

## Supplier Code of Conduct & Business Ethics

- 1. Introduction:** Qatar Foundation (QF) is committed to ethical business practices and high standards of integrity and sustainability, with a 'zero tolerance' policy toward unethical behavior. We expect all suppliers to adhere to similar standards. QF has developed this Supplier Code of Conduct and Business Ethics, hereinafter referred to as "The Code," which outlines the minimum standards for QF suppliers and their subcontractors when conducting business with us. This Code clarifies expectations in business integrity, labor practices, health and safety, and environmental management, as amended from time to time.

For the purpose of this Code, "QF" refers to Qatar Foundation and/or any Centers, and "Suppliers" encompasses any commercial company providing goods/services or engaging in business for QF, excluding transactions with land purchases or leases, government agencies, utilities, financial institutions, and charitable organizations.

- 2. Scope:** The Supplier Code of Conduct and Business Ethics is applicable at all times, without exception, to all members of the QF Board of Directors, all QF employees, QF centers, suppliers, partners, contractors, vendors, consultants, agents, and other providers of materials and services. This includes personnel employed by or engaged to provide services by the suppliers, whether permanent, temporary, contract, or migrant workers, as well as their parent organizations, subsidiaries, or associated entities.
- 3. Commitment:** QF expects all members of the QF Board of Directors, all QF employees, QF centers, suppliers, and partners to adhere to all applicable laws and regulations in the State of Qatar and the requirements set out in this Code. QF expects its suppliers to adhere to their contractual obligations to QF and to demonstrate their commitment to these principles set out in this code by establishing appropriate monitoring systems, following up on any violations, and ensuring suitable systems and controls are in place to ensure compliance. These expectations extend to the subcontractors and suppliers they work with, directly or indirectly connected to providing materials and services to QF.
- 4. Compliance:** QF reserves the right to verify compliance with this Code by continuously monitoring suppliers' adherence to its standards, both through requesting relevant information and conducting audits and reviews. It is the supplier's responsibility to ensure compliance with this code by communicating, educating, and exercising diligence with employees, agents, and subcontractors, and maintaining records of all relevant documentation. Suppliers must promptly address any violations they become aware of and take appropriate actions. Non-compliance with this Code directly impacts the supplier's ability to conduct business with QF. Additionally, for suppliers, the standards of this Code are in addition to, and not in lieu of, provisions of any legal agreement or contract existing between Suppliers and QF.
- 5. Business Ethics and Integrity:** Suppliers must be committed to the highest standards of ethical conduct when dealing with workers, suppliers, government and regulatory authorities and QF. Any and all forms of illegal or inappropriate activity, including, but not limited to, corruption, misrepresentation, extortion, embezzlement or bribery, are strictly prohibited and may result in termination of any or all agreements with QF and possible legal action. Records prepared for QF, including records of work time and expenses, shall be accurate, truthful and complete, and shall meet applicable standards and requirements. QF prohibits making payments or giving anything of value to improperly influence QF Employees. All Suppliers are expected to comply with the anti-corruption terms, which prohibits offering, promising, paying or providing, or authorizing the payment or providing of anything of value, directly or indirectly, to a QF Employee to improperly influence the recipient to misuse his or her official position for the purpose of obtaining or retaining business for or with, or directing business to, any person, or obtaining any improper business advantage. Such improper benefits broadly includes any illicit advantage such as (but is not limited to) to cash, non-monetary gifts, pleasure trips, loans, commissions, services and amenities of any other nature.

Suppliers must disclose information regarding their business activities, structure, financial situation, and performance in accordance with applicable law and prevailing industry practices.

All suppliers conducting business with QF must fully comply with all applicable laws and regulations in the State of Qatar, including, but not limited to, those relating to employment and labor, immigration, health and safety, intellectual property, anti-corruption and the environment. QF is committed to abiding by all laws and regulations or if necessary, exceeding them to prevent bribery and corruption wherever we do business.

- 5.1 Conflict of Interest:** Suppliers must avoid transactions with QF that could create conflicts of interest, ensuring they act in QF's best interest and support its conflict-of-interest policy. Suppliers shall not benefit improperly at QF's expense and are expected to report any potential conflicts of interest. Similarly, employees should steer clear of conflicts of interest while carrying out their duties, refraining from situations where their personal activities conflict with their responsibilities to QF. They must not put themselves in positions where third parties could benefit at QF's expense and should refrain from actions that could lead to personal gain at QF's detriment. Employees should discuss any potential conflicts of interest with their supervisors to assess their impact on their duties for QF.

