



# **VENDOR CODE OF CONDUCT**

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## Builder of a Better Future

### ABOUT US

**EEI Corporation is recognized as one of the leading construction companies in the Philippines.**

The Company has a broad range of construction and engineering services, with expertise in the construction of infrastructure, buildings, and industrial and electromechanical facilities.

Years of contracting and collaborating with global contractors, particularly in the Middle East, Africa, and Asia Pacific countries, have enabled EEI to achieve world-caliber project management expertise and competencies in all fields and disciplines of construction.

The Company takes pride in its quadruple-A rating as a General Engineering Contractor; the highest rating for contractors issued by the Philippine Contractors Accreditation Board (PCAB) under the Department of Trade and Industry. EEI holds ISO 9001, ISO 14001, and ISO 45001 certifications for quality, environment management, and occupational health and safety standards.

EEI has been recognized by contractors worldwide for the quality of its work and for its safety records. The Company stays abreast with the latest developments in technology, materials engineering, and construction methodologies. As such, EEI is a preferred provider of construction services to global engineering, procurement, and construction companies.



#### **In EEI,**

We work as a team;  
We lead by example;  
We respect one another;  
We are open to new ideas;  
We are transparent in our communications; and  
We act with integrity.



# Transparency Integrity Social Responsibility

## INTRODUCTION

**EEI CORPORATION** and its subsidiaries (collectively, “**EEI**”) are committed to the highest standards of transparency, integrity, and social responsibility in all our business dealings and expect the same from its vendors. These values provide the foundation for a strong and harmonious relationship between EEI and its vendors.

This **Vendor Code of Conduct (“VCC”)** establishes the minimum guidelines of how vendors conduct business with EEI and sets EEI’s expectations and requirements from vendors.

This VCC is not intended to address every potential situation that relates to EEI’s standards of business conduct. In all other matters or situation not covered herein, the Vendors are expected to exercise best business practices and industry standards and at the very least such due diligence or that level of care that a prudent person might be expected to exercise in the examination and evaluation of risks affecting a business transaction. Nevertheless, any form of fraud, dishonesty, unethical, illegal, or criminal conduct on the part of any vendor or personnel of EEI will not be tolerated.

EEI reserves the right to, at any time, verify that a vendor’s business operations are in line with the VCC. Failure to act in a manner consistent with the VCC may impede its ability to do business together in the future.



## COVERAGE

This VCC shall apply to all domestic or foreign vendors of EEI whether doing business in the form of a corporation, partnership, single proprietorship, or cooperative, including professionals, consultants, independent contractors, general professional partnerships, or associations.

The term “**vendor or vendors**” shall mean suppliers, subcontractors, equipment lessors, and service providers, whereby:

- (a) **Supplier** means provider of materials or goods;
- (b) **Subcontractor** means provider of goods and services as packaged work such as Civil, Structural, Mechanical, Electrical, and Fire Protection packages;
- (c) **Equipment Lessors** means provider of light or heavy equipment, including service vehicles;
- (d) **Service Providers** means provider of support services such as, but not limited to, manpower recruitment/pooling requirement, healthcare, training and learning development, security, housekeeping, technical and non-technical consultancy i.e. legal, engineering, architectural, quantity surveying, accounting, etc.

The term “**authorized representatives**” shall include the vendor’s and EEI’s shareholders, directors, officers, proprietors, partners, employees, consultants, and such other persons who represent or work for the vendor or EEI, as the case may be.

This VCC shall form part of and be deemed integral to any written or verbal agreement or contract, including Purchase Orders.

By entering into any agreement, contract or purchase order with EEI, the vendor is presumed to have received a copy of this VCC and thereby acknowledges and consents to all the terms and conditions found herein and its commitment to comply with its terms and conditions, whether or not any reference to this VCC maybe stipulated in such agreement, contract or purchase order.

In the unlikely event of any conflict between the VCC and an agreement, contract, or purchase order, the vendor may raise the issue or clarify with **EEI’s Head of Assets and Supply Chain Management Division** with copy furnished to the **Compliance Officer**.





