



Business Partner Code of Conduct

Nasser Bin Khaled Al Thani & Sons Holding Co.

PREAMBLE

Nasser Bin Khaled Holding Co. is a lead provider of premium products and incomparable services, strategically aligning itself world's best and managing more numerous first-class companies and dealerships such as Mercedes Benz, Maybach, Mitsubishi Motors, Mitsubishi Fuso, Harley Davidson, Bosch, Michelin & Ziebart, in addition to several heavy equipment and car accessories centers. Moreover, NBK owns other major companies in the fields of industry, construction, oil & gas, telecommunications, civil engineering, agriculture, real estate, consultancy, car rental, Fashion and hospitality

NBK, is committed to conducting its business in an ethical, legal and socially responsible manner. We expect similar principled conduct from everyone with whom NBK has commercial dealings. Further, NBK strives to continuously improve the sustainability of its operations and products and encourages its suppliers to participate in this effort by adopting sustainable practices in their operations.

The NBK Business Partner Code of Conduct (the "Code") sets out the requirements expected of our Suppliers and vendors ("Partner") regarding compliance with laws and regulations, corruption and bribery, social and working conditions, child labor and the outside environment. Our goal is to work with our Business Partner to assure full compliance with these requirements as they, in turn, apply them to their own employees, agents, subcontractors and suppliers with whom they work with in the delivery of goods and services to NBK.

COMPLIANCE WITH LAWS AND REGULATIONS

Partners must comply with applicable laws and regulations in force in their place of incorporation and the places in which they operate as well as any applicable international laws and rules. Partners are expected to ensure cooperation with NBK will not be negatively affected due to legal compliance problems.

DOING BUSINESS WITH INTEGRITY

1. Anti-bribery

Partners shall not directly or indirectly offer, promise to offer, make or receive any form of bribe to or from government officials, political parties, or commercial-sector (non-public sector) parties, in order to win or retain business or seek to influence a business decision inappropriately. This shall include offering or providing any gift or hospitality which is excessive or inappropriate in nature for the purpose of obtaining any improper advantage or illicit benefit.

2. Bribing NBK employees

Partners are not allowed to bribe or transfer illicit benefits to any NBK employee in any forms whatsoever, including but not limited to cash and payment vouchers, in an attempt to obtain illicit benefits or maintain cooperation with NBK. In addition, Partners are not allowed to give inappropriate gifts and/or etiquette to NBK employees that far exceed the propriety of the situation, or any other conduct that could be construed as inappropriate conduct. Whether the entertainment or gifts are appropriate business etiquette or not shall be determined by NBK at its discretion taking into account various factors including



considering whether those involved in the giving or receiving would be embarrassed should such events or actions be made known to the public. This clause also applies to the family members and other close relatives of NBK employee.

3. Conflict-of-interest relationship

Partners shall not allow those who currently work at NBK or their family members to have a stake in their company. In the event that a NBK employee or his/her immediate family member(s) works for a Partner, or acts as an employee, consultant, board member, executive, or shareholder of the Partner, the Partner shall report such situations to NBK immediately.

4. Unfair competition

Partners shall not monopolize the market or engage in any unfair competition practices individually or in collusion with others. Typical examples of this conduct include but are not limited to practices that damage the rights and interests of end users: (i) dividing markets through agreement or collusion; (ii) fixing resale prices; (iii) coordinating in competing bids; (iv) requiring purchase of tie-in products; and (v) abusing a dominant position in the market.

5. Lawful acquisition and use of competitor information

Partners are prohibited from using any illegal or unethical means to acquire and use trade secrets or other confidential information of others, including but not limited to improper solicitation or receipt of confidential information from customers, a competitor's employee, or any other party, whether or not such information is owned by the competitor or the third party.

SOCIAL AND WORKING CONDITIONS

Partners must provide their employees with a healthy work environment where they are treated with dignity and fairness and ensure that their employees are free from discrimination or harassment for any reason whatsoever, including skin color, ethnicity, age, gender, religion, or political affiliation.

ENVIRONMENT

Partners must conduct their operations in an environmentally responsible business manner and in strict compliance with applicable environmental laws and standards.

COMMUNICATIONS AND IMPLEMENTATION

Partners must effectively communicate to all their employees the content of this Code and undertake actions necessary and appropriate to assure its implementation.

SUPPLIER AND SUBCONTRACTOR MANAGEMENT

Partners have to establish a documented system to ensure that all of their agents, subcontractors and suppliers comply with the requirements of this Code.

SUPPLIER'S CERTIFICATION OF COMPLIANCE

By its acceptance of any purchase order from NBK, Business Partner thereby acknowledges and certifies its compliance with the principles and requirements of the newest version of the Code.



DEVELOPMENT OF THE CODE

NBK will review this Code on a regular basis and will introduce revisions where necessary or appropriate. NBK will notify its Suppliers of any important changes but Suppliers will always find the newest version of the Code on NBK Web page, www.nbks.com

COMPLAINE DECLARATION

We, the undersigned hereby confirm:

1. That we have received and taken due note of the version 2019 of the NBK & SONS supplier Code of Conduct (the “Code”) and commit ourselves, in addition to our commitments as set out in the supply agreements with NBK & SONS to fully comply with its principles and requirements.
2. That we agree that NBK & SONS or a third party appointed by NBK & SONS may carry out periodic, unannounced inspections / audits on our facilities to verify our compliance with the Code.
3. That we effectively communicate the contents of the Code to our employees, agents, subcontractors and suppliers and ensure all measures required are implemented accordingly.

We also confirm that we have noted that compliance to the Code is an essential prerequisite for business relations between NBK & Sons and us as a supplier.

Name & Signature: _____

Designation: _____ Stamp _____

Company Name: _____

The Compliance Declaration must be signed by duly authorized representative and returned along with valid CR, trade license, computer card to the assigned NBK contact within 10 working days of receipt.

Contacts: Any questions or complaints related to this Business Partners code of conduct can be addressed to ethics@nbks.com