



ASMO Supplier Code of Conduct //

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Acknowledgment of ASMO's Supplier Code of Conduct //

ASMO is committed to upholding its core values and maintaining the highest standards of responsibility across all its operations, including within its supply chain. This ASMO Supplier Code of Conduct requires the Supplier to go beyond legal compliance, drawing upon proper standards, to advance in business ethics.

ASMO requires each registered Supplier (including vendors, manufacturers, contractors, and sub-contractors) with which ASMO conducts business to acknowledge and agree upon the policies and principles set forth in the ASMO Supplier Code of Conduct.

General Disclaimer

This Supplier Code of Conduct is not intended to conflict with or modify the terms and conditions of any existing contract with a Supplier. Unless otherwise stated in such contract, in the event of a conflict, the Supplier shall adhere to such contract terms. The ASMO Supplier Code of Conduct shall be a mandatory part of any contractual relationship between ASMO and a Supplier.

This ASMO Supplier Code of Conduct shall be acknowledged by the Supplier at the time of registration or, if previously and currently registered, at the time of submitting a request for registration renewal or submitting proposals in response to ASMO's invitations and solicitations to bid. ASMO Supplier Code of Conduct shall be re-acknowledged by the Supplier whenever ASMO updates it.

1- Introduction

ASMO's vision is to become the leading procurement and supply chain services provider for the energy, petrochemical, chemical and industrial sectors in the kingdom of Saudi Arabia and the wider MENA region. ASMO is working to establish a reliable integrated Procurement and Supply Chain platform, based in the Kingdom of Saudi Arabia, that creates value to these sectors.

We are fully aware of our responsibilities because of our activities thus, we have given ourselves a strict set of ethical standards to guide us in our business practices. We expect the Supplier to adhere to the same ethical standards. For this purpose, ASMO has produced this Supplier Code of Conduct (SCoC), which sets the minimum standards for doing business with ASMO or its customers.

2- Scope

This Supplier Code of Conduct establishes mandatory guidelines for each current and potential ASMO Supplier. The Supplier may include vendors, manufacturers, contractors, and sub-contractors who are seeking registration or are registered with ASMO and seeking to provide goods, services, consultancy to ASMO or its customers or that are currently parties to agreements for such purposes with ASMO or one of its customers.

This Supplier Code of Conduct is a general statement of ASMO's expectations and requirements with respect to the Supplier. This Supplier Code of Conduct should not be read in lieu of, but in addition to, any supplier obligations set forth in (i) requests for proposals, invitations to bid, or other solicitation documents, or (ii) agreements by and between ASMO and the supplier. In the event of a conflict between this Supplier Code of Conduct and any ASMO solicitation documents or applicable agreements, the terms of ASMO 's applicable solicitation documents or agreements shall prevail. The requirements of this Supplier Code of Conduct are not subject to waiver. Neither ASMO, its Supplier, nor their personnel or representatives are authorized to propose or approve conduct inconsistent with this Supplier Code of Conduct.

3- Laws and Ethical Standards

The Supplier shall comply with all applicable laws and regulations of the countries in which operations are managed or services provided. The supplier shall support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights, the UN Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises as well as the 1998 International Labor Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and practice.

4- Ethical Business Practices

The Supplier shall at all relevant times conduct its businesses in accordance with the highest standards of ethical behavior. The Supplier is expected to have its own business ethics and code of conduct policy along with a comprehensive training program for all personnel. The policy should, at a minimum, address topics related to conflict of interest, human rights, bribery and corruption, gifts and entertainment, fraud, and similar misconduct, and reporting and whistleblower protection.

5- Labor and Human Rights

The Supplier shall treat all employees with dignity and respect, upholding their fundamental human rights in all circumstances. The Supplier shall comply with all applicable labor laws and regulations in the country of operation, including the Kingdom of Saudi Arabia, including but not limited to those governing working hours, working conditions, living conditions where applicable, minimum age requirements, minimum wage standards, end-of-service benefits, and medical insurance.

Where legally feasible, the Supplier shall adhere to internationally recognized human rights principles, including the United Nations Global Compact, the UN Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Declaration on Fundamental Principles and Rights at Work (1998), and the ILO Minimum Age Convention No. 138.

The Supplier shall ensure Compliance with laws governing working hours, wages, benefits, and living conditions, no use of forced, bonded, or child labor (minimum age: 15 years, as stipulated by Saudi Arabia's ratification of ILO Convention No. 138).

The Supplier shall recognize and respect workers' rights to association and collective bargaining, to the extent permitted by Saudi labor laws. The Supplier must also maintain a workplace free from discrimination, abuse, and harassment, ensuring equal opportunities for all employees.

6- Ethical Sourcing

The Supplier shall comply with all applicable laws and resulting due diligence obligations with respect to direct and indirect sourcing of critical materials and conflict minerals which directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses.