## Compliance with Laws, Rules, Regulations, and Contracts

EEl is committed to conducting its business in full compliance with all applicable laws, rules and regulations and expect the same commitment from its vendors.

All vendors are required to comply with both the letter and spirit of all applicable national and local laws, rules, and regulations such as, but not limited to, those pertaining to employment and labor standards, occupational safety and health, anti-bribery and anti-corruption, environment, taxation, anti-money laundering, data privacy and such other laws, rules and regulations as may be particularly applicable to the vendor.

# Business Practices Excellence

**EEI expects its vendors to uphold the highest standard of business ethics and conduct in its dealings with EEI. In this regard, EEI expects its vendors to observe the following:**

## **A. Conflict of Interest**

EEI values its relationship with all of its stakeholders. However, relationships that give rise to any conflict of interest has no place in any business enterprise.

A “conflict of interest” is a situation wherein an EEI authorized representative’s objectivity or impartiality in reaching or influencing decisions or actions on behalf of EEI could be or appear to be influenced or compromised by personal interests.

As a matter of policy, EEI has **ZERO TOLERANCE** towards any conflict of interest or even the slightest perception thereof. All business decisions and actions made for and on behalf of EEI must be based wholly on its best interests and must not be motivated or tainted by personal considerations.

In this regard, all vendors must **disclose** (1) before entering or renewing any agreement, or (2) as soon as the relationship arises or is discovered, any of the following relationships between the authorized representatives of the vendor and EEI:

- (a) Spouse or domestic partner;
- (b) Relative up to the fourth (4th) degree of consanguinity or affinity (applies also to those of the domestic partner);
- (c) Any other intimate relationship;
- (d) Close personal friendship;
- (e) Social or fraternal connections; or
- (f) Such other relationships that in the exercise of the vendor’s best business judgment could reasonably be expected to give rise to a conflict of interest or the appearance of such a conflict.

In addition to the above relationships, the vendor must likewise immediately disclose if any of EEI’s authorized representatives has any direct or indirect **financial interest** in the vendor’s business or that of the vendor’s subsidiaries, associates, or affiliates.

Any relationship discovered by EEI prior to disclosure by the vendor shall create a disputable presumption that all transactions or agreements entered into involving the related authorized representatives were motivated or tainted by personal considerations and therefore not entered into objectively, impartially, or in the best interest of EEI. Therefore, EEI, in its sole determination, may cancel or terminate said transactions or agreements for conflict of interest, breach of trust, fraud, and misrepresentation without prejudice to any claim or suit for damages against the vendor and its authorized representatives. EEI further reserves the right to revoke the accreditation and bar the vendor from any future accreditation or business transactions.

All disclosures concerning conflict of interest must be sent to [rptregistry@eei.com.ph](mailto:rptregistry@eei.com.ph).



## Business Practices Excellence

### B. Fair Competition

EEI respects and encourages free, fair, and honest competition and believes in the free market system where merit, quality, price, and other objective factors determine who succeeds and who fails. Therefore, within the framework of their relations with EEI, vendors shall not engage in practices that are contrary to the right of free and fair competition.

Accordingly, vendors are prohibited from engaging in:

- (a) Collusive practices with competitors or fellow vendors;
- (b) Measures aimed at excluding persons or groups of persons;
- (c) Using the market power of their companies to exert unfair pressure on competitors and other vendors;
- (d) Fraudulent or deceptive conduct in respect of competition; or
- (e) Such other acts prohibited under Republic Act No. 10667 or the "Philippine Competition Act".

### C. Anti-Corruption Policies

EEI maintains **ZERO TOLERANCE** for corruption in any form.

Vendors are hereby **expressly prohibited** from engaging in or consenting to any corrupt practices such as, but not limited to, bribery, kickbacks, commissions, extortions, solicitations, excessive gifts, travel, hospitality and entertainment accommodations.

