

Supplier Code of Conduct



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1.0

Purpose

This Supplier Code of Conduct (hereinafter referred to as the “**Code of Conduct**” or the “**Code**”) establishes a Code for all current and potential suppliers including vendors, manufacturers, contractors, sub-contractors, and any other service providers (hereinafter referred to as “**Suppliers**”) of Red Sea Global “**RSG**” and its subsidiaries (the “**Group**”).

The Code of Conduct contains the policies that relate to the legal and ethical standards of conduct that Suppliers must comply with and enforce the obligations set out in this Code of Conduct to their Suppliers and representatives, whenever they are involved in the Group’s business or related activities. Furthermore, this Code is intended to help Suppliers focus on areas of ethical risk, provide guidance to recognize and deal with ethical issues, provide mechanisms to report unethical conduct, and to help foster a culture of honesty and accountability.

All Suppliers contribute to the Group’s success by participating in a culture of compliance and understanding the policies that apply to the business, by embracing the Group’s commitment to integrity, and by acting to enforce applicable international standards, avoiding violations, and safeguarding the reputation of the Group.

Suppliers have a duty and personal commitment to the Group to uphold its common ideals, as set out in this Code, which will enable the Group to continue to prosper while keeping its reputation of a high standard of integrity and ethics.

2.0

Scope

This Code shall be applicable to all current and potential Suppliers who are registered with the Group and are seeking to provide goods, services, and personnel to the Group, or which are currently parties to agreement for such purposes with the Group or one of its contractors.

3.0

Code Acknowledgement

Each Supplier shall sign the attached herein acknowledgement form, upon entering into any contractual agreement with the Group, affirming that the Supplier has:

- Received a copy of this Code;
- Read and understood this Code; and
- Agreed to comply with this Code.

This Code extends to all tiers of the Supplier's supply chain, and Suppliers are expected to effectively communicate and enforce these standards downstream to ensure compliance.

4.0

Compliance with Laws, Codes and Regulations

The Group expects the Suppliers to be governed by and subject to all applicable laws, rules and regulations of the Kingdom of Saudi Arabia (hereinafter referred to as the "KSA").

Suppliers shall not carry out any conduct or activity that would expose the Group to a risk of penalties under any applicable laws and regulations or make any act or omission that will cause or lead the Group to breach any applicable laws or regulations. The Group expects its Suppliers to adhere to internationally recognized Environmental, Social, and Governance Standards and expects its Suppliers to use their best efforts to implement such standards with their Suppliers. Suppliers are encouraged to support, embrace and enact relevant Environmental, Social, and Governance standards where applicable. The details of specific requirements per category will be set out in tender documents.

Social

5.1 *Human Rights*

Suppliers must adhere to the human rights law of the KSA, the country in which they are operating in and all other applicable standards. The Group complies with all applicable laws regarding the treatment of our employees and other stakeholders.

We insist that our Suppliers also uphold these principles, and we are committed to working with all Suppliers as they undertake similar assessments of their own business and develop their own approach to respecting human rights.

5.2 *No Forced or Child Labor*

Suppliers that do business with the Group are prohibited from using slave or involuntary labor, of any kind including prison labor, debt bondage or forced labor by governments. Suppliers must not engage in human trafficking and must not use physical or psychological abuse, threats of violence, forms of violence, or other forms of physical or mental coercion.

Suppliers who undertake business with the Group must comply with all applicable child labor laws, including those related to hiring, wages, hours worked, overtime and working conditions. Only workers who meet the applicable minimum legal age requirement in the country where they are working may be hired by a Supplier.



5.3 *Diversity and Inclusion*

The Group believes in recognizing and valuing our differences to deliver superior results. Bringing together people of different races, gender, education, language, skill sets, and experience, enables ideas and innovation to flourish. discrimination or harassment against anyone based on an individual's: ethnic descent or national origin, race or color, gender, age, disability, or any other form of discrimination.

To best meet these expectations, Suppliers should have formal policies that prohibit harassment and discrimination and should periodically review hiring and promotion practices to ensure fair treatment.

