

ArcelorMittal Tubular Products Al-Jubail Group

SUPPLIER CODE OF CONDUCT

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1. INTRODUCTION

1.1 **THIS SUPPLIER CODE OF CONDUCT** (the/this **Code**) forms part of the corporate governance framework of ArcelorMittal Tubular Products Al-Jubail (**AMTPJ**) and its wholly owned subsidiary Jubail Energy Services Single Shareholder Limited Liability Company (**JESCO**) and any of their respective wholly owned subsidiaries including any subsidiaries wholly owned by the latter within or outside the Kingdom of Saudi Arabia (together **AMTPJ Group** or the **Group**).

1.2 This Code establishes a policy for all current and potential suppliers of the Group legal entities (the "**Entities**"). Suppliers include vendors, manufacturers, contractors, sub-contractors and their affiliates, and any other service providers who are/will be registered with any of the Group entities and are seeking to provide goods, services and personnel to any of the Entities or which are currently parties to agreement for such purposes with any of the Entities or any of its contractors.

1.3 This Code contains the policies that relate to the legal and ethical standards of conduct that the Suppliers are expected to comply with while carrying out their contractual obligations and providing their services to any of the Entities.

1.4 Furthermore, this Code is intended to help Suppliers focus on areas of ethical risk, provide guidance to recognize and deal with ethical issues, provide mechanisms to report unethical conduct, and to help foster a culture of honesty and accountability.

1.5 All Suppliers contribute to the Group's success by participating in a culture of compliance and understanding the policies that apply to the business, by embracing the Group's commitment to integrity, and by acting to enforce applicable international standards, avoiding violations and safeguarding the reputation of the Group.

1.6 Suppliers have a duty and personal commitment to the Group to uphold its common ideals, as set out in this Code, which will enable the Group to continue to prosper while maintaining its reputation of a high standard of integrity and ethics.

1.7 This Code shall be effective as of 01 January 2024 (the **Effective Date**). As of the Effective Date this Code shall supersede and render ineffective any supplier code of conduct or documents of similar nature previously applicable at any of the Entities.

1.8 This Code shall be reviewed periodically so as to ensure compliance with all applicable laws and regulations.

2. CODE ACKNOWLEDGMENT

2.1 Each Supplier shall sign the attached acknowledgment form (or otherwise send an acknowledgment by electronic mail to the e-mail addresses as stated in the acknowledgement form) upon entering into any contractual arrangement with any of the Entities affirming that Supplier:

(a) Has received a copy of this Code;

(b) Has read and understood all provisions this Code; and

(c) Has agreed to comply with all provisions this Code.

2.2 In case a Supplier is not in position to comply with the above requirements as set forth in clause 2.1, the Group Legal, Ethics and GRC Department together with the Group Internal Audit Department shall consider the matter and may resort to the Group Board of Directors and/or the Group Audit and

Compliance Department for guidance and advice. In case a waiver of this Code is made, or granted, appropriate disclosures shall be made as may be required.

3. COMPLIANCE WITH LAWS, CODES AND REGULATIONS

The Group expects the Suppliers to be governed by and subject to the laws of their countries in which they are headquartered and with all applicable laws, rules and regulations of the Kingdom of Saudi Arabia.

4. TREATING PEOPLE WITH DIGNITY AND RESPECT

4.1 *Human Rights*

Suppliers must adhere to the human rights laws of the Kingdom of the Kingdom of Saudi Arabia and those applicable in the country of their incorporation, the countries in which they are operating in, and all other applicable standards.

The Group shall comply with all applicable laws regarding the treatment of our employees and other stakeholders. We insist that our Suppliers also uphold these principles, and we are committed to working with all Suppliers and other partners as they undertake similar assessments of their own business and develop their own approach to respecting human rights.

4.2 *No Forced or Child Labour*

Suppliers that do business with the Group are prohibited from using slave or involuntary labour, of any kind including prison labour, debt bondage or forced labour by governments. Suppliers must not engage in human trafficking and must not use physical or psychological abuse, threats of violence, any forms of violence, or other forms of physical or mental coercion.

