



### **Introduction**

Heineken (Heineken N.V. and its affiliated companies<sup>1</sup>) is committed to making a positive contribution to society through its global operations.

We expect all our suppliers to help us to fulfil this commitment by actively supporting and respecting our values and principles in their own business practice<sup>2</sup>.

The Supplier Code applies to all suppliers from whom Heineken purchases and outlines those key elements that we deem to be the most relevant for our suppliers.

### **Integrity and Business Conduct**

Heineken considers integrity and reliability in relationships with all stakeholders as essential preconditions for sustainable business. Our key elements to integrity and business conduct are:

1. To support an open, fair and competitive business environment.
2. To comply with all relevant applicable laws and regulations.
3. All business, commercial and financial information regarding Heineken and its commercial partners must be treated as confidential and should not be disclosed to third parties.
4. Conflicts of interest will not be allowed to affect the good operation of our business.
5. Gifts and inducements to influence business or other decisions are not acceptable.

### **Human Rights**

Heineken endorses the values enshrined within the Universal Declaration of Human Rights and the Core Conventions of the International Labour Organization based on respect for the dignity of the individual without distinction of kind. Our key elements to human rights are:

6. Working conditions should allow for safe working practices and support the occupational health of employees.
7. Employees should be treated fairly in relation to reasonable working hours, periodic leave and remuneration for work performed.
8. To make allowance for negotiations leading to collective agreements.
9. People are employed based on the principle of equal opportunity, without distinction to race, colour, gender, religion, affiliation or origin.
10. Not to use or participate in child, forced or bonded labour, and specifically there will be compliance with the relevant standards of the International Labour Organization.

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1. Companies where 50% or more of the issued share capital is owned by Heineken N.V. and where Heineken N.V. has management control.
  2. The full text of Heineken's Values & Principles can be found at [www.heinekeninternational.com](http://www.heinekeninternational.com).

**Environment**

Heineken strives to treat the environment with due care and to comply with environmental and other legislation applicable to its operations in a geographical location. Our key elements to environmental care are:

11. Production and supply chain processes have been designed to make an efficient use of available resources and to minimise the environmental impact.
12. Promotion by our suppliers of greater environmental responsibility and promotion of the development and diffusion of environmental friendly technologies.

**Communication, Monitoring**

Heineken expects its suppliers to assist Heineken to fulfil the aforementioned key elements by incorporating them in their own business practice and our suppliers shall take all necessary steps to ensure that the key elements of the Supplier Code are communicated to their employees and they shall take all appropriate steps to ensure that their own suppliers live by the key elements of the Supplier Code and Heineken will monitor the performance of its supplier in this respect

**Compliance**

Heineken expects its suppliers to adhere to and to live by the key elements of the Supplier Code and Heineken will monitor the performance of its suppliers in this respect.

Heineken prefers a continuous improvement approach with its suppliers to achieve compliance to the key elements of the Supplier Code. If cases of non-compliance are found, Heineken and its suppliers will develop ways and means to correct the non-compliance, provided Heineken receives the commitment from the supplier to correct the non-compliance within due time.

If there is no commitment or lack of corrective measures, such may result in Heineken ceasing to do business and as a final resort terminating the contract.

Amsterdam 8 July 2010.



## **SUPPLEMENTARY NOTES TO ACCOMPANY HEINEKEN MALAYSIA SUPPLIER CODE**

### **1. Gifts & Entertainment**

- a) Employees of Heineken Malaysia Berhad (*formerly known as Guinness Anchor Berhad*) and Heineken Malaysia Marketing Sdn Bhd (*formerly known as Guinness Anchor Marketing Sdn Bhd*), (hereinafter collectively referred to as Heineken Malaysia) are not allowed to give/receive gifts/entertainment exceeding a value of RM500 from any single entity in any 12-month period pursuant to the Heineken Code of Conduct.
- b) While the giving/accepting of a modest gift/entertainment can be appropriate in developing business relations, the frequency and nature of gifts/entertainment accepted/received should be transparent and not be such that the recipient might be, or be perceived by others, to have been influenced in making a business decision as a consequence of accepting such gifts/entertainment.

### **2. Conflict of Interest**

- a) A conflict of interest is defined as a situation, where an individual realises a personal benefit, which may impinge that individual's impartiality in any matter that is relevant to his or her job duties. Such conflict of interest impairs an individual's ability to make impartial decisions.
- b) An example of this would be a Heineken Malaysia employee or his/her immediate family members own a business that sells goods or services to the company. Suppliers, who are owned by or who employ persons who are immediate family members of Heineken Malaysia employees must disclose such conflicts, in writing, to the Human Resources Director immediately.
- c) In the event there is a conflict of interest, transparency is key and requires an open discussion in order to resolve the conflict of interest.