Suppliers are expected to be inclusive and to ensure that their employees and other stakeholders are always treated with dignity and respect. The Group expects its Suppliers to prohibit

5.0

Social

5.4 *Anti-harassment*

The Group is committed to a working environment which is free from harassment, including discrimination, victimization, and bullying, and in which dignity of the individual is paramount. As such, all Suppliers are responsible for helping to ensure that individuals do not suffer any form of harassment.

5.5 *Recruitment, Wages and Hours*

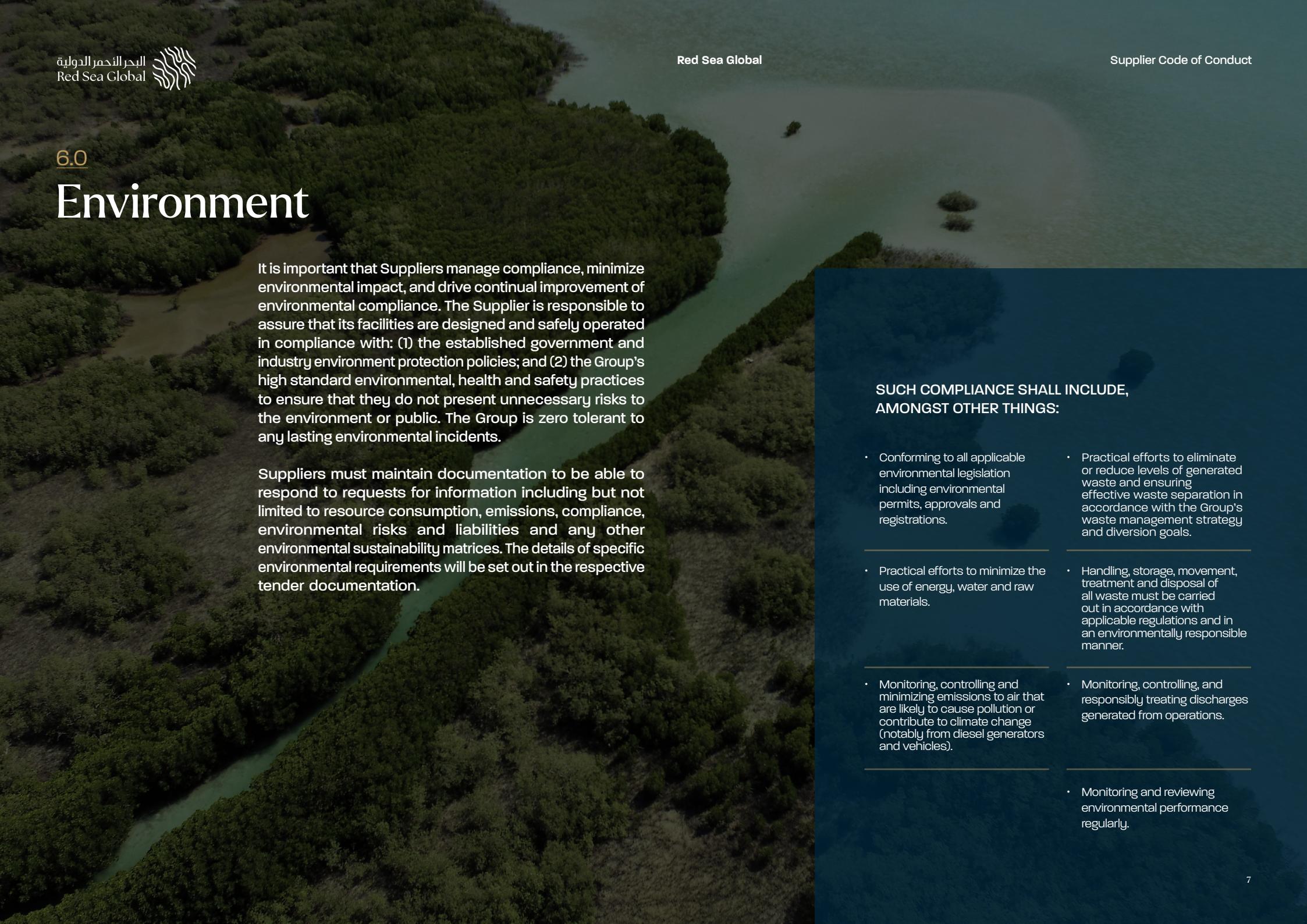
Suppliers must follow all applicable laws regarding recruitment, working hours, wages and overtime pay. Workers must be paid at least the minimum legal wage or wage that meets local industry standards. Suppliers should conduct operations in ways that limit overtime to a level that ensures humane and productive working conditions.

