



SUPPLIER

CODE OF CONDUCT

1. Introduction

FNRCO is committed to doing business with the highest standards of ethics and integrity. FNRCO expects that its suppliers share this commitment fully.

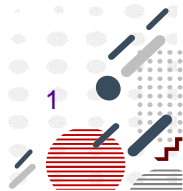
And FNRCO's Supplier Code of Conduct outlines the main principles and provides practical guidance on the scope and depth of this commitment to ethics and integrity.

2. Compliance with Laws and Regulations

Supplier shall comply with all applicable Laws and Regulations, the requirements set forth in this FNRCO's Supplier Code of Conduct Form.

3. Environmental, Health and Safety and Sustainability Practices

Supplier shall provide a safe and healthy workplace for its workforce consistent with the best available international standards of public health and hygiene and shall conduct its business in an environmentally friendly and sustainable manner.



4. Anti- Corruption

- Supplier shall prohibit by policy and proactively monitor its business activities to prevent any form of corruption.
- Bribery, extortion, embezzlement, fraud, kickbacks or any other similar unethical or unlawful conduct that might be directed towards solutions by FNRCO, any government or government official, or any private party.
- Supplier shall similarly prohibit and prevent any form of payment, loans, privileges, benefits, inducements or other transfers of anything of value directly or indirectly to FNRCO or its employees or their families that appear to be intended or designed to secure an improper or unethical advantage or to influence or compromise the objective judgment of FNRCO, its employees or representatives.

5. Gifts, Gratuities and Hospitality

Supplier and its employees shall not offer or provide any gifts or hospitality to FNRCO, any of its employees or their families.

6. Fair Trade Practices

Supplier shall not engage in any unfair or unlawful trade and commercial practices, including, without limitation, collusive bidding, price discrimination, or other anti-competitive or unfair trade practices.



7. Fair Employment Practices

Supplier shall ensure fair employment practices for its workforce by respecting the dignity, privacy and rights of its employees and contractors and refraining from:

- Unlawful discrimination.
- Use of child or forced labor.
- Exceeding applicable working time hours.
- Unfairly or inadequately compensating employees for their work.

8. Confidential Information and Intellectual Property

Supplier shall respect the following:

- Intellectual property (patents, trademarks, service marks, copyrights and trade secrets) of others, including that of FNRCO.
- Preserve and protect FNRCO trade secrets, proprietary information or other confidential information from inadvertent or intentional disclosure.



- Not solicit, encourage or induce any current or former FNRCO employees to disclose any FNRCO confidential, proprietary, trade secret or any other restricted information for any purpose.

Supplier understands and acknowledges that FNRCO considers any breach of confidentiality or unauthorized disclosure of intellectual property or confidential or proprietary information or material to be very serious and grounds for disqualification of the supplier or termination of the relationship.

9. Cybersecurity and Privacy

Supplier shall implement all applicable cybersecurity and privacy safeguards that comply with relevant laws & regulations in KSA. The implementation shall be assured to be effective and are no less rigorous than the cybersecurity and privacy industry practices such as ISO/IEC 27001, 27701, PCI, GDPR, NIST and equivalent standards.

10. Publicity

Supplier shall not initiate any public communications, press releases, or other forms of publicity that relates to FNRCO or to the Supplier's relationship with FNRCO without the advance, written approval of FNRCO Corporate Communications and Procurement Departments.

11. Conflict of Interests and Communications

- Supplier shall communicate fairly, honestly and transparently with FNRCO.
- Supplier shall promptly and proactively disclose to FNRCO any interests or circumstances that either actually conflict or might cause the appearance of a conflict with the best interests of FNRCO, including, for example: any personal, financial, or family relationships the Supplier or its employees may have with any employee at FNRCO.
- Supplier will cooperate with FNRCO in the management of any conflict of interests.

12. Sub-tier Suppliers

If a Supplier is authorized by FNRCO to sub-contract any part of the scope of work, then Supplier shall flow down this Code Form as part of the subcontract so that such sub-tier suppliers are bound to adhere to the requirements of FNRCO's Supplier Code of Conduct Form.

13. Reporting and Compliance

Supplier shall promptly report to FNRCO any suspected or actual violation of FNRCO's Supplier Code of Conduct Form through this email address: (compliance@fnrco.com.sa)

The Supplier shall cooperate with FNRCO in any inquiry, audit, or other investigation that FNRCO deems necessary relating to any suspected or alleged violation of this Code Form, regardless of whether the Supplier reported the suspected violation.

14. Monitoring

- FNRCO reserves the right to audit the Supplier to monitor its compliance with this Code. In addition to audits, FNRCO monitoring may include on-site visits and inspections, questionnaires and review of other information necessary to evaluate supplier compliance with FNRCO's Supplier Code of Conduct Form.
- Supplier shall cooperate in such audits or monitoring and, to the extent shortcomings are identified, take prompt and effective corrective action.
- Supplier shall maintain appropriate and relevant records pertaining to the scope of work supplier performed for FNRCO for a period of at least 10 Years after the date of final payment for the work.

Supplier acknowledges and understands that FNRCO's evaluation of supplier's adherence to FNRCO's Supplier Code of Conduct Form is an important factor in FNRCO's overall performance assessment of the supplier, and that FNRCO will consider that assessment in selecting future bidders, administering contracts and deciding whether to disqualify or restrict the supplier from future business opportunities.

15. Additional Requirements for Suppliers Registered in the Kingdom of Saudi Arabia

The supplier shall comply with all Laws, Regulations and Policies relating to:

- Saudization and jobs localization in Saudi Arabia that have support the employment of qualified Saudis in appropriate jobs.
- Preference for national origin products and services in accordance with the Favoring National Products Rules.

Acknowledgment of solutions by FNRCO Supplier Code of Conduct Form

I on behalf of (*The name of the Vendor as per the trade license / CR*)

Hereby acknowledge and agree to abide by the guideline and principles of FNRCO Vendor Code of Conduct during all current and future business dealing.

Authorized: _____

Signature: _____

Position: : _____

Date: _____

Important Instruction:

- Either 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 must sign this endorsement. If Supplier is foreign company, the company seal or signature will be sufficient.
- To submit this form via email at (vendor@fnrcocom.sa) along with supporting documents.



FNRCO

G R O U P

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