#### (a) Bribery

Bribery is understood herein as directly or indirectly giving or promising to give money or anything of value to any EEI representative to influence or induce said EEI representative, in the exercise of his or her official duties, to act or refrain to act or give undue pecuniary or other advantage to the vendor. Bribery may come in the form of kickbacks, fees, commissions, refund, rebate, employment opportunity, below-market loans or rates, discounts, favors, business opportunities, political or charitable contributions and the like.

#### (b) Solicitation and Extortion

Solicitation is when a representative of EEI asks or entices the vendor or its authorized representatives to give money or anything of value to any EEI representative whether or not the said EEI representative solicits in exchange for acting or refraining from acting or giving undue pecuniary or other advantage to the vendor.

Extortion is when an authorized representative of EEI threatens the vendor or its authorized representatives that he/she will act or refrain from acting, whether said act is in the exercise of his or her official duties, thereby affecting the vendor unless it gives the EEI representative whatever he/she requests.



## Business Practices Excellence

### (c) Gifts, Travel, Hospitality and Entertainment

The giving or soliciting of excessive gifts, travel, hospitality, and entertainment is also forms of corruption.

What is excessive is subjective and open to interpretation leading to possible abuse. For avoidance of doubt and the appearance of corruption, no vendor shall, directly or indirectly<sup>1</sup>, give, offer, authorize, or promise any gift, **regardless of value, intention, or customary practice**, to any authorized representative of EEI.

The term “**gifts**” include food, clothing, tokens, trinkets, benefits, favors, entertainments, trips, rebates, fees, commissions, dividends, cash, gift certificates, gratuity, sponsorships, charitable donations in favor of the recipient, free membership or subscriptions to sport clubs, use of membership privileges, properties such as, but not limited to, vehicles, beach houses, resorts and vacation or time-sharing hours, services, inducements, and the like.

The following are recognized or permitted exceptions:

- i. Donations or Solicitations to company-sponsored Corporate Social Responsibility (CSR) program made through a written request expressly signed by the President and CEO;
- ii. Donations to or Solicitations for EEI’s designated non-profit or charitable institution, made through a written request expressly signed by the President and CEO;
- iii. Sponsoring travel, and reasonable food and lodging to local or international business or industrial site to demonstrate actual performance of products or systems (i.e. Proof of Concept) where the purpose for the travel is clearly and strictly business in nature with direct benefit to EEI and knowledge of the attendee/s would be valuable to the evaluation of the system and directly related to the attendee/s job function and duly approved and authorized by EEI’s President and CEO.

<sup>1</sup> Indirect gifts shall mean gifts given to the spouse or domestic partner and other relatives up to the fourth degree of consanguinity or affinity of such authorized representative of EEI.



## Business Practices Excellence

In case of doubt, vendors are encouraged to clarify with EEI's Head of Assets and Supply Chain Management Division with copy furnished to the Compliance Officer any questions or concerns regarding this matter.

Any gifts sent shall be respectfully refused receipt or returned to the vendor and charged against any receivables or payables owed by EEI to the vendor. On first offense, vendor shall be notified and reminded in writing of the policy. Subsequent offenses will merit heavier sanctions or penalties for violation of the VCC.

All authorized representatives of EEI are aware that they are expressly and equally prohibited from receiving or soliciting gifts or tokens from any vendor. Vendors are under obligation to report to **EEI's Head of Assets and Supply Chain Management Division** with copy furnished to the **Compliance Officer** any representative attempting to solicit any gift or token.

### D. Material Non-Public Information and Insider Trading

As a vendor, you may have access to material non-public information concerning EEI or any of its projects. Information is "material non-public" if it has not been generally disclosed to the public and would likely affect the market price of EEI's securities after being disseminated to the public and the lapse of a reasonable time for the market to absorb the information or would be considered by a reasonable person important under the circumstances in determining his course of action whether to buy, sell or hold EEI securities.

Vendors in possession of material non-public information are cautioned in dealing with EEI securities and in providing such material non-public information to others who might trade on EEI securities.

### E. Media and Social Media Policy

EEI respects the vendor's and its authorized representatives' right to freedom of speech. However, for official or valid concerns of any vendor, EEI has provided herein various official channels wherein the vendor or its authorized representatives are able to express such concerns. In this regard, all vendors and its authorized representatives are directed to communicate only through official channels instead of first resorting to media or social media platforms.

