

HOLDING – COMPLIANCE

Supplier Code of Conduct

V1.3 – September 2021

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A. PREAMBLE

Majid Al Futtaim Holding LLC is a limited liability company incorporated in the Emirate of Dubai, United Arab Emirates. Majid Al Futtaim Holding operates through various Affiliate entities including but not limited to Majid Al Futtaim Retail LLC, Majid Al Futtaim Properties LLC, Majid Al Futtaim Lifestyle LLC, Majid Al Futtaim Leisure, Entertainment and Cinemas, and Majid Al Futtaim Global Solutions LLC and other Affiliates in and outside United Arab Emirates (“Majid Al Futtaim”, “we”, “us”, “our”). For the purpose of this Code an Affiliate of Majid Al Futtaim is an entity Controlling or Controlled by or under direct or indirect common control with Majid Al Futtaim Holding LLC.

For the purpose of this Supplier Code of Conduct (the “Code”), any individual or party supplying or intending to supply any goods or providing any services of any nature and in any capacity to Majid Al Futtaim shall be considered, and referred to in this Code, as “Supplier”, “you”, “your”.

B. INTRODUCTION

This Code sets forth the general principles and minimum standards of conduct that Majid Al Futtaim expects suppliers, future potential suppliers & bidders, their employees and subcontractors to meet in relation to the provision of goods and services to Majid Al Futtaim. To support compliance with this Code, suppliers should ensure that the Code is shared with all individuals assigned to perform work for or on behalf of Majid Al Futtaim, and that all Majid Al Futtaim-related tasks are executed by individuals with the skills, expertise and certifications necessary to uphold the principles and meet the standards of this Code.

C. EXPECTATIONS, MONITORING AND COMPLIANCE

Majid Al Futtaim regards its suppliers and future potential suppliers and bidders as a critical and necessary extension to its mission, operations and future success and expects their full commitment to making compliance and ethics a top priority as they work with us. Therefore, Majid Al Futtaim may from time to time require suppliers to demonstrate that they are in compliance with this Code of Conduct. Failure to comply with the expectations outlined in the Code of Conduct may result in termination of your assignment and/or contract with Majid Al Futtaim.

To support the compliance with this Code, suppliers are required to:

- a) sign and return the Supplier Declaration appended to this Code as Appendix 1 (the “Supplier Declaration”) to acknowledge that the Supplier has carefully read and understood this Code and agrees to abide by and adhere to it. Accepting goods or services from any Supplier that has not signed or returned the Supplier Declaration shall not constitute a waiver of the requirements of the Code or any of the rights or remedies available to Majid Al Futtaim. By

providing goods or services to Majid Al Futtaim the Supplier agrees to fully adhere to the Code and any amendments to it.

- b) Majid Al Futtaim expects all direct Suppliers (Tier 1) to ensure that all of their downstream suppliers and subcontractors abide by this Code.
- c) This Code is also applicable to bidders and therefore future potential suppliers who have not yet entered into an actual business relationship with Majid Al Futtaim but are in the process, through either a:
 - a pre-qualification and enlisting process, or
 - bidding in a competitive tendering/negotiation exercise.
- d) Majid Al Futtaim may at any time, with or without reason, decide to exercise its audit rights set forth in Section F of this Code.

D. GENERAL PRINCIPLES

Compliance with Local Laws & Regulations

All Suppliers must operate in full material compliance with all applicable laws and regulations and other legal requirements of the respective countries in which they operate or where goods and services are delivered. If any standard set forth in this Code is, in the Supplier's own judgment, deemed to violate any applicable laws, the Supplier must advise Majid Al Futtaim promptly in writing while it continues to comply with the principles of the Code until the matter is finally concluded by Majid Al Futtaim.

Harassment & Non-Discrimination

Suppliers are expected to ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.

Suppliers are expected to provide equal employment opportunities to employees and applicants for employment without discrimination, and shall not tolerate acts, including by passive means, that exhibit or insinuate discrimination, harassment, hate, or disrespect of or against others, or any such acts including slurs, or jokes whenever based on race, colour, creed, religion, nationality, origin, age, gender, marital status or mental or physical disability.

Workers' Rights

Majid Al Futtaim is strongly committed to ensuring that the products and services we provide are produced in a way that respects human rights and the environment and protects the fundamental dignity of workers. We engage with suppliers that are committed to these same principles, and we set exacting standards for suppliers of goods and services for Majid Al Futtaim and its Affiliates.

Majid Al Futtaim labour practices ensure the protection and enhancement of labour standards amongst workforce, contractors and direct suppliers, irrespective of the countries in which it operates, and makes a number of commitments pertaining to wages and benefits, working hours, annual leave, insurance, basic workers' rights, child labour, forced labour, health and safety, labour accommodation and education.