### **3. Questionable Behaviour by a Heineken Malaysia employee**

- a) Suppliers who are aware of or suspect any questionable behaviour by a Heineken Malaysia employee are obliged to disclose such incidents to the company, in accordance to Heineken's Speak Up Policy. If you would like to know more about Heineken's Speak Up policy, please write an email to [MY1-Compliance-DL@heineken.com](mailto:MY1-Compliance-DL@heineken.com).
- b) Suppliers can use the following avenues to lodge a report:-
  - Email to [BUSINESSCONDUCT@HEINEKEN.COM](mailto:BUSINESSCONDUCT@HEINEKEN.COM)
  - Online at <http://speakup.heineken.com>
  - Phone at 1-800-80-8641 (International Toll-Free Service)



All matters raised are treated as confidential.

4. **Confidentiality**

All information or knowledge a supplier gains while conducting business with Heineken Malaysia are confidential in nature and is not to be disclosed to third parties.

5. **Personal Data**

- a) All personal information disclosed to or obtained by Heineken Malaysia shall be processed in accordance with the company's privacy policy in accordance with the Personal Data Protection Act 2010. Refer to Appendix 1 of this document.
- b) If suppliers collect personal information on behalf of Heineken Malaysia, they shall comply at all times with the Data Protection Legislation and shall not perform their obligations in such a way as to cause Heineken Malaysia to breach any of its applicable obligations under the Data Protection Legislation. Refer to Appendix 2 of this document.

**IMPORTANT NOTES ON HEINEKEN MALAYSIA'S PROCURE TO PAY PROCESS**

1. **Purchase orders** are to be issued for all purchases of goods and services unless exempted by the authorised officers of Heineken Malaysia.
2. **Acknowledgment of Goods and Services** is a must by an authorised representative of Heineken Malaysia, unless the goods or services are on a pay-as-you consume basis.
3. **Invoicing** is required for all purchases of goods and services. Fully completed invoices are issued promptly after the delivery of goods or provision of services.
4. All incoming invoices are to be addressed to **Accounts Payable, Finance** and needs to be complete with correct tax information in accordance to GST requirements, correct name and address with complete PO information and that the invoice is really for Heineken Malaysia.
5. Suppliers with outstanding amounts due, are to send monthly **statement of accounts** to [MY1-AccountsPayable@heineken.com](mailto:MY1-AccountsPayable@heineken.com) for reconciliation purposes.
6. Suppliers are encouraged to move to **electronic payment ("GIRO/Rentas)** for faster payment. The following details are required:-
  - Bank Name & Branch
  - Account Number
  - Bank Address



- Swift Code Number
- Contact Person & Number for bank notification of payment made

Send the required details to [MY1-AccountsPayable@heineken.com](mailto:MY1-AccountsPayable@heineken.com).

7. Suppliers are advised to update Heineken Malaysia on any change in information promptly so as to avoid any delays in dealings with Heineken Malaysia. This includes the person to be receiving remittance advice from our bank.



## APPENDIX 1

### NOTICE UNDER PERSONAL DATA PROTECTION ACT 2010

Please be informed that personal data and other information provided by Suppliers may be processed by or on behalf of Heineken Malaysia in compliance with the Personal Data Protection Act 2010 ("PDPA"). For the purpose of this Notice, the terms "personal data" and "processing" shall have the same meaning as prescribed in the PDPA.

The personal data that is and will be processed by Heineken Malaysia may include Suppliers' (including their directors, employees, agents and contractors) name, national identity card number, contact number, address and any other information that Heineken Malaysia has requested for in its forms or contractual documents/agreements that the Suppliers have completed or that the Suppliers are privy to as well as any information which Heineken Malaysia has or may obtain about the Suppliers through any oral or written communications. It is obligatory that the Suppliers supply Heineken Malaysia with all the personal data that is or has been requested from the Suppliers.

Heineken Malaysia is and will be processing the Suppliers' personal data, including any additional information that the Suppliers may subsequently provide for the purposes of issuing the purchase order to Suppliers, processing Suppliers' invoice(s) issued to Heineken Malaysia, enforcing contractual obligations, contacting Suppliers or Suppliers' business establishment, conducting internal and administrative activities, conducting market surveys and trend analysis, responding to Suppliers' inquiries, conducting internal activities, providing Suppliers with information on products and services of Heineken Malaysia as well as any other purposes that may be related to the foregoing ("Purposes").

