

ACKNOWLEDGEMENT BY SADARA SUPPLIERS

The attached Supplier Code of Conduct (“**Supplier Code**”) sets forth the principles required by Sadara Chemical Company, its subsidiaries and affiliates (“**Sadara**”) of all individuals and organizations who supply goods or services to Sadara (“**Suppliers**”) when conducting business with or dealing with Sadara.

By signing this Acknowledgement, the undersigned Supplier agrees to abide by the Supplier Code and also agrees that it will ensure that its employees, directors, agents, representatives and sub-contractors are also made aware of and comply with it. The Supplier also agrees that it will make its own upstream and next-tier suppliers aware of its commitments hereunder, and encourage them to follow the same principles.

Potential or actual violations of the Supplier Code of Conduct and other ethical irregularities are to be reported directly, and anonymously if the reporter chooses, to the Sadara Office of Ethics & Compliance at http://sadara.com/en/about/Ethics_and_Compliance. You can also contact us by mail at: Sadara Office of Ethics & Compliance, P.O. Box 11811, Jubail Industrial City 2, Jubail 31961, Kingdom of Saudi Arabia.

ACKNOWLEDGEMENT

I, on behalf of _____, hereby acknowledge and agree to abide by the attached Supplier Code, and will ensure that all of _____’s employees, directors, agents, representatives and sub-contractors are aware of and will abide by such policies and principles in the process of preparing and submitting bids, proposals, or other business-related communications for Sadara work, for provision of goods and services to Sadara, and during the performance and administration of all agreements entered into with Sadara for such purposes.

Authorized Signatory Name: _____

Signature: _____

Job Title: _____

Date: _____

Company _____

Company Stamp/Seal: _____

Supplier No. _____

SADARA

SUPPLIER CODE OF CONDUCT

PURPOSE & SCOPE

This Supplier Code of Conduct (“**Supplier Code**”) sets forth the principles that Sadara Chemical Company, its subsidiaries and affiliates (referred to as “**Sadara**”, “**we**” and “**the Company**”) expects of all individuals and organizations who supply goods or services to Sadara (referred to as “**Suppliers**” or “**you**”) and their employees, directors, agents, representatives and sub-contractors (“**Employees & Representatives**”) when conducting business with or dealing with Sadara.

At Sadara, we believe that it is essential to the joint success of Sadara and its Suppliers that together we maintain the highest ethical standards and adhere to all applicable laws and regulations.

Sadara has zero tolerance for violations of this Supplier Code and for conflicts of interest, whether real or perceived, in any dealings. As such, all Sadara employees and Supplier Employees & Representatives are required to conduct themselves with the highest standards of honesty, fairness and personal integrity at all times.

This Supplier Code establishes a policy for all current and potential Sadara Suppliers who are, or who wish to be, doing business with Sadara.

In a competitive global environment, situations are inevitably encountered that will test our awareness, judgment and integrity. When that test arises, this Supplier Code can be a guide to address ethical questions before taking action. It reflects our commitment to conducting business in an ethical, legal, safe, and environmentally and socially responsible manner, and requires each of our Suppliers to share and demonstrate this commitment in order to be considered for, to do, or continue to do business with Sadara.

In setting out the principles and values enumerated in this Supplier Code, Sadara has been guided by the International Finance Corporation (IFC) Performance Standards, the Equator Principles, and other international standards on human rights, labor, environment and anti-corruption.

Compliance with Laws, Codes and Regulations – Best Practices

Sadara’s Suppliers must comply with all applicable laws, codes, and regulations, and continuously strive to follow best practices in terms of regulatory compliance and good governance wherever they operate. When conducting business with Sadara, Suppliers must also comply with the legal, regulatory and code requirements governing applicable procurement documents and agreements (including but not limited to proposals, invitations to bid, solicitations, and resulting contractual and purchasing agreements). Violation of relevant laws, regulations or applicable codes may result in the dissolution of all business relationships between Sadara and the non-compliant Supplier.

