

Code of Business Conduct

(Applicable to Vendors, Manufacturers, Contractors, and Sub-Contractors)

Saudi Aramco Jubail Refinery Company SASREF is committed to the highest ethical and legal standards in the conduct of its business. SASREF requires all registered vendors, manufacturers, contractors and sub-contractors with which SASREF conducts business to acknowledge and agree to abide by the policies and principles set forth in the attached SASREF Code of Business Conduct.

This SASREF Code of Business Conduct shall be acknowledged by all vendors, manufacturers, contractors, and sub-contractors 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 SASREF's invitations and solicitations to bid.

Acknowledgement must be signed either by owners, or individuals acting as an attorney on behalf of the owner via an appropriate power of attorney that is consistent with the legal requirements of Saudi Arabia. It should be also authenticated by the relevant Chamber of Commerce.

Original acknowledgment form should be part of the signed agreement.

Potential or actual violations of this Code of Conduct and other ethical irregularities should be reported directly to the SASREF General Auditor by email, fax, or telephone as detailed on page 4 of this Form.

ACKNOWLEDGMENT

I, on behalf of _____ hereby acknowledge and agree to abide by the policies and principles of SASREF's Code of Business Conduct and to ensure that the employees, officers, directors, agents, representatives of _____ are aware of and shall abide by such policies and principles in the process of preparing and submitting bids and proposals for SASREF work, for provision of goods and services to SASREF, and during the performance and administration of all agreements entered into with SASREF for such purposes.

Authorized Signatory Name: _____ Signature: _____

Job Title: _____ Date: _____

SAP Vendor ID : _____

SASREF SUPPLIER CODE OF CONDUCT

SCOPE

This Code of Business Conduct establishes a Policy for all current and potential SASREF Suppliers. SASREF Suppliers include vendors, manufacturers, contractors, and sub-contractors who are registered with SASREF and seeking to provide goods, services, or personnel (including consultants) to SASREF or which are currently parties to agreements for such purposes with SASREF or one of its contractors.

INTENT

SASREF is committed to conducting its business in an ethical, legal, safe, and environmentally and socially responsible manner. SASREF requires each of its Suppliers to share and demonstrate this commitment and, therefore, has established this Code of Business Conduct. SASREF requires its Suppliers to consistently meet the following requirements in order to be considered for, to do, or continue to do business with SASREF.

Code of Business Conduct

Compliance with Laws, Codes, and Regulations

SASREF Suppliers must comply with all applicable laws, codes, and regulations as set forth in applicable procurement documents and agreements (including but not limited to proposals, invitations to bid, solicitations, and resulting contractual and purchasing agreements).

Environmental, Health, and Safety Practices

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. SASREF Suppliers shall maintain safe, sanitary, and healthy residential camp and living environments for all their employees.

Such compliance shall include, among other things:

- Obtaining and maintaining any necessary environmental permits.
- Proper handling and disposition of hazardous materials and refuse.
- Monitoring, controlling, and responsibly treating discharges generated from operations.
- Conducting appropriate employee safety training and providing adequate safety equipment.
- Maintaining records of safety training and monitoring safety performance.
- Ensuring Suppliers' employees comply with applicable health and safety rules and regulations and perform their duties and work in a manner which will not endanger themselves or others.
- Providing training required to promote sound public health and hygiene practices.

Ethical Business Practices

SASREF and its Suppliers shall conduct their businesses in accordance with the highest standards of ethical behavior. Suppliers are expected to conform to these requirements in each of the following areas:

Fair Trade Practices

Suppliers shall not engage in collusive bidding, price discrimination, anti-competitive, antitrust, or other unfair trade practices.

Ethical 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.

Relationships and Communications

SASREF Business Ethics Policy requires that all transactions are to be conducted fairly, honestly, and with integrity, according to the highest ethical standards. Abuse or violation of this Business Ethics Policy is considered dishonesty.

Suppliers and their personnel shall avoid even the appearance of unethical or compromising practices in relationships, actions, or communications with regard to existing or proposed business relationships with SASREF.

SASREF views it as a conflict of interest and improper business practice for current or former SASREF employees to utilize any confidential or proprietary business, technical, or other information obtained while in the service of SASREF to influence SASREF's existing or proposed commercial transactions for the purpose of gaining a personal commercial advantage, or benefitting any third party, or to otherwise damage SASREF, whether during or after leaving employment by SASREF.

Suppliers shall not encourage or utilize current or former SASREF employees in any manner which would cause them to disclose or provide any confidential, proprietary, or other restricted information obtained while employed by SASREF to influence SASREF's existing or proposed commercial transactions for the purpose of gaining a commercial advantage.

Suppliers shall not hire, employ, engage as a consultant, procure the services of, or allow acquisition of any ownership interest of the Supplier, except through a permitted passive investment, by any current SASREF employee. This restriction shall also apply to any former employee who has held a position within SASREF at the level of "department head" or higher. The restriction pertaining to former employees shall be valid for a period of two (2) years following the time that such individual is no longer an employee of SASREF.