If the Suppliers had failed or the Suppliers fail to supply Heineken Malaysia with the abovementioned personal data or that the Suppliers withdraw their consents to process their personal data, Heineken Malaysia may not be able to process the Suppliers' personal data for any of the Purposes. Furthermore, if the Suppliers subsequently withdraw their consents to process their personal data, Heineken Malaysia may not be able to process the Suppliers' personal data for any of the Purposes.

The Suppliers' personal data may be disclosed to subsidiaries, related and/or associated companies within the Heineken Malaysia group; all governmental and/or quasi-governmental departments and/or agencies, regulatory and/or statutory bodies; licensees, auditors, business partners and/or service providers that Heineken Malaysia engages with; and any other third party requested or authorized by the Suppliers for the Purposes or any other purpose for which the Suppliers' personal data was to be disclosed at the time of its collection or any other purpose directly related to any of the Purposes. Further, the Suppliers' personal data may be transferred to locations outside Malaysia for the above Purposes.



The Suppliers are responsible for ensuring that the information they provide Heineken Malaysia is accurate, complete, and not misleading and that such information is kept up to date. The Suppliers may access and request to correct their personal data and/or to limit the processing of their personal data, or make any enquiries or complaints in respect of their personal data, by contacting Heineken Malaysia via email to the respective Procurement Officer.

As required by the PDPA, this notice shall be drafted in English as well as in Bahasa Malaysia. In the event of any inconsistency between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail over the Bahasa Malaysia version

### **NOTIS BAWAH AKTA PERLINDUNGAN DATA PERIBADI 2010**

Harap maklum bahawa data peribadi dan maklumat lain yang diberikan oleh para Supplier akan diproses oleh atau bagi pihak Heineken Malaysia menurut Akta Perlindungan Data Peribadi 2010 ("PDPA"). Bagi tujuan Notis ini, terma-terma "data peribadi" dan "pemprosesan" mempunyai maksud seperti yang ditakrifkan dalam PDPA.

Data peribadi yang diproses oleh Heineken Malaysia termasuk nama, nombor kad pengenalan, nombor telefon, alamat para Supplier (termasuk termasuk pengarah, pekerja, ejen dan kontraktornya) serta maklumat lain yang diminta Heineken Malaysia dalam mana-mana borang, kontrak, dokumen atau perjanjian yang para Supplier telah lengkapkan atau yang mana para Supplier mempunyai privi serta mana-mana maklumat yang Heineken Malaysia mempunyai atau memperolehi tentang para Supplier melalui mana-mana komunikasi lisan atau bertulis. Ia adalah kewajiban para Supplier membekalkan Heineken Malaysia dengan semua data peribadi yang sedang atau telah diminta daripada para Supplier.

Heineken Malaysia akan memproses data peribadi para Supplier, termasuk apa-apa maklumat tambahan yang para Supplier kemudiannya boleh memberikan kepada Heineken Malaysia, bagi tujuan mengeluarkan pesanan belian untuk para Supplier, pemprosesan invois yang dikeluarkan kepada Heineken Malaysia menguatkuasakan kewajiban kontrak, menghubungi para Supplier atau penubuhan perniagaan mereka, menjalankan aktiviti-aktiviti dalaman dan pentadbiran, menjalankan kaji selidik pasaran dan analisis trend, menjawab pertanyaan-pertanyaan para Supplier, melaksanakan kegiatan-kegiatan dalaman, memberi para Supplier maklumat tentang produk-produk dan perkhidmatan-perkhidmatan tentang Heineken Malaysia dan juga apa-apa tujuan lain sebagaimana yang berkaitan dengan yang tersebut di atas ("Tujuan-Tujuan").

Jika para Supplier gagal membekalkan Heineken Malaysia dengan data peribadi seperti termaklук di atas, atau para Supplier menarik balik persetujuan untuk memproses data peribadi mereka, Heineken Malaysia mungkin tidak dapat memproses data peribadi para



Supplier untuk mana-mana Tujuan-tujuan. Di samping itu, jika para Supplier kemudiannya menarik balik persetujuan mereka untuk memproses data peribadi mereka, Heineken Malaysia mungkin tidak dapat memproses data peribadi para Supplier untuk manamana Tujuan-tujuan.

