

## IMPORTANT DOCUMENT - PLEASE RETURN SIGNED ACKNOWLEDGEMENT

### Acknowledgement of Aramco Europe B.V.

#### Supplier Code of Conduct

(Applicable to Suppliers and other relevant counterparties, as defined in the Aramco Europe Supplier Code of Conduct)

**Aramco Europe B.V. (Aramco Europe)** is committed to maintaining the highest ethical and legal standards in the conduct of its business. Aramco Europe requires all Suppliers, as defined in the Aramco Europe Supplier Code of Conduct, to acknowledge and comply with the standards and requirements set out in this Supplier Code of Conduct.

Suppliers shall acknowledge this Aramco Europe Supplier Code of Conduct at the time of registration with Aramco Europe and, for existing registered Suppliers, at the time of registration renewal, submission of a bid or proposal, or at such other time as Aramco Europe may reasonably request, including following a material update to this Supplier Code of Conduct.

Potential or actual violations of this Supplier Code of Conduct and other wrongdoings or ethical irregularities on the side of a Supplier are to be reported directly to Aramco Europe Internal Audit by email: [chiefauditorhotline@aramcoeurope.com](mailto:chiefauditorhotline@aramcoeurope.com) or hotline: **+31 88 262 3000**. Any (suspicion of) wrongdoing on the side of Aramco Europe may also be reported directly to Aramco Europe Internal Audit by email: [chiefauditorhotline@aramcoeurope.com](mailto:chiefauditorhotline@aramcoeurope.com) or hotline: **+31 88 262 3000**.

#### ACKNOWLEDGEMENT

I, on behalf of ....., hereby acknowledge  
[Insert name of organisation of the Supplier]

Aramco Europe B.V.'s (Aramco Europe) Supplier Code of Conduct and ensure that the employees, officers, directors, agents, and representatives of

..... are aware of and abide by it  
[insert name of organisation of the Supplier]

in connection with all dealings with Aramco Europe, including prior to and during the performance of any agreement entered into with Aramco Europe.

#### **Authorized Signatory:**

Name (printed) .....

Signature .....

Job Title .....

Date.....

Aramco Europe Vendor ID (if applicable) .....

## Aramco Europe SUPPLIER CODE OF CONDUCT

### **I. SCOPE**

This Supplier Code of Conduct establishes the standards of conduct and business practices expected of all current and prospective Suppliers of Aramco Europe B.V. ("Aramco Europe").

"Supplier" means any current or potential third party that conducts, seeks to conduct, or is otherwise involved in business or other dealings with Aramco Europe, including vendors, manufacturers, contractors, sub-contractors, business partners, donation recipients, and any other third party providing or seeking to provide goods, services, personnel (including consultants), sponsorship, charitable or other support, or other forms of cooperation to or with Aramco Europe.

The term "Aramco Europe" as used herein includes Aramco Europe B.V., any entities managed or controlled by Aramco Europe, and any affiliated or other group companies for which Aramco Europe provides procurement, contracting, onboarding, administrative or other support services, including but not limited to Saudi Arabian Oil Company ("Saudi Aramco" or "Aramco"), to the extent such entities are beneficiaries of, or otherwise receive services, goods or other benefits under, agreements entered into or administered by Aramco Europe.

### **II. INTENT**

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

### **III. SUBCONTRACTORS**

Suppliers that seek to engage sub-contractors to provide goods, services, or personnel (including contractors) to Aramco Europe will only engage sub-contractors with prior written approval by Aramco Europe and must contractually impose the policies and principles set forth in the Aramco Europe Supplier Code of Conduct on such sub-contractors and provide evidence of such at the request of Aramco Europe.

### **IV. SUPPLIER CODE OF CONDUCT**

#### Compliance with Laws, Codes and Regulations

Aramco Europe Suppliers must comply with all applicable laws, codes and regulations as set forth in applicable procurement documents and agreements (including but not limited to proposals, invitations to bid, solicitations, and resulting contractual and purchasing agreements).

Suppliers shall respect internationally recognized principles relating to responsible business conduct and shall implement measures appropriate to the nature, scale and risk profile of their activities to identify, prevent, mitigate and, where appropriate, remediate adverse human rights and environmental impacts. Relevant principles include:

- the UN Guiding Principles on Business and Human Rights.
- the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct and the OECD Due Diligence Guidance for Responsible Business Conduct; and
- the ILO Declaration on Fundamental Principles and Rights at Work.