Suppliers who undertake business with any of the Group companies must comply with all applicable child labour laws, and those laws related to hiring, wages, hours worked, overtime and working conditions. Only workers who meet the applicable minimum legal age requirement in the country where they are working may be hired by a Supplier.

4.3 *Diversity and Inclusion*

The Group believes in recognizing and valuing our differences to deliver superior results. Bringing together people of different races, gender, education, language, skill sets, and experience, enables ideas and innovation to flourish.

The Group expects its Suppliers to be inclusive and to ensure that their employees and other stakeholders are always treated with dignity and respect. The Group expects its Suppliers to prohibit discrimination or harassment against anyone based on an individual's ethnic descent or national origin, religion, race or colour, gender, age, disability.

To best meet these expectations, Suppliers should have formal policies that prohibit harassment and discrimination and should periodically review hiring and promotion practices to ensure fair treatment.

4.4 *Anti-Harassment*

The Group is committed to a working environment which is free from harassment, including discrimination, victimization and bullying, and in which dignity of the individual is paramount. The means making sure no one faces any verbal or physical abuse at work, or any kind of behaviour that creates a hostile or intimidating work

environment. Suppliers must comply with the Anti-Harassment Law issued pursuant to Royal Decree No. M/96 dated 23/09/1439H. As such, all Suppliers are responsible for helping to ensure that individuals do not suffer any form of harassment. Suppliers shall comply with the Group's Anti-Harassment Policy which forms an integral part of this Code.

4.5 *Wages and Hours*

Suppliers must follow all applicable laws regarding working hours, wages and overtime pay. Wages paid should be appropriate for the kind of work being done and the experience of the worker. Suppliers should conduct operations in ways that limit overtime to a level that ensures humane and productive working conditions.

Suppliers must pay overtime and any incentive rates required to meet standards. Workers should receive necessary time off, paid annual leave and holidays, as required by local laws.

5. ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY PRACTICES

5.1 It is the responsibility of the Supplier to ensure that its facilities are designed and safely operated in compliance with the established government and industry environment protection policies to avoid unnecessary risks to the environment or public. The Group is zero tolerant to any lasting environmental, or any health or safety related incidents. Suppliers are expected to safeguard and comply with the relevant security controls. The Group will not tolerate any event that may present a risk to its physical, cyber or information security.

5.2 It is important that Suppliers manage compliance, minimize environmental impact and drive continual improvement of environmental compliance. Suppliers must maintain documentation to be able to respond to requests for information including but not limited to resource consumption, emissions, compliance, environmental risks and liabilities and any other environmental sustainability matrices.

5.3 Such compliance shall include, amongst other things:

(a) Obtaining and maintaining any necessary environmental permits.

(b) Proper handling and disposition of hazardous materials and refuse.

(c) Monitoring, controlling, and responsibly treating discharges generated from operations.

(d) Ensuring most efficient use of resources such as water and energy and actively minimising waste being generated.

(e) Conducting appropriate employee safety training and providing adequate safety equipment.

(f) Maintaining records of safety training and monitoring safety performance.

(g) Taking all reasonable steps to make sure that Suppliers' employees comply with applicable health and safety rules and regulations and perform their duties and work in a manner which will not endanger themselves or others.

(h) Providing training required to promote sound public health and hygiene practices.

(i) Working to set Key Performance Indicators to monitor compliance of environmental, health and safety practices.

6. SAFE AND HEALTHY WORKPLACE

A safe and healthy working environment is critical to the success for both an effective partnership between the

Group and its Suppliers. Suppliers must comply with all applicable laws regarding working conditions. This includes worker health and safety, hygiene and sanitation, fire safety, risk protection and electrical, mechanical and structural safety and effective preventive processes.