Maklumat peribadi para Supplier mungkin dizahirkan kepada mana-mana anak syarikat, pemegang lesen, syarikat berkaitan dan/atau bersekutu dalam kumpulan Heineken Malaysia; semua jabatan kerajaan dan / atau jabatan kuasi dan / atau agensi-agensi, badan-badan pengawalseliaan; pemegang lesen, juruaudit, rakan kongsi perniagaan dan / atau pembekal perkhidmatan yang Heineken Malaysia terlibat dengan dan mana-mana pihak ketiga lain yang diminta atau dibenarkan oleh para Supplier untuk Tujuan-tujuan atau untuk sebarang tujuan lain di mana data peribadi para Supplier telah dizahirkan pada masa pengumpulan atau mana-mana tujuan lain yang berkaitan secara langsung kepada mana Tujuan-Tujuan seperti di atas.

Selanjutnya, data peribadi para Supplier mungkin akan dipindahkan ke lokasi di luar Malaysia untuk Tujuan-Tujuan di atas. Para Supplier bertanggungjawab untuk memastikan bahawa data peribadi yang diberikan Heineken Malaysia adalah tepat, lengkap dan tidak mengelirukan dan bahawa data peribadi itu adalah terkini. Para Supplier boleh mengakses dan memohon untuk mengemaskini data peribadi para Supplier dan/atau untuk menghadkan pemrosesan data peribadi, atau membuat sebarang pertanyaan atau aduan berkenaan dengan data peribadi, dengan menghubungi Pegawai Procurement Heineken Malaysia yang berkenaan.

Seperti yang diwajibkan oleh PDPA, notis ini hendaklah digubal dalam bahasa Inggeris dan juga dalam Bahasa Malaysia. Sekiranya terdapat sebarang ketidakseragaman antara versi Bahasa Inggeris dan versi Bahasa Malaysia notis ini, maka versi Bahasa Inggeris akan mengatasi versi Bahasa Malaysia

## APPENDIX 2

### PERSONAL DATA PROTECTION COMPLIANCE TO SUPPLIERS

Suppliers who acquire, collect, process, store and/or transmit Personal Data for and on behalf of Heineken Malaysia, shall covenant to:

- (a) process the Personal Data only in accordance with instructions from or as otherwise notified by Heineken Malaysia to Suppliers;
- (b) process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the services or as is required by law or any regulatory bodies;
- (c) take practical steps to protect the Personal Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction;
- (d) take all steps to ensure the reliability of any Suppliers' employees, servants, staff, agents or sub-contractors who have access to the Personal Data;
- (e) obtain prior written consent from Heineken Malaysia in order to transfer the Personal Data to any of its subcontractors or affiliates for the provision of the Services;
- (f) ensure that all the Suppliers' employees, servants, staff, agents or sub-contractors required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this covenant;
- (g) ensure that none of the Suppliers' employees, servants, staff, agents or sub-contractors publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by Heineken Malaysia;
- (h) notify Heineken Malaysia within the next working day if it receives: (I) a request from a Data Subject to have access to that person's Personal Data; or (II) a complaint or request relating to obligations of Heineken Malaysia under the Data Protection Legislation;
- (i) provide Heineken Malaysia with full cooperation and assistance in relation to any complaint or request made, including by:
  - (I) providing Heineken Malaysia with full details of the complaint or request;
  - (II) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with instructions of Heineken Malaysia;
  - (III) providing Heineken Malaysia with any Personal Data it holds in relation to a Data Subject (within the timescales required by Heineken Malaysia); and
  - (IV) providing Heineken Malaysia with any information as requested;
- (j) permit Heineken Malaysia or its representatives to inspect and audit the Suppliers' data Processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all requests or directions by Heineken Malaysia to enable Heineken Malaysia to verify and/or procure that the Suppliers are in full compliance with the Data Protection Legislation and covenant here;



- (k) provide a written description of the technical and organisational methods employed by the Suppliers for processing Personal Data (within the timescales required by Heineken Malaysia);
- (l) not Process or otherwise transfer any Personal Data outside Malaysia.

For the purpose of this covenant, Heineken Malaysia is the Data User and that the Suppliers are the "Data Processor". The terms "Data Processor", "Data Subject", "Data User", "Personal Data" and "Process" shall each have the same meaning as set out in the Personal Data Protection Act 2010; and the terms "Data Protection Legislation" means the Personal Data Protection Act 2010 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice registered with or issued by the Personal Data Protection Commissioner of Malaysia.