Suppliers must pay overtime, and any incentive rates required to meet standards. Workers should receive necessary time off, paid annual leave and holidays, as required by local laws.



6.0

Environment



It is important that Suppliers manage compliance, minimize environmental impact, and drive continual improvement of environmental compliance. The Supplier is responsible to assure that its facilities are designed and safely operated in compliance with: (1) the established government and industry environment protection policies; and (2) the Group's high standard environmental, health and safety practices to ensure that they do not present unnecessary risks to the environment or public. The Group is zero tolerant to any lasting environmental incidents.

Suppliers must maintain documentation to be able to respond to requests for information including but not limited to resource consumption, emissions, compliance, environmental risks and liabilities and any other environmental sustainability matrices. The details of specific environmental requirements will be set out in the respective tender documentation.

SUCH COMPLIANCE SHALL INCLUDE, AMONGST OTHER THINGS:

- Conforming to all applicable environmental legislation including environmental permits, approvals and registrations.
- Practical efforts to minimize the use of energy, water and raw materials.
- Monitoring, controlling and minimizing emissions to air that are likely to cause pollution or contribute to climate change (notably from diesel generators and vehicles).
- Practical efforts to eliminate or reduce levels of generated waste and ensuring effective waste separation in accordance with the Group's waste management strategy and diversion goals.
- Handling, storage, movement, treatment and disposal of all waste must be carried out in accordance with applicable regulations and in an environmentally responsible manner.
- Monitoring, controlling, and responsibly treating discharges generated from operations.
- Monitoring and reviewing environmental performance regularly.

7.0

Health & Safety

Suppliers must comply with all applicable laws regarding working conditions. This includes worker health and safety, hygiene and sanitation, driving safety, food safety, risk protection and electrical, mechanical and structural safety. Suppliers maybe subject to periodic audits to ensure their facilities and practices meet the Group's expectations for health, safety, and worker welfare.



THE GROUP EXPECTS SUPPLIERS TO SUPPORT A PRECAUTIONARY APPROACH TO HEALTH AND SAFETY AFFAIRS SUCH AS:

- Ensuring compliance with relevant health and safety and food safety regulatory requirements, as well as the Group's health and safety standards and processes.
- Appointing qualified and competent personnel to oversee the delivery of health and safety and food safety responsibilities.
- Conducting risk assessments to identify hazards, implement effective control measures, and ensure adherence to safe work practices.
- Providing health and safety training and awareness campaigns to improve safety knowledge and practices.
- Fostering a positive safety culture through active leadership involvement and commitment to health and safety.
- Working to set Key Performance Indicators to monitor compliance of health and safety practices.
- Ensuring robust health and safety incident reporting and investigation in line with the Group's health and safety requirements.
- Providing suitable and sufficient Personal Protective Equipment (PPE) tailored to the specific activity and risk.
- Identifying potential emergencies and establish a site-specific emergency response plan.

8.0

Community Engagement

Suppliers are encouraged to engage with, promote and contribute to the communities in which they operate to help foster social and economic development and sustainability.

9.0

Ethical Business Practices

Suppliers shall maintain the highest standard of integrity in business dealings with the Group. Ethical requirements include the following:

¹ First degree relatives (i.e. spouse, parents, son, daughter, brother and sister, half-brother, half-sister, step-parent, step-child). Second and third degree relatives (i.e. father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, uncle, aunt, cousins, brother-in-law, sister-in-law, nephew, niece).

9.1 *Business Integrity*

The Group strictly prohibits all bribery and corrupt payments, and all of its Suppliers must comply with the applicable laws and the Group's Anti-bribery and Corruption policy that prohibits giving anything of value to any person or entity where the purpose is to obtain an improper business advantage. This prohibition is applicable to-first¹, second- and third-degree relatives of both Suppliers and Group employees.