Vendors are likewise directed to inform and educate their authorized representatives not to involve or implicate EEI, whether intentional or erroneous, in matters that do not directly concern EEI.

Publication of unofficial concerns or disparaging remarks against EEI or any of its authorized representatives through media or social media platforms, whether true or false may be a ground for termination or cancellation of any existing contract or agreement without prejudice to any action or claim for damages or criminal prosecution for libel or cyber-libel.



## Business Practices Excellence

Further, vendors and their authorized representatives are prohibited from taking photographs and recording videos within Company or Project Premises, regardless of purpose, without express written authorization from EEI Management. Where consent is given, vendors and their authorized representatives are cautioned to exercise utmost discretion in the taking of photographs and recording or videos so as not to violate privacy rights of individuals.

### F. Communication and Accountability

EEI holds all vendors responsible for communicating the contents of the VCC to all of its authorized representatives, as well as their respective suppliers, subcontractors or vendors and ensure compliance thereof.

Vendors are advised to establish their own internal policies and procedures for escalating and prompt reporting of any concerns or violations, and for the protection of its employees from retaliation for making reports in good faith.

The vendor shall, at all times, be accountable for violations by its authorized representatives. Ignorance of this VCC and its provisions shall not be an excuse for breach.

### G. Business Continuity

EEI expects its vendors to have a business continuity plan that (1) recognizes potential risks which may impact its day-to-day operations as it relates to EEI such as, but not limited to, natural disasters, supply chain failures, equipment malfunction, power failure, concerted labor actions, accidents, or loss of key employee; and (2) outlines the responses to these risks such as how to avoid, transfer, mitigate or accept.



# Labor and Human Rights



**Vendors are expected to join EEI in its commitment to uphold human rights and equal opportunity in the workplace.**

Vendors shall recognize and uphold the human rights of all workers and treat them with the dignity and respect consistent with internationally recognized principles. To this end, all vendors shall observe:

## **A. Diversity, Equality, and Non-Discrimination**

Vendors shall have fair hiring and employment practices to ensure there is no discrimination based on race, color, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status.

## **B. Safe Space free from Harassment and Inappropriate Behavior**

EEI values the dignity of its employees and strives to establish and maintain a professional, ethical, non-discriminatory, and moral environment conducive to productive and professional work.

EEI is fully committed to ensuring the safety and well-being of all its employees, free from sexual harassment, and all forms of sexual intimidation, inappropriate behavior, abuse or exploitation.

Thus, EEI has a **Zero-Tolerance Policy** towards all forms of sexual harassment and inappropriate behavior and considers it a grave violation of Company policy, rules and regulations, apart from it being a criminal offense under the law.

EEI extends the same protection to all of the vendor's authorized representatives rendering services to EEI for any sexual harassment and inappropriate behavior committed by any representative of EEI. EEI expects that the vendor and all of its authorized representatives shall equally protect EEI's representatives from any form of sexual harassment and inappropriate behavior committed by authorized representatives of the vendor.

## **C. Forced Labor and Human Trafficking**

The vendor warrants that is not nor shall it ever engage in, tolerate, or condone human trafficking, slavery, servitude, or forced or compulsory labor or such activities that support such practices.



## Labor and Human Rights

### D. Anti-Child Labor Policy

EEI advocates for the elimination of the worst forms of child labor and any and all forms of abuse, neglect, cruelty, exploitation or other conditions prejudicial to the development of children except as may be allowed under existing laws, no vendor shall allow any child to work, whether it be on EEI sites or on the vendor's own premises, regardless of the role or capacity or whether work being undertaken is in furtherance of the vendor's obligations to EEI.

A “**child**” refers to a person below eighteen (18) years of age or although 18 years old or above but are unable to fully take care of themselves or protect themselves from abuse, neglect, cruelty, exploitation or discrimination because of a physical or mental disability or condition.

