

SAUDI ARAMCO NABORS DRILLING

SUPPLIER CODE OF ETHICAL CONDUCT

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ABOUT THIS CODE

Saudi Aramco Nabors Drilling (**SANAD**) is committed to doing business in accordance with the highest standards of ethics and integrity, with professional business principles and in compliance with all applicable laws.

We work hard every day to earn and maintain the trust of our customers and stakeholders and accordingly, we expect our Suppliers to abide by this Code and conduct themselves with the highest ethical standards in order to maintain this trust.

This Code sets out Supplier's obligations in relation to compliance with ethical conduct, any relevant legal obligations including anti-bribery and anti-corruption, and regulations and standards in the countries in which the Supplier operates.

The Supplier shall ensure it does not commence any work or activities on behalf of SANAD until it confirms it has read, understood, and will comply with all the principles set out in this Code.

In this Code:

The term **Supplier** means any person, entity or organization that provides or seeks to provide SANAD with products, goods, or services. This includes all officers, employees, contractors, subcontractors, and business partners of any Supplier.

Business Partners: means the Supplier's suppliers, vendors, agents and subcontractors who are undertaking any work, or providing any product or service to, or on behalf of SANAD.

WHO MUST COMPLY WITH THIS CODE?

This Supplier Code of Ethical Conduct (the "**Code**") applies to all Suppliers conducting dealings or business with SANAD and/or providing or seeking to provide SANAD with products, goods, or services.

In addition, the Supplier must ensure that its Business Partners are made aware of and comply with this Code and take reasonable steps to ensure that its selection processes also include adequate due diligence on Business Partners.

1. STANDARDS OF COMPLIANCE

- 1.1 In carrying out its agreement(s) with SANAD, the Supplier must comply with the standards set out in this Code and all applicable laws and regulations where it operates.
- 1.2 If there is a conflict between any applicable laws or regulations, the agreement between the parties, and this Code, the Supplier shall meet the most stringent standard.

2. UPDATING THIS CODE

SANAD has the right to modify this Code from time to time on giving the Supplier notice in writing, which includes the email provided by the Supplier at the time of onboarding.

3. LABOR AND HUMAN RIGHTS

3.1 SANAD is committed to ensuring all workers in our supply chain receive fair and equal treatment in full compliance with the laws, rules, and regulations 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.

3.2 **Working Environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with all applicable health and safety laws and any other relevant laws.

3.3 **Wages and remuneration.** The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the minimum wage and benefits established by applicable law.

4. INFORMATION SECURITY AND DATA PROTECTION

4.1 Without prejudice to the agreement(s) between SANAD and the Supplier, the Supplier shall have in place appropriate measures to:

- (a) protect the integrity and confidentiality of information (including information belonging to or supplied by SANAD) held on its systems (which include physical and online or electronic systems); and
- (b) ensure that there is no unauthorised access of the information by third parties, including its Business Partners.

4.2 The Supplier shall comply with all data protection laws and requirements when processing any personal data on SANAD's behalf.

5. ENVIRONMENTAL RESPONSIBILITY

5.1 The Supplier shall ensure 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. Suppliers shall maintain safe, sanitary, and healthy residential camp and living environments for all their employees.

Such compliance shall include at a minimum:

- (a) obtaining and maintaining all necessary environmental permits;
- (b) proper handling and disposition of hazardous materials and refuse;
- (c) monitoring, controlling, and responsibly treating discharges generated from operations;
- (d) conducting appropriate employee safety training and providing adequate safety equipment;

- (e) maintaining true and accurate records of safety training, relevant certifications and licenses, and monitoring safety performance;
- (f) ensuring its 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; and
- (g) providing training required to promote sound public health and hygiene practices.

5.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks.

6. BRIBERY AND CORRUPTION

6.1 The Supplier must maintain the highest ethical standards and shall comply with all applicable laws, statutes, codes, and regulations relating to the prevention of bribery and corruption. To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

- (a) bribes, facilitation payments, kickbacks or illegal political contributions;
- (b) money, goods, services, gifts entertainment, employment, contracts or other things of value, in order to obtain or retain an advantage; and
- (c) any other unlawful or improper payments or benefits.

7. GIFTS, GRATUITIES AND HOSPITALITY

Suppliers shall not offer or provide SANAD 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 SANAD personnel that exceed nominal value or reasonable hospitality are reportable under internal SANAD POLICIES and may lead to termination or suspension in accordance with Article 11 of this Code. Items that are made available to the general public do not fall under this policy.

8. UNFAIR BUSINESS PRACTICES

The Supplier shall comply with all applicable competition laws including but not limited to those relating to teaming and information sharing with competitors, price fixing, and rigging bids.

9. SELF-MONITORING, PROOF OF COMPLIANCE, REPORTING AND AUDIT

9.1 The Supplier shall monitor its compliance with the Code and shall report any violations (actual or suspected) of this Code as soon as possible to a SANAD manager, a representative of the SANAD HR or Law Departments, or an internal or independent auditor. In addition, individuals may choose to provide information in confidence by calling the SANAD Hotline at (+966) 553165696 (Call, Message or WhatsApp).

9.2 The Supplier shall provide any certifications that are required to demonstrate compliance with all applicable laws and frameworks within fourteen (14) days of a written request from SANAD.

- 9.3 The Supplier shall not retaliate or take disciplinary action against any Supplier employee or Business Partner that has, in good faith, reported violations of this Code or questionable conduct, or who has sought advice regarding this Code.
- 9.4 The Supplier shall provide written confirmation to SANAD at least once per year that:
- (a) it has appropriate systems in place to ensure its and its Business Partners compliance with this Code; and
 - (b) it is able to comply with this Code for the duration of its relationship with SANAD.
- 9.5 In addition to the written confirmation at paragraph 9.4, SANAD may conduct audits to verify the Supplier's compliance with this Code. SANAD has no obligation to conduct such audits.

10. BREACH, REMEDIATION AND TERMINATION

- 10.1 Where SANAD becomes aware of any violation (actual or anticipated) by the Supplier or its Business Partners of the Code, SANAD may:
- (a) immediately upon written notice terminate its business relationship (including any purchase orders and contracts) with the Supplier; or
 - (b) require the Supplier to produce a remediation plan that will lead to compliance with the Code and present it to SANAD within seven (7) days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, SANAD may immediately upon notice terminate its business relationship (including any purchase orders and contracts) with the Supplier. SANAD may also suspend any purchase orders or contracts with the Supplier while remediation is ongoing.