7. ETHICAL BUSINESS PRACTICES

To meet social responsibilities, Suppliers are expected to conduct their business in an ethical manner and to act with integrity at all times and comply with the Group's Business Code of Conduct and the Group's Anti-Bribery and Anti-Corruption Policy which form an integral part of this Code. Ethical requirements include but are not limited to the following:

7.1 *Business Integrity*

The Group strictly prohibits all bribery and corrupt payments, gifts, in cash or in kind, and all of its Suppliers must comply with the applicable laws and the Group's policy that prohibits giving anything of value to any person or entity where the purpose is to influence the recipient's objectivity in making a business decision. This prohibition is applicable to direct first-degree relatives (i.e., father, mother, spouse and children) and indirect relationships of both Suppliers and the Group employees.

Bribery can include not just the payment of money, but the transfer of anything of value including lavish entertainment or travel expenses, political or charitable donations. The Group does not tolerate bribery in any form and is committed to conducting its business with integrity. The Group also reserves the right to refer such matters to public authorities, for possible criminal prosecution.

7.2 *Fraud*

The Group is committed to promoting honesty, and integrity and operates a zero-tolerance approach to fraud. All Suppliers are expected to share this commitment and lead by example in ensuring adherence to appropriate regulations, procedures, practices and the Code.

7.3 *Fair Competition Laws*

Suppliers will conduct their business in line with fair competition and in accordance with all applicable anti-trust laws. Suppliers shall not engage in collusive bidding, price discrimination, anti-competitive, antitrust or other unfair trade practices.

7.4 *Conflict of Interest*

Suppliers must do business in a way that is open, transparent and with the highest integrity. There is the potential for a conflict of interest if a Supplier's employee or his/her relative (family member or otherwise) has a close relationship with a Group employee, who can make decisions that will affect the relationship and dealings between the Supplier and the Group. For that reason, the Supplier must disclose these types of relationships to the Group before entering into negotiations and whenever they arise.

The Supplier should notify the Group if any of its employees' family members work for the Group, have a financial interest in the Group, or have any kind of past or present business relationship with the Group. To better ensure that such notifications occur, Suppliers should have policies regarding conflicts arising from personal relationships and the giving and receiving of gifts and other business courtesies.

7.5 Gifts and Business Courtesies

Suppliers must comply with the Saudi Arabian Anti-Bribery Law issued pursuant to Royal Decree No. M/36 dated 29/12/1412H. The Group also has strict rules relating to gifts in its governance policy,

which limits the giving and receiving of gifts and business courtesies. Whilst the exchange of the courtesies such as meals, entertainment and nominal gifts is a widespread practice, these exchanges must be occasional.

Low value gifts (e.g., giveaways or token gifts such as branded pens, coffee mugs, small boxes of confectionery or small fruit baskets etc.) may be accepted as well as larger items (e.g., large boxes of confectionery or larger gift hampers, etc.) may be accepted on behalf of a whole department of the Group. However, gifts from providers or tenderers must never be accepted during a tendering process. Cash and gifts that are cash equivalent (e.g., shopping coupons) must also never be given or accepted.

Any relationship or dealings with public officials must be in strict compliance with the rules and regulations to which they are subject to.

8. INTELLECTUAL PROPERTY

Each Supplier must ensure that its own supply network respects the intellectual property of others. Suppliers must take reasonable steps to ensure that their vendors, through all tiers, safeguard sensitive information. Suppliers must avoid transmitting information from other customers to the Group without written permission. To the extent that contractual obligations agreed between the Group and its Suppliers differ from this section, the provisions of the contract shall prevail.

9. LOCAL CONTENT

The Group is strongly committed to contributing to the development of the economy of the Kingdom of Saudi Arabia. It shall make the necessary efforts to that end by, amongst other things, building local capacity and capabilities and by prioritizing national assets, labour, goods and services, and technologies in its procurement, research and development, and operations. Suppliers and their sub-contractors must ensure full compliance with all applicable national local content regulations. Moreover, suppliers, and their sub-contractors, must strictly adhere to all stipulations and provisions relevant to local content contained within contractual arrangements. Suppliers are expected to undertake all necessary measures to boost the national economy.

10. CONFIDENTIALITY

Suppliers shall preserve all confidential information in trust and confidence, and shall not under any circumstance use, disclose, communicate or convey, or conveyed, directly or indirectly, any such information, except as may be necessary in the performance of their duties, considering that any such exceptions should be governed by a signed non-disclosure agreement by the receiving party of the information. Moreover, Suppliers shall not misuse or misappropriate confidential information whether directly or indirectly, or use them in any way, except as required under applicable laws.