### Environmental, Health and Safety Practices

Suppliers shall ensure that facilities and operations used in connection with goods or services provided to Aramco Europe are designed, maintained and operated in compliance with applicable environmental, health and safety laws and requirements and do not create unreasonable risks to workers, the public or the environment. Suppliers shall maintain safe, sanitary and healthy working and, where provided by the Supplier, living conditions for their employees and contractors.

Such Supplier compliance shall include, among other things:

- Obtaining and maintaining environmental permits and authorisations required for the Supplier's activities.
- Ensuring safe handling, storage, transportation and disposal of hazardous materials.
- Monitoring, controlling, and responsibly treating emissions, effluent, waste and other discharges generated by the Supplier's operations.
- Conducting appropriate employee safety training and providing adequate safety equipment.
- Maintaining records of safety training and monitoring safety performance.
- Ensuring that their personnel comply with applicable health and safety rules and regulations and perform their duties and work in a manner that does not endanger themselves or others.
- Providing training appropriate to the Supplier's activities to promote sound public health and hygienic practices.

### Ethical Business Practices

Aramco Europe and its Suppliers shall conduct their businesses in accordance with the highest standards of ethical behavior. Suppliers are expected to conform to these requirements in each of the following areas:

#### **a. Competition and Fair Trade Practices**

Suppliers shall comply with applicable competition and antitrust laws and shall not engage in collusive bidding, unlawful price-fixing, market allocation, abuse of a dominant position or other unlawful anti-competitive or unfair trade practices.

#### **b. Ethical Sourcing**

Suppliers shall take reasonable, risk-based measures to understand the origin of goods and materials supplied to Aramco Europe and to identify and address material human rights, labour, environmental and business-integrity risks within their relevant supply chains. Suppliers shall require relevant third parties involved in providing goods or services to Aramco Europe to comply with applicable laws and with standards appropriate to the nature and risk profile of their activities.

#### **c. Relationships and Communications**

Aramco Europe's Business Ethics policy is that all transactions are to be conducted fairly, honestly and with integrity, according to the highest ethical standards. Abuse or violation of this 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 Aramco Europe.

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

Suppliers shall not encourage or utilize current or former Aramco Europe employees in any manner, which would cause them to disclose or provide any confidential, proprietary, or other restricted information obtained while employed by Aramco Europe to influence Aramco Europe's existing or proposed commercial transactions for the purpose of gaining a commercial advantage.

Aramco Europe 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 Aramco Europe investigations and to provide reasonable assistance as requested.

#### **d. Bribery, Kickbacks and Fraud**

No funds, assets, services, privileges, or benefits shall be paid, rendered, loaned, or promised for payment or otherwise dispersed by Suppliers or their representatives as bribes, "kickbacks", or other payments or inducements designed to influence or compromise:

- the judgment or conduct of Aramco Europe, or its representatives.
- any third party to expedite the provision of goods, services, or personnel (including consultants) on behalf of or for the benefit of Aramco Europe or its representatives.

Suppliers shall not engage in any fraudulent, deceptive or dishonest practices and shall maintain appropriate measures to prevent, detect and address fraud in connection with their business activities and dealings with Aramco Europe.

#### **e. Gifts, Gratuities and Hospitality**

Suppliers and their personnel shall not offer or provide Aramco Europe or its personnel with gifts, gratuities or hospitality unless such gifts, gratuities or hospitality are of nominal value, consistent with customary and legitimate business practices, and permitted under applicable law and Aramco Europe's applicable policies and procedures. Suppliers should also ensure compliance with their own applicable policies and procedures.

Examples of acceptable low-value gifts may include promotional items of nominal value, such as logo-inscribed pens, caps, shirts and coffee mugs. Customary business hospitality may include reasonable business meals and entertainment that are directly related to a legitimate business purpose.

Gifts, gratuities or hospitality offered or provided by Suppliers to Aramco Europe personnel that exceed nominal value or reasonable business hospitality standards may be reportable under Aramco Europe's internal policies and procedures and may be subject to review.

For the avoidance of doubt, Aramco Europe pays the business expenses of its personnel. Suppliers are neither required nor expected to incur or reimburse business expenses on behalf of Aramco Europe personnel. Items made available to the general public on the same terms and conditions are not considered gifts, gratuities or hospitality for purposes of this Supplier Code of Conduct.

#### **f. Human Rights and Modern Slavery**

Suppliers shall ensure that they protect internationally proclaimed human rights in their operations, including by treating workers fairly and in accordance with applicable labour and employment laws, and shall not engage in, support, benefit from, or directly or indirectly use forced, compulsory, or trafficked labour.