Suppliers may seek exceptions to these restrictions from SASREF. Requests for such exceptions should be submitted in writing to the President. SASREF will take appropriate measures to detect any such improper business practices and will take appropriate action against current or former employees and Suppliers who violate these restrictions. Suppliers are expected to cooperate with SASREF investigations and to provide reasonable assistance as requested.

Bribery, Kickbacks and Fraud

No funds, assets, services, privileges, or benefits shall be paid, rendered, loaned, or promised for payment or otherwise dispersed by Suppliers or their representatives as bribes, "kickbacks", or other payments or inducements designed to influence or compromise the judgment or conduct of SASREF or its representatives.

Gifts, Gratuities and Hospitality

Suppliers and their personnel shall not offer or provide SASREF or its personnel with gifts, gratuities, or hospitality unless it involves nominal value and is in line with customary business practices. Nominal gifts are described as gifts of a general nature having a low value, including such items as logo inscribed pens, caps, shirts, and coffee mugs. 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 Suppliers to SASREF personnel which exceed nominal value or reasonable hospitality are reportable under internal SASREF policies and regulations. Items which are made available to the general public do not fall under this Policy.

For the avoidance of any doubt, SASREF pays for its employees' business expenses, Suppliers are not required or requested to incur or reimburse business expenses for SASREF employees.

Monitoring and Compliance

Suppliers shall be responsible for complying with the standards and requirements of this Supplier Code of Conduct and to monitor their own business activities. Suppliers shall conduct periodic internal reviews, inspections, and audits to ensure their compliance with this Supplier Code of Conduct and its applicable requirements. Additionally, Suppliers are responsible for ensuring that the standards and requirements of this Code are communicated and understood by their personnel working on or in support of SASREF projects, jobs, contracts, agreements, and orders. Suppliers will be held responsible for the conduct and actions of their employees.

The implementation of this Policy is a shared responsibility between SASREF and its Suppliers. Suppliers are to promptly disclose to SASREF, on a confidential basis, all current and potential incidents which give rise to the appearance of conflicts of interest and instances of unethical or fraudulent behavior by any party, including Supplier employees or SASREF employees, related to any SASREF procurement and contracts business. Suppliers are to cooperate with SASREF in any inquiries or investigations pertaining to past, current, or potential instances of unethical or fraudulent behavior or conflicts of interest related to any SASREF business activity.

Suppliers are to promptly notify SASREF when they become aware of any actual, or potential violation of this Code of Conduct and to communicate plans to correct and remedy such violation. Additionally, Supplier employees that become aware of violations of this Code of Conduct are to notify SASREF.

Potential or actual violations of this Code of Conduct and other ethical irregularities are to be reported directly to the SASREF General Auditor by email, fax, or telephone as follows:

- Email: GeneralAuditor.Directline@sasref.com.sa
- Phone: 03-357-2373

Tel +966 13 357 2000
Fax +966 13 358 0150
Email info@sasref.com.sa
P.O.Box 10088 Madinat Al Jubail,
Al Sinaiyah 31961, Saudi Arabia

Suppliers shall maintain appropriate records to substantiate compliance with the terms and conditions of this Code of Conduct and provide such evidence to SASREF upon request. SASREF or its designated representatives may engage in periodic monitoring activities to confirm Suppliers' compliance with this Code of Conduct. These monitoring activities may include on-site inspections of facilities, use of questionnaires, review of publicly available information, or other measures necessary to assess Supplier compliance with this Code of Conduct. Such monitoring activities may be performed in addition to any audit rights which may be set forth in an agreement with SASREF. A Supplier performance assessment will be used by SASREF as a factor in the selection of bidders, the administration of contracts and procurements, or to possibly restrict Supplier access to new SASREF business opportunities.

Based on the assessment of information made available to SASREF, SASREF reserves the right (in addition to all other legal and contractual rights) to disqualify any potential Supplier or to terminate any relationship with a current Supplier which SASREF has found to be in violation of this Supplier Code of Conduct, without liability.

Confidentiality

As part of the process of seeking to provide goods, services, or personnel (including consultants) to SASREF or in providing such goods, services, or personnel under the terms of an applicable Agreement, Suppliers may gain access to information or material which SASREF deems to be proprietary or confidential. Suppliers, in all instances, shall comply with the obligations of confidentiality which are set forth in the applicable request for proposal, invitation to bid, other solicitation document, or agreement by and between SASREF and the Supplier. SASREF views breaches of confidentiality and unauthorized disclosure or use of proprietary or confidential information very seriously and reserves the right (in addition to all other legal and contractual rights) to disqualify any potential Supplier or to terminate any relationship with a current Supplier SASREF has found to have violated its obligations of confidentiality.

All advertising, press releases, or printed matter that reference SASREF or a Supplier's relationship with SASREF must be approved by the SASREF Public Relations Department prior to publication or other use.

Application

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