11. MONITORING COMPLIANCE

11.1 Suppliers shall be responsible for complying with the requirements set forth in this Code and shall conduct periodic internal reviews, inspections and audits to ensure their compliance with the Code. Suppliers shall raise awareness among its employees to ensure adherence to this Code including by providing clear instructions, guidance, information and adequate trainings.

11.2 No code or policy can anticipate every situation that may arise. However, the Group expects its Suppliers to exercise independent professional judgment and to deter wrongdoing in the conduct of all duties and

responsibilities on behalf of the Group.

11.3 Suppliers are expected to perform their work with honesty and integrity in any areas not specifically addressed by the Code.

11.4 Suppliers are required to immediately notify and promptly disclose to the relevant AMTPJ Group company as soon as they become aware of any actual or potential violation of the Code.

11.5 Suppliers may utilize the whistleblowing helplines which are made available by AMTPJ Group and may choose to withhold their identity when filing a report. Separate helplines for each of AMTPJ and JESCO are in place and are available in many languages including but not limited to Arabic and English.

11.6 Where a Supplier wishes to file a report, it may do so be either calling the toll-free helpline on

For **AMTPJ**:

(a) calling the toll-free hotline on *800 844 2067*, or

(b) filling in the form which may be accessed through the portal found at www.safecall.co.uk/en/clients/amtp

FOR **JESCO**:

(a) calling the toll-free hotline on *800 844 2067*, or

(b) filling in the form which may be accessed through the portal found at www.safecall.co.uk/en/clients/jesco

11.7 Suppliers shall maintain appropriate records to substantiate compliance with the requirements of the Code and provide such proof to the Group upon request. Suppliers shall support the Group in any inquiries or investigations pertaining to violations or apparent violations in relation to the Group business activities.

11.8 Suppliers are expected to take necessary corrective actions to promptly remedy any identified noncompliance.

12. Other relevant Group Codes and Policies

This Code complements relevant provisions of the Group's Code of Business Conduct, Anti-Bribery and Anti-Corruption Policy, the Anti-Harassment Policy and its Conflict-of-Interest Policy. Suppliers are recommended to refer to said documents for further details.

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U. Bathke
General Counsel
Head of AMTPJ Group Legal, Ethics and GRC Department

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ACKNOWLEDGEMENT FORM TEMPLATE

ARCELORMITTAL TUBULAR PRODUCTS AL-JUBAIL GROUP

ArcelorMittal Tubular Products Al-Jubail Group (hereinafter referred to as (the **"Group"**) is committed to the highest ethical and legal standards in the conducts of its business. The Group requires all registered vendors, manufacturers, contractors, sub-contractors and any other service providers, with whom the Group conducts business ("**Suppliers**") to acknowledge and agree to abide by the policies and principles set forth in its Group Supplier Code of Conduct ("**Code of Conduct**").

The Code of Conduct shall be acknowledged by Suppliers at the time of registration or, if previously and currently registered, at the time of submitting a request for registration renewal or submitting bids and proposals in response to the Group's invitations and solicitations to bid.

This Acknowledgement to the Code of Conduct must be signed by an authorized representative of the Supplier or individuals acting as an attorney on behalf of the Supplier via an appropriate power of attorney that is consistent with the legal requirements of the Kingdom of Saudi Arabia.

The fully filled in and signed acknowledgement form is to be sent to the following address in PDF format:

AMTPJ Group Legal, Ethics and GRC Department at

[...]

I, on behalf of _____ ("**the Entity**"), hereby acknowledge and agree to abide by the Code of Conduct and to take all reasonable steps to ensure that employees, officers, directors, and agents of the Entity are aware of and shall, at all material times, abide by the Code of Conduct when preparing and submitting bids and proposals for any work related to any of the Group entities, when providing goods and services to such entities, and during the performance and administration of all agreements and any other similar contractual arrangements entered into with any of the Group entities.

Name	
Signature	
Date	