Health & Safety (Public Safety, Occupational Safety & Vehicle Safety)

- A Supplier must identify and manage all material public safety risks and hazards associated with any activity, service or product deployed in the execution of a service for or on behalf of Majid Al Futtaim.
- A Supplier must identify and manage all material occupational health and safety risks and hazards associated with any activity, service or product deployed in the execution of a service for or on behalf of Majid Al Futtaim (e.g. via risk assessments and job safety analysis).
- A Supplier must ensure that all vehicles used, and transportation activities undertaken in the execution of Majid Al Futtaim business are materially compliant with applicable laws, regulations, and codes.

Conflict of Interest

All Suppliers must avoid any situation or relationship that may involve an actual or perceived conflict of interest with Majid Al Futtaim. As a supplier or future supplier to Majid Al Futtaim, any conduct or relationship that could present an actual or perceived conflict with Majid Al Futtaim's interest should be disclosed to Majid Al Futtaim in a formal written document, at the time of signing this document or immediately as the conflict of interest arises. A conflict of interest might include, but not limited to, the following examples:

- a significant ownership or other substantial financial interest in any entity that stands to benefit from the Supplier's business relationship with Majid Al Futtaim.
- a Supplier offering a Majid Al Futtaim employee a consultancy, directorship, freelance commercial opportunity, or other financial or professional opportunities.
- a Supplier's employment of or close connections to a government official who has influence over matters that could reasonably be expected to affect Majid Al Futtaim's business.
- a Supplier's company owner or representative that was previously employed in Majid Al Futtaim.
- a Supplier's company owner or representative that has a relation with any Majid Al Futtaim employee and/or internal stakeholder up to the 2nd degree.

Business Integrity

Suppliers must prohibit the offer or acceptance of any forms of bribery, kickback, facilitation payment, corruption, extortion, improper charge, and embezzlement. Our suppliers must also not engage in bribery with anyone (including but not limited to government officials or any Majid Al Futtaim employees) for any reason. This includes offering, promising, giving, or accepting anything of value to obtain or provide undue or improper advantages to anyone for any reason. Suppliers must report any actual or suspected violations of these requirements to Majid Al Futtaim's Risk & Compliance department directly or do so via the confidential Ethics Hotline [Refer to Clause F].

The Supplier must compete strictly based on the merits of their products and services. Supplier must never offer, promise, authorise, or provide, directly or indirectly, anything of value (including, without limitation, business gifts and/or courtesies) with the intent or effect of inducing Majid Al Futtaim employees to forego their duties and provide unfair business advantage to the Supplier and/or higher-tier or sub-tier supplier. Accordingly, the Supplier must, and must ensure that its employees, representatives, and subcontractors dealing directly or indirectly with Majid Al Futtaim, comply with these standards and other applicable laws and regulations relating to anti-corruption or bribery.

Gift, Hospitality & Entertainment (GHE)

Majid Al Futtaim prohibits suppliers, future potential suppliers and bidders from offering, receiving or giving our employees gifts, services, discounts, gratuities, payments of fees, bribes, entertainment or other benefits or items of value (collectively "gifts") or other favours that influence, or appear to influence, the performance of their duties or assist the Supplier in obtaining undue or improper advantage. Similarly, Majid Al Futtaim employees must abide by the local laws and the Company GHE policy for any exchange of Gifts, Hospitality & Entertainment. Majid Al Futtaim forbids its employees, as well as members of their immediate families, from accepting or giving gifts from suppliers doing business with or seeking to do business with Majid Al Futtaim that influence or appear to influence the performance of their duties.

Legal Compliance & Governance

Majid Al Futtaim expects its suppliers to comply with all applicable laws, including but not limited to anti-money laundering, sanctions, anti-terrorist financing, anti-corruption and competition laws.

Business continuity

Majid Al Futtaim expects its suppliers have adequate business continuity processes in place to recover operations in case of business disruptive events.

Data Protection & Confidentiality

Privacy and information security are of utmost importance to Majid Al Futtaim. All Suppliers should use personal information, confidential information, and intellectual property only as permitted under their contracts with Majid Al Futtaim. Suppliers must immediately notify Majid Al Futtaim of any unauthorized use of our intellectual property and/or confidential information.

Suppliers must protect all data received from Majid Al Futtaim in accordance with industry recognised good security practises, regulations, and contractual obligations, and must implement appropriate physical, organisational, and technical controls to protect such data from unauthorised access, use, modification, destruction, and disclosure.

If required by Majid Al Futtaim, suppliers that process personal data on behalf of Majid Al Futtaim shall enter into a Data Processing Agreement (“DPA”), which specifies their obligations.

A Non-Disclosure Agreement (“NDA”) or similar confidentiality provisions in contractual agreements must be completed by the Supplier prior to exchange of any confidential data between the parties.

