laws, including without limitation, laws regarding minimum wage, working hours, overtime, hours free from work, health and safety and human rights;
- Prohibit forced labour, which is understood to include work or service exacted under the threat of penalty (including imprisonment), or for which the individual performing the work or service has not offered himself or herself voluntarily; and
- Comply with applicable laws governing the minimum age of employment.

4.3 Working Conditions

Suppliers must provide a safe and healthy working environment, recognizing the specific hazards relevant to their operations, and ensuring the structural integrity of the premises in which Suppliers operate. Suppliers must also take reasonable steps to prevent accidents and injuries in the workplace, including providing access to information and instruction on health and safety and hazard prevention.



5. Caring for the Community and Environment

5.1 Community Engagement

Suppliers are encouraged to help foster social and economic development and to contribute to the sustainability of the communities in which they operate and/or provide services to CBD.

5.2 Caring for the Environment

At CBD, we believe environmental stewardship is essential to the sustainability of our business and to the health of the communities where we live and serve. We expect Suppliers to operate with this principle in mind, and to measure, reduce and mitigate the environmental impacts of their operations, especially in the areas of energy, water and paper usage.

Suppliers must take reasonable care to ensure that their business activities are conducted in an environmentally prudent manner and comply with all applicable laws regarding environmental protection.

6. Compliance with the Supplier Code of Conduct

6.1 Interpretation, Amendments, Audit Rights, Consequences of Failure to Comply

CBD reserves the right to interpret the Code at its discretion. CBD may periodically require a Supplier to provide CBD with written confirmation that the Supplier meets the requirements of the Code. A Supplier must co-operate with CBD if CBD decides to audit the performance of the Supplier of its obligations under the Code. This audit could include, for example, employee interviews, facility inspections and a review of records. Failure to comply with the Code may be considered as a material breach of the Supplier's obligations under the applicable agreement and may result in the termination of the Supplier's relationship with CBD, in accordance with the Supplier's applicable agreement with CBD.

6.2 Management Commitment

Suppliers must conduct periodic reviews of their programs to ensure compliance in all areas addressed by the Code.

6.3 Training

Suppliers must have appropriate communication, induction and/or training programs in place to ensure that their employees, agents, contingent workers, affiliates and sub-contractors supplying services to CBD achieve an appropriate level of knowledge, awareness and skills to comply with the Code.



7. Reporting Violations and Non-retaliation

Suppliers must report any violations or possible violations of any applicable laws and/or the Code, including by third parties, CBD employees and CBD contingent workers, to CBD. Suppliers must not permit any retribution or retaliation against any individual who, in good faith, seeks advice or reports such a violation or potential violation. To report violations or potential violations or to inquire about the requirements of the Code, contact the Company Secretary at companysecretary@cbd.ae.

8. Ownership of the Code

The Corporate Governance Function is the executive owners of the Code.