In-addition to financial benefits, bribery includes the transfer of anything of value including lavish entertainment or travel expenses, political or charitable donations, facilitation payments and kickbacks. The Group does not tolerate bribery in any form and is committed to conducting its business with integrity. The Group also reserves the right to refer such matters to public authorities, for possible criminal prosecution.

9.2 *Fraud*

The Group is committed to promoting honesty, and integrity and operates a zero-tolerance approach to fraud. All Suppliers are expected to share this commitment and lead by example in ensuring adherence to appropriate regulations, procedures, practices, and the Code.

9.3 *Anti-Money Laundering*

Suppliers shall not directly or indirectly engage in any form of money laundering and shall comply with any applicable Anti-Money laundering laws. Suppliers must implement Know Your Customer/Client (KYC) processes to mitigate any potential risk.

9.4 *Tax Evasion*

Suppliers will ensure that taxes are reported and paid on time to the relevant government authorities.



9.0

Ethical Business Practices

9.5 *Fair Competition Laws*

Suppliers must conduct their business in line with fair competition and in accordance with all applicable anti-trust laws. Suppliers shall not engage in collusive bidding, price discrimination, anti-competitive, antitrust, or other unfair trade practices. Suppliers must not discuss, collude, or agree to fix or control prices, restrict competition, share confidential information with competitors, or submit false bids to influence the bidding process.



9.6 *Ethical and Anticounterfeit Sourcing*

Suppliers shall source goods or services from third parties that meet, as a minimum, country of origin standards for health and safety, working hours, pay, employment conditions and environmental protection. Suppliers have a responsibility to know the origins of all parts and materials and to ensure that authenticity. Suppliers must respond to requests for information, regarding the source of any parts or materials.

9.0

Ethical Business Practices

9.7 *Conflict of Interest*

Suppliers must do business in a way that is open, transparent and with the highest integrity. Actual, potential, or perceived conflict of interest may exist if a Supplier's employee or his or her family member has a close relationship with a Group's employee, who can make decisions that will affect the relationship and dealings between the Supplier and the Group. For that reason, the Supplier must disclose these types of relationships to the Group before entering into negotiations and whenever they arise. The Group has a Conflict of Interest policy in place, which may prohibit certain transactions with Suppliers from proceeding or continuing.

The Supplier should notify the Group if any of its employees' family members work for the Group, have a financial interest in the Group, or have any kind of past or present business relationship with the Group through submitting a disclosure of interest form. To better ensure that such notifications occur, Suppliers should have policies regarding conflicts arising from personal relationships and the giving and receiving of gifts and other business courtesies.

9.8 *Gifts & Business Courtesies*

Suppliers must comply with the Anti-Bribery Law issued pursuant to Royal Decree No. M/36 dated 1412/12/29H. The Group also has strict rules relating to gifts in its Gifts and Hospitality policy, which limits the giving and receiving of gifts and business courtesies. Whilst the exchange of the courtesies such as meals, entertainment, and nominal gifts is a widespread practice, these exchanges must be occasional, causal, and token. Gifts, hospitality, and entertainment must never be offered or provided, which are intended or might be seen to influence business decisions or create an obligation to do something in return. All exchange courtesies should be appropriately recorded in the Suppliers books and records and be appropriate for the occasion.

Low value gifts (e.g., giveaways or token gifts such as branded pens, coffee mugs, small boxes of confectionery or small fruit baskets etc.) as well as larger items (e.g., large boxes of confectionery or larger gift hampers, etc.) may be accepted on behalf of a whole Division/Department of the Group. However, gifts from providers or tenderers must never be accepted during a tendering process. Cash and gifts or hospitalities that are cash equivalent (e.g., shopping coupons) must also never be given or accepted.

9.0

Ethical Business Practices

9.9 *Intellectual Property*

Each Supplier must ensure that its own supply network respects the intellectual property of others. Suppliers must take reasonable steps to ensure that their suppliers, through all tiers, safeguard sensitive information. Suppliers must avoid transmitting information from other customers to the Group without written permission. To the extent that contractual obligations agreed between the Group, and its Suppliers differ from this section, the provisions of the contract shall prevail.



