

Acknowledgment of Saudi Aramco's Supplier Code of Conduct

(Applicable to all suppliers, vendors, manufacturers, contractors, and sub-contractors)

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

This Saudi Aramco Supplier Code of Conduct shall be acknowledged by all suppliers, 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 Saudi Aramco's invitations and solicitations to bid. Saudi Aramco Supplier Code of Conduct shall be re-acknowledged by all suppliers, vendors, manufacturers, contractors, and sub-contractors once every three (3) years or whenever Saudi Aramco updates this Saudi Aramco Supplier Code of Conduct (Form-9677).

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 also be authenticated by the relevant Chamber of Commerce and then submitted through Saudi Aramco e-Marketplace by updating section 2.2 Code of Conduct of the supplier registration questionnaire.

Potential or actual violations of this Code of Conduct and other ethical irregularities should be reported directly to the Saudi Aramco General Auditor by email, fax, or telephone as detailed on page 5 of this form.

ACKNOWLEDGMENT

I, on behalf of _____ hereby acknowledge and
(the name of the supplier/vendor/manufacturer/contractor/sub-contractor)

agree to abide by the policies and principles of Saudi Aramco's Supplier Code of Conduct and to ensure that the employees, officers, directors, agents, representatives of

_____ are aware of and shall abide by such policies and
(the name of the supplier/vendor/manufacturer/contractor/sub-contractor)

principles in the process of preparing and submitting bids and proposals for Saudi Aramco work, for provision of goods and services to Saudi Aramco, and during the performance and administration of all agreements entered into with Saudi Aramco for such purposes.

Authorized Signatory Name: _____ Signature: _____

Job Title: _____ Date _____

SAP Vendor ID _____

Chamber of Commerce Authentication:

SAUDI ARAMCO SUPPLIER CODE OF CONDUCT

SCOPE

This Supplier Code of Conduct establishes mandatory guidelines for all current and potential Saudi Aramco Suppliers. Saudi Aramco Suppliers include vendors, manufacturers, contractors, and sub-contractors who are seeking registration or are registered with Saudi Aramco and seeking to provide goods, services, or personnel (including consultants) to Saudi Aramco or that are currently parties to agreements for such purposes with Saudi Aramco or one of its contractors. The term Saudi Aramco as used herein includes Saudi Aramco and its subsidiary companies or controlled affiliates.

INTENT

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

SUPPLIER CODE OF CONDUCT

Compliance with Laws, Codes, and Regulations

Saudi Aramco Suppliers must comply with all applicable laws, codes, and regulations as set forth in applicable procurement documents and agreements (including but not limited to technical specifications, 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. Saudi Aramco 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 true and accurate records of safety training, relevant certifications and licenses, and monitoring safety performance.
- Ensuring suppliers' employees comply with applicable health and safety rules and regulations, perform their duties and work in a manner that will not endanger themselves or others.
- Providing training required to promote sound public health and hygiene practices.

Ethical Business practices

Saudi Aramco and its suppliers shall at all relevant times conduct their businesses in accordance with the highest standards of ethical behavior. Suppliers are expected to have their 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 ethical business conduct such as conflict of interest, bribery and corruption, gifts and entertainment, fraud and similar misconduct, and reporting and whistleblower protection.

Suppliers are also expected to conform to the highest ethical standards in each of the following areas:

Antitrust / Competition Laws and Regulations

Suppliers shall comply with all applicable antitrust / competitions laws and regulations. Suppliers shall not engage in any practices and not enter into any agreements that violate antitrust / competition laws and regulations.

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.

Labor & Human Rights

Saudi Aramco suppliers shall ensure the basic human rights of employees, treating them with appropriate dignity and respect. Saudi Aramco suppliers shall, at all times, be in compliance with relevant labor law(s) of the Kingdom of Saudi Arabia, including but not limited to; forced labor, working hours, working conditions, living conditions (as may be applicable), minimum age, minimum wage, end of service benefits, and medical insurance.

Relationships and Communications

Saudi Aramco 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 Saudi Aramco.

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

All communications between supplier and Saudi Aramco shall, at all times, follow communication protocols as designated by Saudi Aramco.