To the extent any confidential information is unintentionally disclosed to any Supplier or otherwise made available to such Supplier due to an error, omission, negligence or otherwise, the Supplier must immediately (i) notify Majid Al Futtaim, (ii) take all reasonable measures to prevent any further distribution or access to the confidential information, and; (iii) destroy any materials containing the confidential information unless otherwise instructed to return it to Majid Al Futtaim.

Intellectual Property

Suppliers shall respect the intellectual property rights of others, including Majid Al Futtaim. Suppliers must comply with all applicable laws governing intellectual property rights, including intellectual property designated as a trade secret, as confidential, or that is subject to patents, copyrights, or trademarks restrictions.

E. SUSTAINABILITY

At Majid Al Futtaim, our Dare Today, Change Tomorrow sustainability strategy supports us in driving change across our business, to ensure that we can reach our future goals. Majid Al Futtaim conducts its business operations in full compliance with applicable sustainability regulations, requirements and international best practice. As such, Majid Al Futtaim strives to become one of the most sustainable companies globally and therefore actively seeks suppliers and service providers that adhere to its sustainability vision. This document should be read in conjunction with Majid Al Futtaim Sustainable Procurement Policy.

F. REPORTING MISCONDUCT

Majid Al Futtaim expects all Suppliers and their employees to promptly report any actual or suspected unethical or unlawful conduct by any Majid Al Futtaim employee through Majid Al Futtaim's independent confidential Ethics Hotline.

Website: <http://www.maf.ethicspoint.com/>

All matters reported will be received and handled on confidential basis. When reporting, the Supplier has the option to either remain anonymous or disclose its identity. The name and/or identity of the reporting party are considered confidential and, if carried out in good faith, a company or person may not be disadvantaged in any manner as a result of reporting a suspected incident.

G. RIGHT TO AUDIT

In addition to conducting due diligence (such as but not limited to trade license, identification of company owners, board members, etc.) prior to the execution of the agreement to ensure that it meets our business needs and the requirements of this policy, Majid Al Futtaim reserves the right to conduct audits or assessments of its suppliers to confirm that the requirements set out in this Code of Conduct are in force. Failure to permit such an audit may result in the termination of any supply contract. Details of how this audit right may be exercised may be further detailed in the contractual agreements with the suppliers if required.

Should any audit or assessment identify non-compliance with this Code, the supplier will be required to provide a detailed remedial action plan within thirty days, which must be presented to the relevant Majid Al Futtaim Risk and Compliance department. If the identified nonconformities are considered gross by Majid Al Futtaim or the remedial action not appropriate, Majid Al Futtaim reserves the right to take appropriate steps regarding the relationship including termination. The right to audit may be performed up to two years post completion of the contractual agreement. The Supplier will dedicate and make available all such personnel, facilities and other resources as may be necessary for any audit carried out by Majid Al Futtaim pursuant to this Code. The costs of any such audit shall be borne by Majid Al Futtaim.

H. REMEDIAL ACTION

Majid Al Futtaim may take appropriate legal action against Suppliers deemed to have violated this Code. In addition to any rights and remedies as may be available to Majid Al Futtaim under its contract with a Supplier, violations of this Code may result in remedial action up to and including the termination of your contract.

I. DISCLAIMER

The foregoing Supplier Code of Conduct requirements are subject to modification at the discretion of Majid Al Futtaim. Please contact the Majid Al Futtaim manager you work with or any Majid Al Futtaim Risk & Compliance resource if you have any questions about these requirements and/or their application to particular circumstances. Each Majid Al Futtaim supplier is responsible for ensuring that its employees and representatives understand and comply with these standards. Majid Al Futtaim will only do business with those Suppliers that comply with applicable legal and regulatory requirements and reserves the right, based on its assessment of information available to Majid Al Futtaim, to terminate, without liability to Majid Al Futtaim, any pending purchase order or contract with any Supplier that does not comply with the standards set forth in this Code.

Notwithstanding anything to the contrary any Affiliate of Majid Al Futtaim may enforce any of the provisions of this Code against the Supplier under, amongst other provisions, article 254 of UAE Federal Law No. 5 of 1985 promulgating the Civil Code of the UAE or similar legal provisions in other jurisdictions. However, all liabilities and obligations of an Affiliate of Majid Al Futtaim under a specific engagement of a Supplier are several to that specific Affiliate and not joint.

APPENDIX 1 – SUPPLIER DECLARATION

I, the undersigned, authorized signatory for [Name of the Supplier], acknowledge that I have carefully read and understood the Majid Al Futtaim Supplier Code of Conduct and confirm that [Name of the Supplier] agrees to abide by and adhere to all of its terms and conditions.

Company Name: _____

Legal Representative Name: _____

Job title: _____

Date: _____

Signature: _____