7- Antitrust / Competition Laws and Regulations

The Supplier shall comply with all applicable antitrust / competitions laws and regulations. The Supplier shall not engage in any practices and not enter into any agreements that violate antitrust / competition laws and regulations. The Supplier must not engage in any formal or informal anti-competitive practices, such as fixing prices or rigging bids. The Supplier is prohibited from sharing current, recent, or future pricing information with competitors. Additionally, the Supplier must not participate in cartels or any activities that unlawfully restrain or affect competition.

8- Gifts, Gratuities and Hospitality

The Supplier is expected to compete based on the quality of its products and services, not through the exchange of business courtesies to gain an unfair advantage. In any business relationship, the Supplier must ensure that offering or accepting gifts or business courtesies is allowed by applicable laws and regulations, does not breach the recipient's organization's rules and standards, and aligns with reasonable marketplace customs. Cash gifts or cash equivalents should never be offered or accepted.

The Supplier shall not offer or provide ASMO or its personnel with gifts, gratuities, or hospitality unless it involves a nominal value or consider as promotional products or branded merchandise in line with customary business practices. Nominal value shall not exceed \$25. ASMO personnel cannot offer or accept gifts or hospitality exceeding this nominal value without receiving the necessary internal approvals prior to the offer/acceptance. Customary business practice in terms of hospitality would include the acceptance of reasonable business entertainment and business meals. Gifts, gratuities, and hospitality offered or extended by the Supplier to ASMO personnel that exceed nominal value or reasonable hospitality are reportable under internal ASMO policies. Items that are made available to the public do not fall under this policy.

For the avoidance of any doubt, ASMO pays for its employees' business expenses, and the Supplier is not required or requested to incur or reimburse business expenses for ASMO employees.

9- Diversity and Inclusion

The Supplier shall promote an inclusive work environment that values the diversity of its employees and strive to create a work culture that values the contributions of all employees. The Supplier shall make efforts to adopt policies and institute programs that help to create an inclusive environment that encourages the representation and involvement of diverse groups of people within its organization.

The Supplier shall be committed to equal opportunities for its employees and shall not tolerate with harassment or discrimination with respect to gender, ethnic or national origin, race, color, religion, age, disability, or any other characteristic.

10- Business Ethics

ASMO business ethics requires that all transactions are to be conducted fairly, honestly, and with integrity, according to the highest ethical standards. The Supplier and its personnel shall avoid even the appearance of unethical or compromising practices in relationships, actions, or communications regarding existing or proposed business relationships with ASMO.

ASMO has zero tolerance for bribery or corruption in any form. The Supplier shall comply with all anti-corruption laws and regulations applicable to the performance of its obligations and activities in its relationship with ASMO. The Supplier shall not tolerate, permit or engage in any form of bribery, corruption, or extortion.

The Supplier shall comply with applicable laws and regulations designed to combat money laundering activities.

The Supplier shall maintain financial records and reports according to applicable laws and regulations.

The Supplier must not offer, promise, make, accept, or agree to accept any improper payments, whether monetary or otherwise, to government officials, political parties, candidates for public office, or any other individuals. This includes a strict prohibition on 'facilitation' or 'grease' payments intended to expedite or secure routine governmental actions, such as obtaining a visa or customs clearance, unless there is a formal legal governmental fee schedule for such services and official receipts are provided. Payments made for personal safety are allowed only when there is an imminent threat to health or safety.

The Supplier must also refrain from offering or accepting any illegal payments to or from customers, its agents, representatives, or others and shall not as well make any of these payments on behalf of ASMO. We expect the Supplier to ensure that its employees are prohibited from receiving, paying, or promising any sums of money or anything of value, directly or indirectly, with the intent to exert undue influence or gain an improper advantage.

11- Trade Regulation

The Supplier shall comply with all applicable trade and import regulations, export control, sanctions and customs laws and regulations, including Prohibitions & Restrictions ("Trade Laws"). The Supplier in particular ensures that its beneficial owner(s), all its agents and any other subcontractors are not listed on any applicable Denied Party sanctions lists.

12- Health & Safety

We expect the Supplier to strive to implement the standards of occupational health and safety at a high level by applying a health and safety management approach appropriate for the business.

The Supplier shall comply with applicable occupational health and safety regulations and provide a work environment that is safe and conducive to good health to preserve the safety and health of its employees, safeguard third parties and prevent accidents, injuries and work-related illnesses. This includes regular workplace risk assessments and the implementation of adequate hazard control and precautionary measures, including the provision of appropriate Personal Protective Equipment (PPE). The Supplier's employees are to be adequately educated and trained in health and safety issues in a language they understand including maintaining true and accurate records of safety training, relevant certifications and licenses, and monitoring safety performance.