### E. Working Hours, Wages and Benefits

EEI is committed to upholding existing laws and collective bargaining agreements regarding working hours, wages, and benefits for all its employees.

In this regard, all vendors shall:

- (a) ensure that work schedules and rest periods are consistent with current labor laws, rules and regulations and should not be excessive or negatively impact the vendors' employees' health or safety;
- (b) minimize or eliminate overtime work, and where unavoidable, pay the corresponding premium for overtime work;
- (c) wages, which are no less than the prevailing regional minimum wage, and statutory and non-statutory benefits are paid correctly and on time;

### F. Freedom of Association

EEI respects the right of employees to freedom of association and collective bargaining. Workers have the right to form, join or not join trade unions or other organizations of their choosing and collectively bargain without fear of discrimination, retaliation, harassment or intimidation. Where applicable, vendors shall equally respect the right of its employees to freedom of association and collective bargaining.







## Safety and Health

**Occupational health and safety is among the priorities of EEI in every activity and will only conduct business with vendors who demonstrate the same commitment.**

Vendors and their authorized representatives are expected to familiarize themselves with and observe the prevailing occupational health and safety rules and regulations of EEI in the respective sites that they operate.

Vendors are expected to also be pro-active at site by controlling hazards, taking necessary precautionary measures against accidents and occupational risks and notifying EEI's authorized representatives of any potential threats or risks to occupational health and safety that they observe.

Vendors are likewise expected to observe prevailing occupational health and safety rules and regulations in their respective workplaces to avoid any delays in the performance of its work which may consequently affect EEI.





# Environmental Sustainability

## Protecting and saving the environment is everyone's concern

EEI expects its vendors to follow all applicable environmental laws, regulations, and standards. Vendors should follow best practices for conserving natural resources, protecting the environment, fighting climate change, respecting biodiversity and avoiding deforestation, with a specific focus on protecting areas with ecological, scenic, scientific, or cultural interest and a commitment to strict compliance with applicable environmental laws and regulations.

Vendors should have their own environmental management system, including goals to reduce environmental impact, measures and controls (including audits), reporting, and training.



# Confidentiality

Except as may be required by applicable law or by regulations, the vendor shall keep confidential and shall not disclose information deemed by EEI as confidential without the express written consent of EEI.

Confidential Information means confidential and proprietary industrial and commercial information and techniques, including any and all technical, economic, financial, or marketing information, instruction and training manuals, tables of reporting conditions, market forecasts, lists and particulars of customers and suppliers, source codes, trade secrets and other information of a confidential nature, regardless of its form.

Confidential Information shall likewise not be reproduced, copied, sold, transferred, or conveyed by the vendor in whatsoever form except for the exclusive use of or for the sole purpose of fulfilling the vendor's obligation to EEI.

The vendor may nonetheless disclose Confidential Information to its authorized representatives to the extent that such authorized representatives have a requirement to access such information as is necessary to fulfil the obligations of the vendor to EEI; Provided that, such authorized representatives shall be bound by a confidentiality agreement.

Vendors must effectively manage the retention, maintenance, access, disclosure and eventual disposal of Confidential Information. In this regard, vendors must design, establish, and maintain appropriate security measures to protect Confidential Information in their possession.

If a vendor believes it is appropriate for business reasons, or required by law, regulation or lawful order of any court or quasi-judicial body, to disclose or use confidential information, the vendor must contact **EEI's Head of Assets and Supply Chain Management Division** with copy furnished to the **Compliance Officer** before such disclosure or use to discuss the taking of proper protective measures.

Any breach, unauthorized disclosure or misuse of EEI's Confidential Information, shall result in the termination of any engagement with the vendor without prejudice to any action or claim for damages. In addition to any action or claim for damages, EEI shall be entitled to:

- (a) an injunction by any court of equity having competent jurisdiction, restraining the defaulting Party or any contractually bound persons or other person through whom the defaulting Party may be acting, from any further or continued breach of this Agreement;
- (b) specific performance of this Agreement; or
- (c) other appropriate equitable remedies for any threatened or actual breach.