Environment, Health, and Safety Practices

Sadara's commitment to sustainability includes efficient use of resources, respect for the environment and safe and healthy workplaces. It includes efforts to effectively reduce Sadara's carbon foot-print on the environment from the impact of its operations. Sadara expects its Suppliers to make similar commitments to continuously improve their environment, health and safety performance.

Respect the Environment: Suppliers shall comply with all applicable environmental laws, and it is their responsibility to ensure that their facilities are designed and safely operated in compliance with applicable law as well as established government and industry environmental protection policies, and ensure that they do not present unnecessary risks to the environment or to the public. Suppliers will have systems in place to ensure safe management of waste, air emissions and wastewater discharges. Such compliance will include, among other things:

- Obtaining and maintaining any necessary environmental permits.
- Proper storage, handling and disposal of hazardous materials and refuse.
- Monitoring, controlling, and responsible treatment of discharges generated from operations.

Protect Health & Safety: Suppliers shall provide safe, sanitary and healthy workplace and living environments for all their employees, and comply with all applicable workplace health and safety laws. Such compliance will include, among other things:

- Conducting appropriate employee safety training and providing adequate safety equipment as well as personal protective equipment.
- Providing appropriate safety controls and work procedures.
- Maintaining records of safety training and monitoring safety performance.
- Training employees on emergency planning and preparedness.
- Ensuring employees comply with applicable health and safety rules and regulations and perform their duties and work in a manner which will not endanger themselves, others or the environment.
- Providing training required to promote sound public health and hygiene practices.

Human Rights & Labor

All workers in Sadara's supply chain deserve to be treated with respect, equality, fairness, and integrity. Sadara adheres to these principles and expect our Suppliers to respect the human rights of their employees and treat them fairly, in accordance with all applicable laws.

Diversity and Equal Employment Opportunity: Suppliers will respect diversity in the workplace, taking all necessary steps to promote and protect equal employment opportunities in accordance with applicable law for qualified candidates, free from discrimination.

No Forced or Compulsory Labor: Suppliers will not use forced or involuntary labor. This includes child labor, and imprisoned labor.

No Harassment or Abuse of Labor: Suppliers will ensure that their employees are not subjected to any form of harassment, physical discipline or abuse, and will comply with all applicable laws and standards of ethics on harassment and abuse of employees.

Full Compliance with Labor Regulations: Suppliers will adhere to all rules, regulations and best practices in respect to full compliance with relevant labor regulations and standards addressing working hours, pay, and employment conditions.

Ethical Business Practices

Suppliers will conduct their businesses in accordance with the highest standards of business ethics. Suppliers are expected to conform to these requirements in each of the following areas:

Fair Trade Practices & Economic Sanctions

Suppliers will not engage in collusive bidding, price discrimination, anti-competitive, antitrust, or other unfair trade practices, and will comply with all applicable trade controls, as well as applicable export, re-export, and import trade laws, regulations and economic sanctions.

To prevent terrorism, halt the proliferation of weapons and fight narcotics trafficking and other crimes, various governments have established trade controls that restrict certain business transactions and the movement of certain goods across national borders. Sadara expects our Suppliers to abide by all applicable trade controls.

Trade control laws can restrict the following activities:

- export of certain goods, services and technology;
- business dealings (including import, export and investments) with certain countries, entities and individuals;
- travel to certain countries; and
- exchange of information.

Sadara expects Suppliers to follow export controls, trade restrictions, and economic sanctions however they may apply to Sadara's business activities, as well as local trade controls wherever we do business. Sadara realizes that the laws on this subject are complex and subject to frequent change. We also know that the penalties for violating trade control laws can be severe. Sadara encourages its Suppliers to consult with legal counsel before engaging in any transaction that may potentially involve products or services subject to export controls, a sanctioned country or a prohibited party.

Ethical Sourcing

Suppliers shall source goods or services from third parties that meet, as a minimum, country of origin standards for health and safety, working hours, pay, employment conditions and environmental protection.

Conflicts of Interest

The Sadara Code of Conduct (accessible at [http://sadara.com/en/about/Ethics and Compliance](http://sadara.com/en/about/Ethics_and_Compliance)) as well as this Supplier Code requires that all transactions be conducted fairly, honestly, and with integrity, according to the highest ethical standards and best practices for compliant behavior. Abuse or violation of this policy is considered dishonest and corrupt behavior, and will not be tolerated. Consequently, Suppliers and their Employees & Representatives must avoid even the appearance of unethical or compromising practices in relationships, actions or communications with regard to existing or proposed business relationships with Sadara.