- 5.2 Intellectual Property / Disclosure of Information:** Suppliers must respect intellectual property rights and protect confidential information by safeguarding it against misuse, theft, fraud or improper disclosure. The use of any QF intellectual property including trademarks and/or any copyright materials is strictly prohibited unless written consent/ authorization has been obtained from QF. Intellectual property is also considered as confidential information. Confidential information is defined as the information belonging to QF that is not subject to public disclosure. Confidential information encompasses information produced by QF or obtained in confidence from a third party and covered by a

non-disclosure agreement. Examples of confidential information are but not limited to, financial data, strategic plans, intellectual property, information on bids, personal employee information, legal documents and information on customers and suppliers. Suppliers shall agree to always maintain such confidentiality, even after terminating engagement with QF. Suppliers should also exercise caution to avoid misusing or inadvertently disclosing confidential information.

**5.3 Gifts & Entertainment:** In the course of conducting our business, QF recognizes that there will be occasions when it is appropriate, out of courtesy and relationship building, to give or receive small gifts of nominal value or provide and receive modest business entertainment to or from our employees. However, QF is committed to conducting all business without undue influence. The Code requires the suppliers to exercise good judgment and practice moderation in giving and receiving business gifts and entertainment.

Gifts, entertainment, travel, per diem reimbursements, or any other form of gratuity may not be given or received by Supplier as a reward, encouragement, or improper influence for preferential treatment. Sometimes in business, for example, in certain cultures, an exchange of gifts is appropriate. In such instances, the gifts should be reasonable, in good taste, and have token or nominal value and may only be given outside of any actual or anticipated bidding / tendering process and could not reasonably be construed as an attempt by the offering party to secure favorable treatment or otherwise violate applicable laws and/or regulations.

**5.4 Financial Integrity:** Suppliers must keep accurate records of all matters related to their business with QF in accordance with standard accounting practices such as Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS).

**5.5 Illegal and Improper Payments:** QF suppliers, partners and other third parties are strictly prohibited from offering or taking any form of illegal or improper payment. QF funds and assets must never be used for any unlawful purposes. The suppliers must never approve, authorize, or make any payment, gift or favor to any person in a position of authority, such as a government or corporate official, in order to obtain favorable treatment in negotiations or the awarding of contracts, or any other dealings.

**5.6 Anti-competitive practices:** QF employees and suppliers, partners and third parties must never employ unethical or illegal practices to collect competitive intelligence. In general, QF strictly prohibits anti-competitive practices such as but not limited to, (i) Price-fixing or arranged market segmentation or (ii) Monopolistic behavior that aims to reduce competition or (iii) Activities like group boycotts and exclusive dealing contracts. QF reserves the right to stop and prevent unfair business practices that are likely to reduce competition and lead to higher prices, reduced quality, or levels of service, or less innovation.

**5.7 Property:** QF property should only be used for legitimate business purposes. Suppliers are expected to take good care of QF property and not expose it to loss, damage, misuse, or theft.

**5.8 Books and Records:** QF's books and records are complete, fair, and accurate and comply with all legal reporting requirements. Supported by QF's systems of internal controls, they reflect all assets, liabilities, transactions, and events and conform to the required accounting principles. Suppliers are expected to manage, store, archive and dispose of books and records according to established policies and legal requirements.

**5.9 Communications:** Suppliers shall be truthful and straightforward in their dealings and not intentionally mislead QF, customers or their suppliers. Use appropriate, professional language, both in written documents and public conversations. Communications with the media and regulators are the responsibility of designated QF spokespersons. Hence inquiries received by any Supplier must be referred to an authorized QF spokesperson immediately.

**5.10 Electronic Mail and Internet Usage:** QF's electronic mail and Internet systems are provided for business use. When using electronic mail, the Suppliers should remember that it is susceptible to interception, creates a permanent record, can be printed, or forwarded to others by the recipient and will likely be retained on the recipient's computer for a long time. Therefore, the Suppliers should exercise utmost care in sending electronic mail as in other written business communications. Never use QF's Internet connection or computer equipment to access, transmit or download content that is inappropriate and does not meet business requirements.

