



## **Supplier Code of Conduct**

### **Environment, Corporate And Social Responsibility**

#### **CODE OF CONDUCT (SUPPLIERS AND CONTRACTORS)**

Zain is committed to integrity, respect for the law and going beyond the law to advance social and environmental responsibility. The purpose of this Supplier Code of Conduct ("Code") is to ensure that our local and international Suppliers share Zain's commitment to such responsible business practices.

This Code contains general requirements applicable to all suppliers and their sub-suppliers and shall include contractors, intermediaries and any other third party contracted by the aforementioned to provide goods or services to Zain and Zain's divisions and subsidiaries.

For the avoidance of doubt, for the purpose of this Code, suppliers are defined as those businesses that sell goods and/or services to Zain, its divisions and subsidiaries.

Zain will seek to identify and engage suppliers who conduct their business based on a set of ethical standards based on its own. Zain will not knowingly do business with suppliers who do not meet the requirements set out in this Code and of Zain's ESMP (Environmental and Social Management Plan) guidelines for suppliers and contractors (as defined below).

ESMP guidelines have been prepared especially for implementation and adherence by all network and network equipment suppliers and well as all contractors and sub-contractors engaged in the design, roll-out, implementation and management of Zain's networks. The ESMP guidelines must be given to all such ZAIN suppliers and contractors in order for them to understand the company's vision on ESMP in daily activities.



Particular supplier contracts may contain more specific provisions addressing some of these same issues. In such instances Environmental, Health and Safety (EHS) conditions for the construction contractor should be included in the standard construction contractor agreement.

Our suppliers and their sub-suppliers are responsible to ensure that the business practises identified in this Code and other related documents referred to, are abided by at all times.

## **I LABOUR STANDARDS**

- Our suppliers are expected to have responsible human health, labour and workplace policies and practices that comply, at a minimum, with applicable local legislation and regulations. Zain has particular concern in the following fundamental elements:

### **➤ Fair Labour Employment Terms concerning;**

- (i) hours of work in accordance with local labour laws;
- (ii) minimum wage and overtime payments;
- (iii) health and safety conditions - ensuring the effective health and well being of workers as well as safety management regulations;
- (iv) contributions to health insurance and pension schedules and other legally mandated employment terms with regard to workers;
- (v) fair treatment in the workplace, free of harassment and unlawful discrimination.

### **➤ Forced labour**

- (i) Prevention of involuntary labour and unfair labour practices of suppliers, sub-suppliers, contractors and intermediaries;
- (ii) Forced or compulsory labour and freedom for employees to leave employment after providing reasonable notice.

### **➤ Child Labour**

- (i) No person should be employed below the minimum legal age for employment, in the country of employment.



➤ **Human Rights**

Treatment of employees with respect and dignity with zero tolerance against inhumane treatment of employees and human rights abuses is mandatory.

Zain shall not engage in business with entities that are implicated in any form of human rights abuses whatsoever whether directly or indirectly and/or by are complicit to human rights abuses.

**II ANTI-CORRUPTION**

- Suppliers acting on behalf of Zain must comply with all local laws dealing with bribery of government officials;
- If a supplier employee is a family relation (spouse, parent, sibling, grandparent, child, grandchild, mother-or father-in-law, or same or opposite sex domestic partners) to an employee of Zain, or if a supplier has any other relationship with an employee of Zain that might represent a conflict of interest, the supplier should disclose this fact to Zain or ensure that the Zain employee does so;
- Zain adheres to stringent procurement procedures and guarantees transparent and equal opportunities for its suppliers, fostering competition where possible.

**III COMPLIANCE**

Our suppliers must comply with all relevant legislation and regulations, whether domestic or foreign, which govern the conduct of their business.



#### **IV ENVIRONMENT**

Our suppliers are expected to have responsible environmental policies that comply with applicable local, national and international standards and regulations and particularly:

- Ensure continued improvement in environmental and social performance, both internally and within the local communities in which Zain operates;
- Prevent or substantially minimise negative environmental impacts;
- Save natural resources through the integration of environmental concerns into design and planning processes;
- Ensure the implementation of appropriate waste management and pollution control procedures;
- Ensure avoidance or phase out of toxic substances such as ozone depleting substances (ODS) and polychlorinated biphenyls (PCBs) and the promotion of eco-efficiency and use of renewable energy;
- Promptly communicate with Zain any negative environmental impact that might have resulted from the contracted activities and provide a remedial plan of action.

#### **APPLICATION**

- Zain will ensure regular communication with its suppliers to enable them to implement the policies and understand any issues that arise. This will include developing a formal procedure for dealing with claims of misconduct made against Zain employees;
- Zain expects suppliers to develop and implement appropriate internal business processes to ensure compliance with the Code, and to demonstrate compliance with the Code at the request and satisfaction of Zain;
- Zain reserves the right to audit suppliers and conduct site visits as and when required;



#### Zain Group Procurement - Supplier Code of Conduct

- Zain reserves the right to terminate an agreement with any supplier that cannot demonstrate that they are upholding the requirements identified in this Code and has not done so;
- Zain reserves the right to blacklist a supplier for a period of seven (7) years in the event a supplier is found in breach of this Code;
- Zain reserves the right to seek damages from the supplier in the event it has suffered loss or damage as a consequence of a supplier found in breach of this Code;
- Zain shall make this policy available to the public, reviewing it regularly and revising it as necessary.

**End of Supplier Code of Conduct.**