Suppliers shall avoid any interaction with a Sadara employee that may conflict, or appear to conflict, with that employee acting in the best interests of Sadara. This includes offering payments or other forms of compensation.

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

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

Suppliers shall not hire, employ, engage as a consultant, procure the services of, or allow acquisition of any ownership interest of the Supplier by, except in the case of passive investments in securities listed on a stock exchange, any current Sadara employee. This restriction shall also require any former employee who has held a position within Sadara at the level of "department head" or higher that such hire and relationship be immediately and fully disclosed to Sadara by the Supplier, and may subject the Supplier to additional reporting requirements and safeguards. The above restriction pertaining to the hiring of former employees shall be valid for a period of two (2) years following the time that such individual is no longer an employee of Sadara.

Sadara shall take appropriate measures to detect any such improper business practices and shall take appropriate action against current or former employees and Suppliers who violate these restrictions. Suppliers are expected to cooperate with Sadara investigations and to provide reasonable assistance as requested.

Suppliers may seek exceptions to these restrictions from Sadara. Requests for such exceptions should be submitted in writing to the Sadara Office of Ethics & Compliance.

Bribery, Kickbacks and Corruption

Giving or accepting a bribe of any kind is a criminal offense, and Sadara does not tolerate bribery or corruption in any form.

Consequently, Sadara prohibits its employees, agents, Suppliers and Suppliers' Employees & Representatives, whether or not acting on its behalf, from paying or accepting bribes. This strict prohibition of course includes bribes to foreign and local government officials, representatives of companies that are partially or wholly owned by a government, and political figures.

Similarly, Suppliers by signing the Acknowledgment of this Supplier Code, agree to adhere to a strict 'No Tolerance' policy for bribes and kickbacks. They must never promise, offer or give to anyone, directly, indirectly or through intermediaries, any inducement in order to obtain or retain a business, an improper business advantage, or otherwise, that would be deemed to be a violation of applicable anti-corruption legislation.

In addition, Suppliers also agree that no funds, assets, services, privileges, or benefits shall be paid, rendered, loaned, or promised for payment or otherwise dispersed by Suppliers or their Employees & Representatives as bribes, kickbacks, or other payments or inducements designed to influence or compromise the judgment or conduct of Sadara, its employees or its representatives.

Suppliers must take reasonable actions and precautions designed to prevent and detect bribes and kickbacks, and they must notify Sadara if they have reasonable grounds to believe any violation of law or of this section of the Supplier Code may have occurred.

Sadara reserves the right to pursue criminal charges, which may include heavy fines and prison, and/or legal remedies (including the right to terminate any contracts for cause) against anyone it has reason to believe has engaged in such behavior, and Suppliers agree to fully cooperate with Sadara in any investigation of suspected illicit behavior. Provisions referencing the Supplier Code and these remedies may be included in contracts with Sadara.

Gifts, Gratuities and Hospitality

Suppliers and their Employees & Representatives shall not offer or provide Sadara or its personnel with gifts, gratuities, or hospitality unless it involves 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 Sadara personnel, which exceed nominal value or reasonable hospitality are reportable under internal Sadara policies and regulations. Items that are made

available to the general public do not fall under this Policy. For the avoidance of any doubt, Sadara pays for all of its employees' business expenses. Suppliers are not required or requested to incur or reimburse business expenses for Sadara employees.

Common sense will typically provide adequate guidance, however, below are some general guidelines which all Suppliers should understand and follow.

Guidance Specific to Gifts:

- Gifts in cash or a cash equivalent, such as a gift card, should never be made.
- Gifts should never exceed the sum of five hundred Saudi Riyals (SR500) per gift unless a higher value gift is given by a supplier to all of its clients or potential clients; these values may be subject to review and revision from time to time, as necessary and appropriate.