Suppliers shall not encourage or utilize current or former Saudi Aramco employees in any manner, which would cause them to disclose or provide any confidential, proprietary, or other restricted information obtained while employed by Saudi Aramco to influence Saudi Aramco'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 Saudi Aramco employee. This restriction shall also apply to any former employee who has held a position within Saudi Aramco at the level of "department head" or higher. The restriction pertaining to former employees shall be valid for a period of one (1) year after the individual is no longer an employee of Saudi Aramco.

Suppliers may seek exceptions to these restrictions from Saudi Aramco. Requests for such exceptions should be submitted in writing to the Senior Vice President, Procurement & Supply Chain Management. Saudi Aramco 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 Saudi Aramco investigations and to provide reasonable assistance as requested.

Bribery, Kickbacks, and Fraud

Bribery is illegal everywhere Saudi Aramco conducts business and Saudi Aramco has zero tolerance for bribery or corruption in any form. Suppliers shall not tolerate, permit or engage in any form of bribery, corruption, or extortion nor shall suppliers tolerate or permit bribery, corruption or extortion by their personnel or suppliers. This is true whether you are working with government officials or individuals in the private sector.

- Do not offer bribes, kickbacks, or other payments designed to influence or compromise the conduct of Saudi Aramco or its employees.
- Do not offer bribes, or anything of value, to any person with the intent to obtain an improper advantage for yourself or Saudi Aramco.
- Do not use a third party to make or offer bribes, or anything of value, to any person with the intent to obtain an improper advantage for yourself or Saudi Aramco.
- Avoid even the appearance of unethical practices with regard to existing or proposed business relationships with Saudi Aramco.

Gifts, Gratuities and Hospitality

Suppliers and their personnel shall not offer or provide Saudi Aramco or its personnel with gifts, gratuities, or hospitality unless it involves a 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 Saudi Aramco personnel that exceed nominal value or reasonable hospitality are reportable under internal Saudi Aramco policies and regulations. Items that are made available to the general public do not fall under this policy.

For the avoidance of any doubt, Saudi Aramco pays for its employees' business expenses, suppliers are not required or requested to incur or reimburse business expenses for Saudi Aramco 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 and document 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 effectively communicated and fully understood by their personnel working on or in support of Saudi Aramco 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 Saudi Aramco and its suppliers. Suppliers are to promptly disclose to Saudi Aramco, 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 Saudi Aramco employees, related to any Saudi Aramco procurement and business contract. Suppliers are to cooperate with Saudi Aramco in any inquiries or investigations pertaining to past, current, or potential instances of unethical or fraudulent behavior or conflicts of interest related to any Saudi Aramco business activity.

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

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

- Email : generalauditor.hotline@aramco.com
- Fax: +966-13-873-7775.
- Phone: +966-13-874-3333.

Suppliers shall maintain appropriate records to substantiate compliance with the terms and conditions of this Code of Conduct and provide such evidence to Saudi Aramco upon request. Saudi Aramco 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 Saudi Aramco. A supplier performance assessment will be used by Saudi Aramco as a factor in the selection of bidders, the administration of contracts

and procurements, or to possibly restrict supplier access to new Saudi Aramco business opportunities.

Based on the assessment of information made available to Saudi Aramco, Saudi Aramco 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 that Saudi Aramco 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 Saudi Aramco or in providing such goods, services, or personnel under the terms of an applicable agreement, suppliers may gain access to information or material that Saudi Aramco deems to be proprietary or confidential. Suppliers, in all instances, shall comply with the obligations of confidentiality that are set forth in the applicable request for proposal, invitation to bid, other solicitation document, or agreement by and between Saudi Aramco and the supplier. Saudi Aramco 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 Saudi Aramco has found to have violated its obligations of confidentiality. All advertising, press releases, or printed matter that reference Saudi Aramco or a supplier's relationship with Saudi Aramco must be approved by the Saudi Aramco Communication Content & Channels Department prior to publication or other use.

Application

This Supplier Code of Conduct is a general statement of Saudi Aramco'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 Saudi Aramco and the supplier. In the event of a conflict between this Code of Conduct and any Saudi Aramco solicitation documents or applicable agreements, the terms of Saudi Aramco's applicable solicitation documents or agreements shall prevail. The requirements of this Code of Conduct are not subject to waiver. Neither Saudi Aramco, its suppliers, nor their personnel or representatives are authorized to propose or approve conduct inconsistent with this Code of Conduct.