9.10 *Confidentiality*

Suppliers shall preserve all confidential information in trust and confidence, and shall not under any circumstance use, disclose, communicate or convey, or conveyed, directly or indirectly, any such information, except as may be necessary in the performance of their duties, considering that any such exceptions should be governed by a signed Non-Disclosure Agreement by the receiving party of the information. Moreover, Suppliers shall not misuse or misappropriate confidential information whether directly or indirectly, or use them in any way, except as required under applicable laws.

10.0

Local Content

Suppliers are expected to align with the Group's commitment to Local Content by prioritising the use of locally sourced materials, services, and labor wherever possible and to comply with applicable local content regulations.

11.0

Cybersecurity Compliance and Data Protection

Suppliers shall implement all applicable cybersecurity and privacy safeguards that comply with relevant laws and regulations of KSA and the Group's cybersecurity policies. In the event of any unauthorised disclosure, leakage or use of personal data, suppliers shall promptly notify and work with the Group in good faith to mitigate the impact of any data incidents on the Group in compliance with the applicable data protection and privacy laws and regulations.

12.0

Monitoring and Compliance

The Group expects Suppliers to be responsible for complying with the requirements set forth in this Code of Conduct. The Group may conduct periodic reviews, inspections, and audits to ensure their compliance with the Code. Suppliers shall raise awareness among its employees to ensure adherence to this Code. No code or policy can anticipate every situation that may arise. However, the Group expects its Suppliers to exercise independent professional judgment and to deter wrongdoing in the conduct of all duties and responsibilities on behalf of the Group.

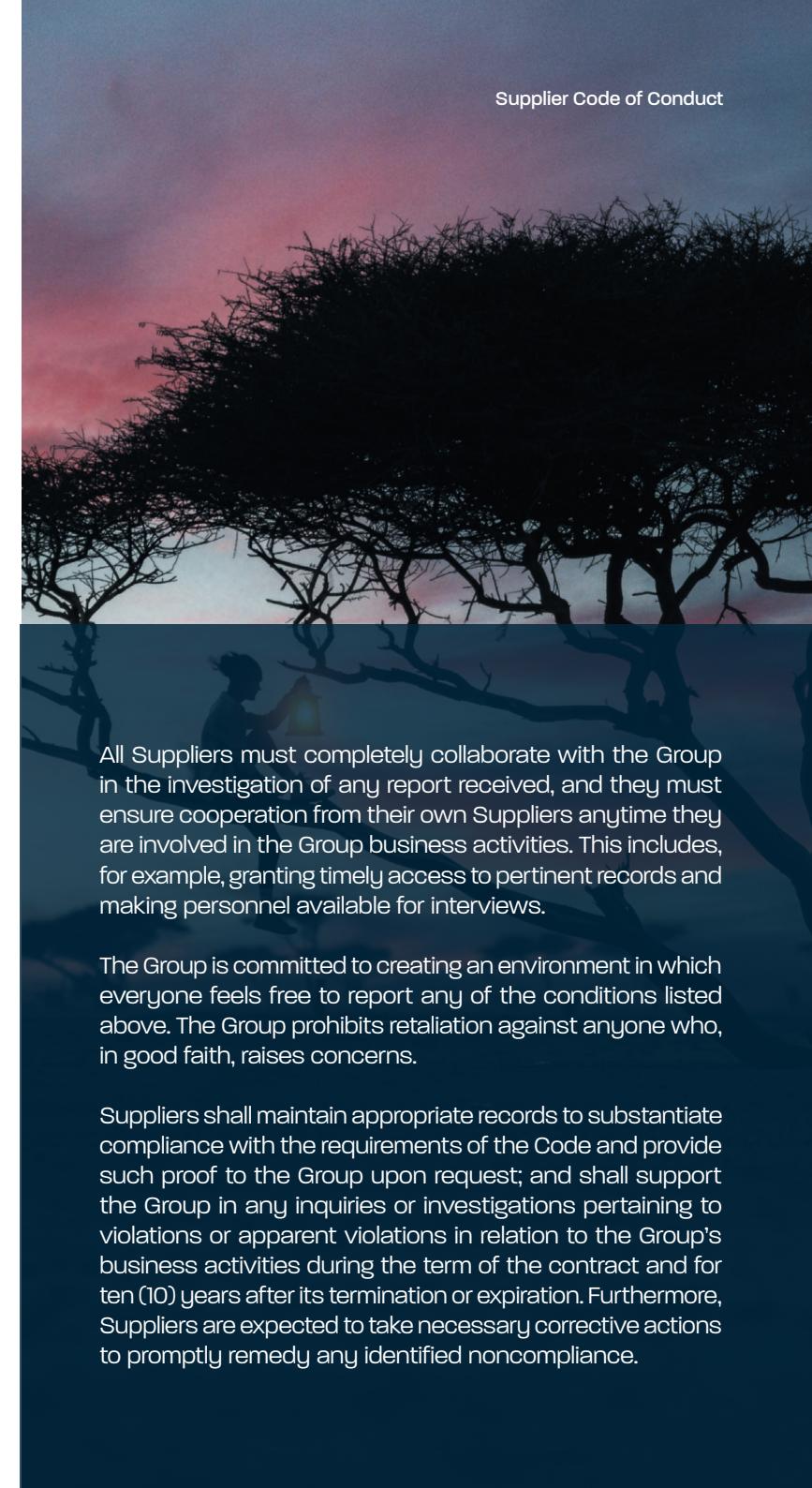
Suppliers have a responsibility to understand and follow this Code. In addition, all Suppliers are expected to perform their work with honesty and integrity in any areas not specifically addressed by the Code.