Suppliers shall provide a workplace free from harassment, bullying, abuse, violence and unlawful discrimination.

Suppliers shall maintain policies, procedures and controls appropriate to the nature, size and risk profile of their

business to identify, prevent and mitigate actual or potential adverse human rights impacts arising from their operations and, where relevant, their supply chains.

Suppliers shall maintain risk-based measures appropriate to their business activities to prevent, detect and address modern slavery, human trafficking and forced labour within their operations and supply chains and shall comply with all applicable modern slavery and anti-human trafficking laws and regulations, including, where applicable, the United Kingdom Modern Slavery Act 2015.

Suppliers shall provide workers with appropriate channels through which concerns relating to labour practices, human rights or workplace misconduct may be raised without fear of retaliation and shall assess and address substantiated concerns in a timely and proportionate manner.

Suppliers shall not engage in or support any form of child labour. This includes, but is not limited to, employing individuals under the legal minimum age for work according to applicable laws and regulations, as well as any form of forced or compulsory labour involving individuals under the age of 18. Suppliers shall ensure that all employees are of legal working age and shall comply with international recognized standards relating to child labour, including the International Labour Organization (ILO) Convention No. 138 (Minimum Age Convention) and No. 182 (Worst Forms of Child Labour Convention).

**g. Anti-Money Laundering**

Suppliers and their personnel warrant that all funds used to provide goods, services, or personnel (including contractors) to Aramco Europe or its representatives are from legitimate sources and that such funds do not constitute proceeds of criminal conduct or proceeds of terrorism financing or would otherwise be a breach of any anti-money laundering laws, any anti-corruption laws, or any counter-terrorist financing laws.

**h. Trade Sanctions**

Suppliers and their personnel warrant not to provide goods, services, or personnel (including contractors) in violation of any applicable export control laws and regulations, including those governing the destination, end use or end user. If an export license or other government approval is required to export or reexport the Service, Aramco Europe shall be responsible for obtaining the applicable export license or approval. Supplier shall fully cooperate by providing all relevant documents, data, the Export Control Classification Number (ECCN) or any other export control list numbers, Schedule B classification code and/or the Harmonized Tariff Schedule classification code, and any other information necessary to obtain the appropriate license or approval.

**i. Data Privacy and Cybersecurity**

Suppliers shall comply with all applicable data protection, privacy and cybersecurity laws and regulations in connection with goods, services or personnel provided to Aramco Europe. Suppliers shall implement appropriate technical and organisational measures to protect personal data, confidential information and information systems against unauthorised access, disclosure, loss, alteration or misuse.

Suppliers shall promptly notify Aramco Europe of any incident that materially affects, or may materially affect, Aramco Europe information, systems or personal data and shall reasonably cooperate with Aramco Europe in relation to any resulting investigation or remediation activities.

**j. Artificial Intelligence**

Suppliers shall comply with all applicable laws and regulations relating to the development, provision, deployment, and use of artificial intelligence ("AI") systems in connection with goods, services, personnel, or deliverables provided to Aramco Europe.

Where AI is developed, provided, deployed or used in connection with goods, services or deliverables provided to Aramco Europe, Suppliers shall implement measures appropriate to promote transparency, security, human oversight, and responsible use of such AI systems.

Upon reasonable request, Suppliers shall provide Aramco Europe with information reasonably necessary regarding material uses of AI in connection with goods, services or deliverables provided to Aramco Europe and shall cooperate with Aramco Europe in relation to applicable legal and regulatory requirements. These requirements are without prejudice to any more specific AI-related requirements contained in the applicable Agreement.

## V. MONITORING, COMPLIANCE AND REPORTING

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 periodic internal reviews, inspections, or audits to ensure their compliance with the standards and principles in this Supplier Code of Conduct. Additionally, Suppliers are responsible for ensuring that the standards and requirements of this Code are communicated and properly understood by their personnel working on or in support of Aramco Europe projects, jobs, contracts, agreements, and orders. Suppliers will be held responsible for the conduct and actions of their employees.

Suppliers are to promptly disclose to Aramco Europe, 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 Aramco Europe employees, related to any Aramco Europe procurement and contracts business.

Suppliers are to cooperate with Aramco Europe in any inquiries or investigations pertaining to past, current, or potential instances of unethical or fraudulent behavior or conflicts of interest related to any Aramco Europe business activity.