## Data Privacy

EEI shall protect and process the vendor's and its authorized representatives' its vendors' personal and sensitive personal information that may come in its possession in accordance with the Data Privacy Act of 2012, its implementing rules and regulations and issuances of the National Privacy Commission.

In turn, EEI expects its vendors to equally protect and process personal and sensitive personal information of EEI's authorized representatives.

Vendors shall never disclose such personal and sensitive personal information to anyone without the express written authorization of the data subject. For avoidance of doubt, vendors may seek clarification with EEI's Data Protection Officer at [dataprotectionoffice@eei.com.ph](mailto:dataprotectionoffice@eei.com.ph).

## Audits and Assessments; Accurate Business Records, and Reports

Vendors must keep and retain accurate, complete, fair, timely, transparent, and understandable financial and operational books, records, and accounts and a system of effective internal controls relevant to its transactions or businesses with EEI.

The vendor shall, during business hours and with written notice at least twenty-four (24) hours prior, allow EEI's authorized representatives full access to all books, records, accounts, and other documents as it relates to the transactions or business with EEI for audit purposes and verifying the vendor's compliance with the VCC.



## No Purchase Order, No Delivery Policy

EEI expects all vendors to adhere to the **"No Purchase Order, No Delivery Policy"** of EEI regardless whether there is an existing contract or agreement or merely a prior purchase order.

The policy is applicable even for repeat orders or extension of contract, agreement or services. EEI reserves the right to withhold payment, including the right to cancel the transaction or return the goods delivered at the expense of the vendor, for any transaction fulfilled without an official Purchase Order.

## Sanctions

EEI reserves the sole and exclusive right to terminate, pre-terminate or cancel any agreement on the ground of breach by the vendor of any provisions of the VCC, without prejudice to any action or claim for damages, injunction, or other appropriate equitable remedies.

Failure by EEI to insist upon strict performance of any terms or conditions of the VCC, shall not be deemed as a relinquishment or waiver of any right or remedy that EEI may have, nor shall it be construed as waiver for any subsequent breach or violation of the VCC.

Any waiver granted by EEI to the vendor must be in writing.

EEI further reserves the right to revoke the accreditation, forfeit and/or cancel pending payments, and bar the Vendor from any future accreditation or business transactions.

## Order of Precedence; Changes to the Code

The VCC is not meant to, and does not, supersede any applicable law, or any term in an agreement between EEI and a vendor. To the extent there is any conflict between the VCC and any applicable law or provision of any agreement, the applicable law or agreement shall prevail.

EEI reserves the right to update, amend or modify the VCC which shall take effect only upon prior written notice to the vendor.





# Whistleblowing and Reporting Channels

An important aspect of accountability and transparency is a mechanism to enable stakeholders to voice concerns in a responsible and effective manner, without fear of reprisal.

Vendors are encouraged to report any malpractice, misconduct, wrongdoing or breach of policy or the VCC, or any attempt to conceal or hide such breach.

Vendors may report through any of the following reporting channels:

Email: [mayalamako@eei.com.ph](mailto:mayalamako@eei.com.ph)

Mobile: (+63) 917-874-3545

Postal Mail: **Anti-Fraud Group - Corporate Internal Audit**  
EEI Corporation  
No. 12 Manggahan St., Brgy. Bagumbayan  
Quezon City 1110

Unethical  
Unethical  
Unethical  
Unethical  
ethical

## Speak up

and report unethical activity.  
It's the right thing to do.

# Questions or Concerns

**EEl counts on its vendors for the success of the business and to uphold its values and its high ethical standards.**

To meet this expectation, we are committed to creating an environment where our vendors feel comfortable raising concerns and getting help.

For any questions, concerns or clarifications regarding the VCC, the vendor may contact the **Head of Assets and Supply Chain Management Division** at the following email address: [ejrvistro@eei.com.ph](mailto:ejrvistro@eei.com.ph) with copy furnished to the **Compliance Officer** at the following email address: [eei\\_compliance@eei.com.ph](mailto:eei_compliance@eei.com.ph).





**Builder of a Better Future**