

SECTION 1: SUMMARY AND PURPOSE

Al Futtaim Group is committed to conduct business in a professional and ethical manner, keeping people and environment at the forefront. As business partners, AFG holds its Suppliers to the same standards.

AFG strives to engage with its Suppliers whilst it expects its Suppliers to uphold this Code as a pre-condition to such partnership.

The standards set forth herein are non-negotiable minimum standards that AFG strictly requires its Suppliers to comply with when conducting or attempting to conduct business with AFG.

The scope of this Code shall include all Suppliers and their parents, affiliated, subsidiaries, and associated companies, as well as all the employees involved in any business transaction with AFG including permanent, temporary, contractors, and other third parties (collectively herein referred to as the “**Supplier(s)**”).

This Code is an extension to AFG Standards which is assumed to be understood and agreed by the Suppliers and their sub-tier suppliers prior to entering into business with AFG.

SECTION 2: ANTI-BRIBERY AND CORRUPTION

An act of bribery means granting or receiving a benefit unjustly to influence the behaviour of someone to gain commercial advantage. Bribery can be in a form of money, gifts, offering entertainments, hospitality, and other forms.

AFG is committed to stand against any act of corruption and strives to operate in a corruption-free environment. Hence, AFG Standards and the Internal Code explicitly state the same objective and AFG expects its Suppliers to use only legitimate and ethical business practices in undertaking their business activities with AFG and further to comply with local and international laws pertaining to anti-corruption and/or prohibiting the payment of bribes. Suppliers are also expected to implement and enforce the required practices and controls to ensure that their sub-tier suppliers fully comply with the obligations and pledges given under this section.

If, at any time during the course of business with AFG, the Supplier becomes aware of any actual or alleged incident of corruption or solicitation of a bribe by its own employees or AFG employees or otherwise, it must immediately report the same to AFG on the email address set forth herein under.

SECTION 3: TERMS AND DEFINITIONS

“**AFG**” is Al-Futtaim Group.

“**AFG Standards**” mean Al Futtaim Group policies, procedures, and standard terms and conditions.

“**Code**” means the code of ethics and conducts included in this document.

“**Conflict of Interest**” means a situation in which a person is in a position to derive personal benefit from actions or decisions taken by him/her that can possibly influence their decision (referred to as “**COI**”).

“**Internal Code**” is the established code of conduct and ethics for Al Futtaim employees.

“**Supplier(s)**” means Al Futtaim Group supplier(s) or service provider(s) and shall include their sub-tier suppliers.

SECTION 4: CONFIDENTIALITY

AFG expects from all its Suppliers to treat all the information provided by AFG within the course of business, including any information or materials that are not marked as confidential, as strictly confidential.

The Supplier shall not use any of such information or materials and shall not divulge or permit the disclosure thereof to any third party. The Supplier shall ensure that anyone who is given access to AFG information will keep it strictly confidential.

SECTION 5: CONFLICT OF INTEREST

Suppliers are expected to exercise reasonable care and due diligence when engaged in business activities with AFG to avoid both real and perceived COI. AFG expects its Suppliers to report any situation that may appear as a COI. Any potential COI shall be disclosed to AFG and written approval shall be given that states Supplier can continue operating in a situation that may be seen by AFG as a COI.

Close personal relationships between Suppliers and AFG employees should be avoided in order to foster a transparent relationship and positive working environment. Suppliers are expected to disclose if any of their employees is a relative or has a personal or business relationship with an AFG employee that might be a source of COI.

SECTION 6: GIFTS AND ENTERTAINMENT

It is not acceptable for the Suppliers to provide gifts, meals or entertainment, or any other form of benefit, to AFG employees as doing so might compromise, or appear to compromise, the ability to make objective business decisions in the best interest of AFG.

In line with AFG Standards, AFG employees, officers and directors must not accept, or permit any member of his or her immediate family to accept, any gifts, gratuities or other favors from any Supplier or other person doing or seeking to do business with AFG, other than items of

non-commercial value. Gifts of symbolic value, such as trophies and statues that are inscribed in recognition of a business relationship, may also be accepted.

SECTION 7: LABOR

Suppliers must understand the importance to uphold human rights and treat their workers with dignity and respect in accordance with the local labor law and the international standards. This applies to permanent and temporary workers.

Child labor is prohibited with no tolerance at all stages of business activities. The term Child should have the meaning as given to it in the pertaining law.

Forced or bonded or involuntary labor shall not be used at all stages of business. All workers must work voluntarily and shall be free to leave the work at any time or terminate their employment.

AFG is very keen to ensure the workers' rights are fulfilled. The Supplier shall embrace the same and follow a transparent and reliable system to record and monitor the working hours and wages of its workers. The Supplier's workers shall be paid a wage, of at least equal to the minimum wage set by the government.

AFG believes that a diverse workforce is a valuable asset and AFG is essentially encouraging the Suppliers to actively strive to promote and embrace diversity in regards to their own workforce.

The Suppliers should not discriminate in their hiring and recruitment practices, and should promote equal opportunities for all workers. This includes equal opportunities across criteria such as nationality, race, color, religion, gender, age, marital status or disability.

It is understood that in various countries and regions these principles can be modified to reflect national legal aspirations and requirements for positive discrimination in favor of citizens or disadvantaged groups.

SECTION 8: ETHICAL STANDARDS

AFG strives to build a corporate culture of integrity. Such culture is established around internal and external environment. The Internal Code constitutes the fundamental terms of the internal culture, and this Code forms the base of the external culture, altogether will establish the culture that AFG always strives to achieve.

AFG expects its Suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practice, including but not limited to extortion, fraud, or any form of collusion, forgery, or obtaining insider information to gain competitive advantage.

SECTION 9: ENVIRONMENT

AFG is committed to the protection of the natural environment, and to the safety of the communities in which it operates. AFG requires its Suppliers to act in a similar responsible manner to safeguard the environment by conducting operations in compliance with all applicable environmental legislation and other industrial standards, as well as continually seeking to minimize and where feasible eliminate all forms of pollution.

SECTION 10: HEALTH AND SAFETY

The Supplier must ensure that its workers are prevented from getting exposed to any severe health or safety hazards that are likely to form a risk of death or injury or illness. The Supplier shall also understand that ongoing education of workers is essential to mitigate health and safety issues in the workplace.

SECTION 11: SUB-SUPPLIERS

All the requirements included in this Code shall be communicated by the Supplier to all its sub-tier suppliers involved in providing products, materials or services for AFG.

The Supplier shall secure its right to perform audits to its sub-tier suppliers to ensure their compliance to this Code.

SECTION 12: DISCIPLINARY ACTIONS

Suppliers should have a clearly defined disciplinary code to ensure that all employees are treated with respect and dignity, and shall not subject employees to any form of harassment or abuse. The main objective of the disciplinary code should be to bring an employee back to acceptable standards of performance and behavior and not to discipline an employee or to terminate an employee.

SECTION 13: GENERAL CONDITIONS

In the event AFG determines that Supplier's efforts to comply with this Code have been deficient and the Supplier fails to cooperate in developing and implementing reasonable remedial steps for such deficiency, AFG reserves the right to take appropriate actions up to, and including, discontinuing purchases from this Supplier.

Nothing in this Code is intended to, in any way, grant any additional rights or expectations to Suppliers or, in any way, modify or otherwise limit any of AFG's contractual or legal rights.

SECTION 14: REPORTING CONCERNS

Any Supplier's concerns shall be addressed to AFG at the email outlined below:

supplierethics@alfuttaim.com