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

Potential or actual violations of this Supplier Code of Conduct and other ethical irregularities are to be reported directly to Aramco Europe Internal Audit by email: [chiefauditorhotline@aramcoeurope.com](mailto:chiefauditorhotline@aramcoeurope.com) or hotline: [+31 88 262 3000](tel:+31882623000).

Suppliers shall maintain an environment in which their employees, contractors and representatives may raise concerns regarding suspected violations of applicable laws, regulations, labour and employment practices, human rights, health and safety requirements, environmental obligations, workplace misconduct, or this Supplier Code of Conduct without fear of retaliation.

Suppliers shall not engage in, tolerate, or permit any form of retaliation, intimidation, harassment, discrimination, or other adverse treatment against any person who, in good faith, reports a concern, participates in an investigation, or assists in the identification, prevention, or remediation of a potential violation.

Suppliers shall take reasonable measures to investigate concerns raised and, where appropriate, implement timely and proportionate corrective and remedial actions.

Suppliers shall maintain appropriate records to substantiate compliance with the terms and conditions of this Supplier Code of Conduct and provide such evidence to Aramco Europe upon request. Aramco Europe or its designated representatives may engage in periodic monitoring activities to confirm Suppliers' compliance with this Supplier 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 Supplier Code of Conduct. Such monitoring activities may be performed in addition to any audit rights which may be set forth in an agreement with Aramco Europe.

Subject to the applicable Agreement(s), Suppliers shall, upon reasonable request, provide Aramco Europe with information reasonably available to them that is relevant and reasonably necessary for Aramco Europe to comply with applicable sustainability reporting or due-diligence obligations. The nature, scope, frequency and format of any recurring reporting shall be addressed in the applicable Agreement(s) or otherwise agreed with the Supplier. Information provided under this paragraph shall be handled in accordance with applicable confidentiality and data protection requirements and the applicable Agreement(s).

A Supplier performance assessment will be used by Aramco Europe as a factor in the selection of bidders, the administration of contracts and procurements, or to possibly restrict Supplier access to new Aramco Europe business opportunities.

Based on the assessment of information made available to Aramco Europe, and in addition to all other legal and contractual rights, Aramco Europe may take appropriate action where a Supplier is found to be in violation of this Supplier Code of Conduct. Such action may include requiring corrective measures, suspension, disqualification from future opportunities, or other contractual remedies, including termination of the applicable Agreement(s), taking into account the nature and severity of the breach. Any such action may be taken by Aramco Europe without liability, except as otherwise required by applicable law or the applicable Agreement.

## **VI. CONFIDENTIALITY**

As part of the process of seeking to provide goods, services, or personnel (including consultants) to Aramco Europe or in providing such goods, services, or personnel under the terms of an applicable Agreement, Suppliers may gain access to information or material, which Aramco Europe deems to be proprietary or confidential. Suppliers, in all instances, shall comply with the obligations of confidentiality which are set forth in the applicable request for proposal, invitation to bid, other solicitation document, or agreement by and between Aramco Europe and the Supplier.

Suppliers shall not use, disclose or permit the use of proprietary, or confidential or other non-public information obtained in connection with their dealings with Aramco Europe for the purpose of obtaining an improper commercial or financial advantage, including through the purchase or sale of securities or other financial instruments.

Aramco Europe 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 Aramco Europe has found to have violated its obligations of confidentiality.

All advertising, press releases, or printed matters that references Aramco Europe or a Supplier's relationship with Aramco Europe must be approved by the Aramco Europe Public Relations Department prior to publication or other use.

## **VII. APPLICATION**

This Supplier Code of Conduct is a general statement of Aramco Europe's expectations and requirements with respect to its Suppliers. It should not be read instead of, but in addition to, any Supplier obligations set forth in existing and future; a) requests for proposals, invitations to bid or other solicitation documents, or b) agreements by and between Aramco Europe and the Supplier. In the event of a conflict between this Supplier Code of Conduct and any Aramco Europe solicitation documents or agreements between Aramco Europe and the Supplier, the terms of Aramco Europe's applicable solicitation documents or agreements between Aramco Europe and the Supplier shall prevail. The requirements of this Supplier Code of Conduct are not subject to waiver. Neither Aramco Europe nor its Suppliers, their personnel, or representatives are authorized to propose or approve conduct inconsistent with this Supplier Code of Conduct. -/-

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The latest version of the Aramco Europe Supplier Code of Conduct is also publicly available through the Aramco Europe website at [europe.aramco.com](https://europe.aramco.com).

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