**6. Work Environment & Labor Practices:** Suppliers of products or services produced in or provided from the State of Qatar shall comply with all applicable laws and regulations in every jurisdiction in which the Supplier conducts business with, or on behalf of, QF. Suppliers of products or services produced or provided from outside the State of Qatar shall comply with applicable laws and regulations of relevant countries. However, regardless of applicable laws and regulations, Suppliers must uphold the human rights of all workers by treating them with dignity and respect.

Suppliers retained by QF and their agents and permitted subcontractors, are fully responsible for the quality, performance, behavior, supervision, and protection of their personnel. QF retains the right in its absolute discretion to require the removal of any personnel of a contractor or subcontractor from a job site in appropriate circumstances, for example: (a) if there is reasonable cause to believe a person is under the influence of alcohol, drugs or other substances that adversely affect that person's work or create a safety risk, (b) for commission of an illegal act, (c) for threatening or harassing the public or a Company employee, or otherwise engaging in abusive or disruptive conduct, or (d) for performing an unsafe act.



Suppliers shall not practice any form of discrimination in hiring and employment practices including access to training, promotions and rewards on the grounds of race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin or marital status.

Suppliers are expected to judge their employees and subcontractors based upon their ability to do their jobs and not upon their physical and/or personal characteristics or beliefs, affirming the principle of no unlawful discrimination based on race, color, gender, religion, national origin or sexual orientation.

Suppliers shall treat every employee with respect and dignity and shall not subject any employee to physical, sexual, psychological or verbal harassment or abuse. Fair compensation, timely payment, and compliance with relevant regulations, statutes and labor laws of State of Qatar are required. Forced labor, trafficking, or child labor are strictly prohibited. Employment terms should be fair, and workers' rights must be respected. Workers should have reasonable working hours and rest periods as per legal requirements. Workers should be able to voice concerns without fear of reprisal and Employees should not face discrimination for exercising their rights.

- 7. Health, Safety, Security, and Environment:** Suppliers must prioritize safety and environmental protection, comply with laws, and minimize adverse effects. Safety hazards must be controlled, and appropriate protective equipment provided. Suppliers must have emergency plans and response procedures in place. Procedures for preventing, managing, and reporting injuries and illnesses are required. Worker exposure to hazards must be identified and controlled. Hazards related to physically demanding tasks should be assessed and managed. Machinery hazards must be evaluated, and safety measures implemented. Workers must have access to clean facilities for hygiene, food, and housing. Supplier's compliance with environmental laws and practices are necessary. Suppliers must obtain and maintain required environmental permits. Practices to reduce waste and pollution should be implemented. Safe handling and disposal of hazardous materials are essential as well, proper management of wastewater and solid waste is required. Control and treatment of air emissions are necessary to minimize environmental impact.
- 8. QF's relationship with Suppliers:** QF is committed to meeting the contractual requirements obliged based on Contracts or Purchase Orders issued to suppliers. Sensitive, private or confidential supplier information is safeguarded according to QF's standards, with access restricted to those who have a need to know. QF suppliers, partners and other third parties must know and agree to comply with this Code. All agreements with suppliers, partners and third parties must be in writing and must specify the goods and services to be provided and the fees to be paid. Such agreements must be in line with reasonable competitive and market practices, the principles established in this Code. QF shall not provide any preferential treatment or consideration to the suppliers, however QF reserves the right to promote Qatari small and medium enterprises (SME) and Qatari organizations for the economic development of the State of Qatar. QF, its employees and partners comply with all legal and contractual obligations in dealing with the various governments and regulatory agencies with which they are in contact. Employees and partners of QF who deal with government officials and negotiate contracts are responsible for knowing and complying with all applicable laws and regulations.

Any violations of QF Supplier Code of Conduct & Business Ethics can be reported confidentially to the Procurement Compliance & Systems Department, QF Procurement & Program Management Directorate through email: [procurementrelations@qf.org.qa](mailto:procurementrelations@qf.org.qa)

**Conclusion:** This Code does not confer, nor shall it be interpreted, construed or deemed to confer, any rights on the part of third parties, including any third-party beneficiary rights. For example, no employees of any Supplier shall have any rights against QF by virtue of this Code, nor shall such employees have any rights to cause QF to enforce any provisions of this Code, the decision with respect to any such actions being reserved by QF in its sole discretion.

We thank you for your compliance with the QF Supplier Code of Conduct & Business Ethics and look forward to a mutually beneficial relationship based on the highest levels of ethical behavior.

Authorized representative of the supplier to electronically approve the QF Anti-Bribery and Corruption Declaration for and on behalf of the supplier.