Duty to Report

Suppliers are required to immediately notify, and promptly disclose to the Group as soon as they become aware of any actual or potential violation of the Code, or any applicable laws, rules, or regulations.

Suppliers must instantly report any of these issues via one of the following resources:

- Their Group point of contact;
- The Group's Whistleblowing platform (operated by third party service provider) at www.blowthewhistle.redseaglobal.com
- The Group's Whistleblowing email: whistleblowing@redseaglobal.com



All Suppliers must completely collaborate with the Group in the investigation of any report received, and they must ensure cooperation from their own Suppliers anytime they are involved in the Group business activities. This includes, for example, granting timely access to pertinent records and making personnel available for interviews.

The Group is committed to creating an environment in which everyone feels free to report any of the conditions listed above. The Group prohibits retaliation against anyone who, in good faith, raises concerns.

Suppliers shall maintain appropriate records to substantiate compliance with the requirements of the Code and provide such proof to the Group upon request; and shall support the Group in any inquiries or investigations pertaining to violations or apparent violations in relation to the Group's business activities during the term of the contract and for ten (10) years after its termination or expiration. Furthermore, Suppliers are expected to take necessary corrective actions to promptly remedy any identified noncompliance.

14.0

Review & Amendments

The Compliance Department of the Group shall be responsible for maintaining, updating and publishing this Code. This Code shall be reviewed as and when required for effectiveness and adequacy. Any amendments to or waiver of this Code shall be made only by the Group's Compliance Department.

Appendix: Acknowledgement Form

Red Sea Global and its subsidiaries (hereinafter referred to as the "Group") is committed to the highest ethical and legal standards in the conducts of its business. The Group requires all registered vendors, manufacturers, contractors, sub-contractors and any other service providers, with whom the Group conducts business ("Suppliers" or "we") to acknowledge and agree to abide by the policies and principles set forth in the attached Group's Supplier Code of Conduct ("Code of Conduct").

The Group's Code of Conduct shall be acknowledged by Suppliers at the time of registration or, if previously and currently registered, at the time of submitting a request for registration renewal or submitting bids and proposals in response to the Group's invitations and solicitations to bid.

The Acknowledgement to the Group's Supplier Code of Conduct must be signed by an authorized representative of the Supplier or individuals acting as an attorney on behalf of the Supplier via an appropriate power of attorney that is consistent with the legal requirements of the Kingdom of Saudi Arabia.

We hereby acknowledge and agree to abide by the Group's Code of Conduct and to take all reasonable steps to make sure that employees, officers, directors, and agents of the Group are aware of and shall, at all material times, abide by the Supplier Code of Conduct when preparing and submitting bids and proposals for Group related work, when providing goods and services to the Group, and during the performance and administration of all agreements entered into with the Group.

COMPANY NAME

NAME

DATE

SIGNATURE

Red Sea Global

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 For People & Planet