13- Environment

It is the responsibility of the Supplier to assure that its facilities are designed and safely operated in compliance with the established government and industry environmental protection policies and that they do not present unnecessary risks to the environment or public. The Supplier shall take reasonable steps to provide a hygienic working environment, maintain safe, sanitary, and healthy residential and living environments for all its employees. Such compliance shall include, among other things:

- Obtaining and maintaining any necessary environmental permits.
- Proper handling and disposition of hazardous materials and waste.
- Monitoring, controlling, and responsibly treating discharges generated from operations.

The Supplier is encouraged to take environmental and climate protection appropriately into account in its own operations, for example, by setting climate protection goals for themselves and achieving them.

14- Information Protection

In its relationship with ASMO, the Supplier shall comply with all applicable data protection laws and regulations including the EU General Data Protection Regulation (GDPR).

The Supplier is required to protect sensitive, confidential, and proprietary information, including personal data, from unauthorized access, destruction, use, modification, and disclosure. This must be achieved through appropriate physical and electronic security measures, including the implementation of robust IT cybersecurity programs to address emerging risks to information systems. The Supplier must promptly report any suspected or actual data breaches or security incidents to ASMO as soon as they become aware of them.

The Supplier must ensure that all sensitive, confidential, and proprietary information is properly controlled and protected in line with international standards, such as the Code of Practice for Information Security Management. The level of information security and control provided by the Supplier should always match the sensitivity, value, and importance of the information being processed at every stage of its lifecycle.

The Supplier shall safeguard and make only appropriate use of ASMO confidential information. The supplier shall comply with any contractual requirements on data protection and information security and shall not disclose any information that is not known to the public.

15- Conflicts of Interest

A conflict of interest arises when any personal or financial interest, business or personal activity, relationship, prior or current employment, or obligation may interfere with the ability to perform job duties objectively or impair independence and judgment. This includes relationships by blood or marriage, partnerships, or investments in business partners or competitors. The Supplier must immediately disclose any actual or potential conflict of interest related to its activities with ASMO.

16- Community Outreach

ASMO encourages the Supplier to give back to its local communities and engage in initiatives and activities that reflect the UN Sustainable Development Goals.

17- Business Continuity Planning

The Supplier shall be prepared for any disruptions of its business (e.g. natural disasters, terrorism, supply chain disruptions, communicable disease outbreaks – epidemics or pandemics, information security issues, cyber-attacks). This preparedness includes business continuity and recovery plans that protect both employees as well as the environment from the effects of possible serious disruptions that may arise within the domain of operations.

18- Respect and Duty of Care

The Supplier shall act in good faith with employees of ASMO.

The Supplier must exercise due care in the use of property and equipment entrusted to it, as if the property is its own. When using property or materials that carry a ASMO trademark or brand, the Supplier shall exercise particular care as any of its actions or activities may be associated with ASMO. Any unauthorized use of branded or trademarked materials or equipment is to be avoided. It is considered a misuse of ASMO branded or trademarked materials and equipment if even an appearance of impropriety can be inferred.

19- Compliance with ASMO Supplier Code of Conduct

The Supplier agrees to adhere to the principles of the ASMO Supplier Code of Conduct, either by directly applying it or by ensuring that its own code of conduct and sustainability practices align with the principles outlined in the ASMO Supplier Code of Conduct.

These principles should be integrated into the Supplier's routine sustainable business practices. The ASMO Supplier Code of Conduct will be included in the tendering process documentation, and compliance with it will be a mandatory criterion evaluated by ASMO during the selection process.

To ensure adherence to this Supplier Code of Conduct, ASMO expects the Supplier to demonstrate compliance through transparent reporting and cooperation. ASMO reserves the right to check compliance with ASMO Supplier Code of Conduct through appropriate measures for example through self-assessment or risk-based audits.

20- Reporting Irregularities

The Supplier is requested to disclose to ASMO any current or potential incidents that may give rise to conflicts of interest, unethical or fraudulent behavior involving ASMO employees, or others connected to ASMO procurement or business contracts. ASMO values transparency and cooperation in inquiries or investigations related to such matters.

The Supplier and its employees are encouraged to report actual or potential violations of this Supplier Code of Conduct or other ethical concerns via email at **compliance@asmo.com**

ASMO is committed to addressing all concerns raised with the utmost confidentiality and encourages timely reporting of such issues to ensure prompt resolution.

21- Commitment

By signing this ASMO Supplier Code of Conduct, the Supplier explicitly agrees to comply with its principles. This Code establishes binding obligations, represents a minimum enforceable standard of best practices, and forms an integral part of all contracts between ASMO and its Supplier. Non-compliance will constitute a material breach of contract, subject to remedies as defined in the relevant Contracts.

Supplier Name

Name and title of the
authorized representative

Signature

Date

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