Supplier Code of Conduct



Qatalum's Supplier Code of Conduct is based upon internationally accepted and advocated principles for ethical and legally compliant business practices. Qatalum has a systematic approach to the application of its Supplier Code of Conduct.

Qatalum requires that its business partners, including suppliers, contractors, consultants and agents ("Suppliers") comply with the standards and principles set out in this Supplier Code of Conduct and expects its Suppliers to enforce equivalent standards and principles within their own supply chain.

1. BUSINESS PRACTICES

Compliance with laws

Suppliers will at a minimum comply with all applicable laws and regulations.

Corruption, Bribery and Improper Business Conduct

Suppliers will not engage or be complicit in, or encourage any activity, practice or conduct that would be an offence under, or breach of, any applicable laws relating to corruption and bribery.

Suppliers will not, in order to obtain or retain business or other advantage in the conduct of business, offer, promise or give anything of value or an undue advantage to a public official or to any third party to influence such person to act or refrain from acting in relation to the performance of her/his duties. Suppliers shall not initiate or encourage facilitation payments on behalf of Qatalum. The foregoing applies regardless of whether the advantage is offered directly or indirectly.

Suppliers will not offer, promise, give, request or accept gifts, favours or hospitality which are more than modest, both with respect to value and frequency, or are inappropriate with respect to time and place. Suppliers will not offer, give, request or accept any gifts, favours or hospitality whatsoever in connection with tender or contract negotiation/award processes.

Conflict of Interest

Suppliers will not request, accept or receive anything of value or an undue advantage that may influence their decisions, nor take part in or seek to influence any decision where there are related circumstances, factors or relationships (business, personal, economic or otherwise) that could give rise to an actual or perceived conflict of interest. If, a conflict or risk of conflict of interest arises, Suppliers undertake to notify the Company immediately in writing of that conflict or risk and take any steps that Company reasonably requires to resolve the conflict or deal with the risk.

Competition

Suppliers will not enter into, seek to enter into or otherwise engage in any form of agreement, arrangement or activity that would be a breach of applicable competition laws and regulations.

Money laundering

Suppliers shall be firmly opposed to all forms of money laundering and shall take steps to prevent their financial transactions from being used by others to launder money or finance terror.

Trade Sanctions

Suppliers shall comply with trade sanctions relevant for the engagement with $\mbox{\it Qatalum}.$

Data Privacy

Suppliers shall comply with applicable data protection legislation.

2. HUMAN RIGHTS AND WORKING CONDITIONS

Human Rights

Suppliers shall respect and support human rights affected by its operations. Suppliers shall take appropriate action to assess, prevent and remedy potential adverse impacts on human rights in a manner that is consistent with international instruments on human rights.

Forced Labour and Recruitment

Suppliers will not employ people against their will or use recruitment agencies who charge workers for recruitment. Workers shall not be charged any "start-up" costs, including but not limited to costs of pre-medical checks, obtaining Entry Visas, Residence Permit/Work Permit, Insurances or other similar expenses.

Each employment contract must be in a language each worker understands and provided to each worker in their home country prior to departure to Qatar and identical each contract in Qatar.

Working Hours

Suppliers will comply with all applicable laws, regulations and agreements regarding working time, including overtime working hours, public holidays and paid vacation.

Child Labour

Suppliers will not employ children except if such employment is expressly permissible according to applicable law. Suppliers will not employ persons below the age of 18 in any form of hazardous work.

If any child is found working for a Supplier and it is not according to the exceptions in the ILO convention on child labor (No. 138), steps shall immediately be taken to remedy the situation in accordance with the best interests of the child.

Non-Discrimination/Harassment

Suppliers shall not support and shall actively prohibit any form of discrimination or harassment, including, but not limited to race, color, gender, sexual orientation, language, religion, political or other opinion, national or social origin. Suppliers shall promote equality of opportunity or treatment in employment and occupation.

Supplier Code of Conduct



The display or distribution of offensive/derogatory material is also strictly prohibited.

Grievance Procedure

Workers shall have opportunity to affect the safety of their working conditions and to register complaints via a grievance procedure mechanism which is accessible, predicable, equitable and transparent.

Document Retention

Suppliers will not require workers to lodge identity papers or deposits (financial or otherwise) as a condition of their employment.

All workers must have possession of their passports in line with Oatari Law.

Employment Conditions

Suppliers shall secure a healthy and safe working environment for all their personnel and follow prevailing regulatory standards and industry norms to minimize health and safety risks. This shall include compliance to applicable laws and regulations, international standards and the ILO Conventions on Occupational Health and Safety.

Suppliers shall ensure that their personnel understand the hazards and safe practices for their work, and authority to refuse or stop unsafe work. Whenever necessary personnel are to be provided with, and instructed to use, appropriate personal protective equipment. Suppliers shall provide adequate and regular training to ensure that personnel are adequately educated on health and safety issues.

Workers shall have opportunity to affect the safety of their working conditions and to register complaints.

Wages

Workers will be paid in a timely manner (every month before the 5th of the month) and shall be issued pay slips. Suppliers shall comply with applicable laws and regulations (e.g. WPS in Qatar) and the relevant Embassy's guidelines for payment of salaries.

Basic salaries paid to workers shall be the greater of: (i) the basic salary offered to the worker at recruitment; (ii) the minimum basic salary specified by the relevant Embassy; k(iii) the minimum basic salary, if any, mandated by Qatalum in the contract.

3. LOCAL COMMUNITY

Qatar Specific Requirements

Qatar based Suppliers shall comply with the Qatalum Accommodation Requirements which provide, among other things, minimum requirements for accommodation, food, transport, medical and employee insurance.

Local Customs

Suppliers will respect local religious and cultural customs and the rights and integrity of local communities.

4. ENVIRONMENT AND CLIMATE

Suppliers shall ensure that their operations are compliant with the environmental laws, regulations, legal agreements and permits relevant to the geographic locations of its facilities. Suppliers shall strive to minimize the adverse environmental and climate impacts of their activities, products and services. To the extent applicable to Supplier's operations, Suppliers shall demonstrate an established methodology for identifying and mitigating their material environmental risks.

Suppliers shall seek to implement environmentally friendly technologies and processes in their activities to ensure the sustainable use of natural resources, safe handling of waste and chemicals, and reduced emissions to air and water.

Suppliers shall remedy, at their own cost, any damage to the environment caused by Supplier or any party under Supplier's control