Guidance Specific to Hospitality:

- Entertainment is permitted if it is consistent with customary business practice. For example, occasional business meals or attendance at a theater or sporting events, in or out of Kingdom, with a supplier are generally acceptable.
- Entertainment should never be offensive, indecent or inconsistent with our values or morals.

Accurate Accounting and Business Records

Suppliers will keep accurate and thorough business records for all business interaction with Sadara. Suppliers will provide these records to Sadara upon request.

Confidentiality

As part of the process of seeking to provide goods, services, or personnel (including consultants) to Sadara or in providing such goods, services, or personnel under the terms of an applicable agreement, Suppliers may gain access to information or material which Sadara deems to be proprietary or confidential. Suppliers, in all instances, will 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 Sadara and the Supplier.

Sadara 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 Sadara has found to have violated its obligations of confidentiality.

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

Compliance, Training, Monitoring and Audits

Suppliers shall be responsible for complying with the standards and requirements of this Supplier Code, and for ensuring that they are communicated and understood by their Employees & Representatives working on or in support of Sadara projects, jobs, contracts, agreements and orders.

In addition to the legal regulations referred to in this Supplier Code, Suppliers will comply with all other applicable laws in the provision of products or services to Sadara. Sadara expects Suppliers to implement appropriate systems and controls (including effective policies and procedures, training, monitoring, inspections and audit programs) to promote, monitor and validate full compliance with applicable laws and regulations, as well as with the standards outlined in this Supplier Code.

Suppliers also undertake that their designated Employees & Representatives who have a work-connection with Sadara will participate in all necessary training, whether provided by the Suppliers, by Sadara or by professional trainers, to ensure compliance with the Suppliers' commitments hereunder.

Ultimately, Suppliers will be held responsible for the conduct and actions of their employees. They are required, under the terms of their business relationship with Sadara, to promptly disclose to Sadara, on a confidential basis, all current and potential incidents that have or may give rise to the appearance of conflicts of interest, and instances of unethical or fraudulent behavior by any party. This includes, but not limited to Supplier Employees & Representatives or Sadara employees, related to any Sadara business contracts or associations. Suppliers are to cooperate with Sadara in any inquiries or investigations pertaining to past, current, or potential instances of unethical or fraudulent behavior or conflicts of interest related to any Sadara business activity.

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

A Supplier performance assessment will be used by Sadara as a factor in the selection of bidders, the administration of contracts and procurements, or to possibly restrict Supplier access to future Sadara business opportunities. Based on the assessment of information made available to Sadara, Sadara 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 which Sadara has found to be in violation of this Supplier Code, without liability.

Reporting Misconduct

Suppliers who believe that a Supplier employee, Sadara employee or anyone acting on behalf of either party, has engaged in illegal or otherwise unethical conduct with respect to their business with the Supplier should report the matter to the Sadara Office of Ethics & Compliance. Sadara has a "No

Retaliation” policy. Therefore, depending on the circumstances of each case, a Supplier’s relationship with Sadara will not be affected by an honest report of a potential misconduct.

Potential or actual violations of this Supplier Code and other ethical irregularities are to be reported directly, and anonymously if the reporter chooses, to the Sadara Office of Ethics & Compliance, as follows:

- **Online via “ Report a Concern” available at http://sadara.com/en/about/Ethics_and_Compliance**
- **By mail:**
SADARA CHEMICAL COMPANY
Office of Ethics and Compliance
P.O. Box 11811
Jubail Industrial City 2
Jubail 31961, Saudi Arabia

Application

This Supplier Code is a general statement of Sadara’s expectations and requirements with respect to its Suppliers, and it should be read in addition to any Supplier obligations set forth in:

- a) Requests for proposals, invitations to bid, or other solicitation documents, or
- b) Agreements by and between Sadara and the Supplier.

In the event of a conflict between this Supplier Code and any Sadara solicitation documents or applicable agreements, the terms of Sadara’s applicable solicitation documents or agreements will prevail.

No Waiver

The requirements of this Supplier Code are not subject to waiver. No Sadara personnel, no Suppliers, and no Supplier Employees & Representatives are authorized to propose or approve conduct inconsistent with this Supplier Code.
