



Integral's Supplier Code of Conduct

1. Introduction:

Gulf Digital Medial Model W.L.L and its subsidiaries ("Intigral") is committed to doing business with the highest standards of ethics and integrity Intigral expects that its suppliers share this commitment fully, and Intigral's Supplier Code of Conduct outlines the main principles and provides practical guidance on the scope and depth of this commitment to ethics and integrity. This Supplier Code of Conduct shall become part of the Supplier's contractual obligations to Intigral.

2. Compliance with Laws and Regulations:

Supplier shall comply with all applicable Laws and Regulations, the requirements set forth in this Intigral's Supplier Code of Conduct Form, and its contractual obligations to Intigral.

3. Environmental, Health and Safety and Sustainability Practices:

Supplier shall provide a safe and healthy workplace for its workforce consistent with the best available international standards of public health and hygiene and shall conduct its business in an environmentally friendly and sustainable manner.

4. Anti- Corruption:

Supplier shall prohibit by policy and proactively monitor its business activities to prevent any form of corruption, bribery, extortion, embezzlement, fraud, kickbacks or any other similar unethical or unlawful conduct that might be directed towards Intigral , any government or government official, or any private party. Supplier shall similarly prohibit and prevent any form of payment, loans, privileges, benefits, inducements or other transfers of anything of value directly or indirectly to Intigral or its employees or their families that appear to be intended or designed to secure an improper or unethical advantage or to influence or compromise the objective judgment of Intigral, its employees or representatives.

5. Gifts, Gratuities and Hospitality:

Supplier and its employees shall not offer or provide any gifts or hospitality to Intigral, any of its employees or their families.

6. Fair Trade Practices:

Supplier shall not engage in any unfair or unlawful trade and commercial practices, including, without limitation, collusive bidding, price discrimination, or other anti-competitive or unfair trade practices.

7. Fair Employment Practices:

Supplier shall ensure fair employment practices for its workforce by respecting the dignity, privacy and rights of its employees and contractors and refraining from:

- Unlawful discrimination.
- Exceeding applicable working time hours.
- Use of child or forced labor.
- Unfairly or inadequately compensating employees for their work.

8. Confidential Information and Intellectual Property:

Supplier shall adhere to the following:

- Intellectual property (patents, trademarks, service marks, copyrights and trade secrets) of others, including that of Intigral.
- Preserve and protect Intigral trade secrets, proprietary information or other confidential information from inadvertent or intentional disclosure.
- Not solicit, encourage or induce any current or former Intigral employees to disclose any Intigral confidential, proprietary, trade secret or any other restricted information for any purpose.

Supplier understands and acknowledges that Intigral considers any breach of confidentiality or unauthorized disclosure of intellectual property or confidential or proprietary information or material to be very serious and grounds for disqualification of the supplier or termination of the relationship.

9. Cybersecurity:

Supplier shall implement cybersecurity safeguards that comply with applicable law and are no less rigorous than the best industry security practices such as ISO/IEC 27001 on “Information Security Management System-Requirements,” NIST and equivalent standards.

10. Publicity:

Supplier shall not initiate any public communications, press releases, or other forms of publicity that relates to Intigral or to the Supplier’s relationship with Intigral without the advance, written approval of the Intigral Corporate Communications and Commercial Procurement Departments.

11. Conflict of Interests and Communications:

Supplier shall communicate fairly, honestly and transparently with Intigral. Supplier shall promptly and proactively disclose to Intigral any interests or circumstances that either actually conflict or might cause the appearance of a conflict with the best interests of Intigral, including, for example, any personal, financial, or family relationships the Supplier or its employees may have with any employee at Intigral. Supplier will cooperate with Intigral in the management of any conflict of interests.

12. Sub-tier Suppliers:

If a Supplier is authorized by Intigral to sub-contract any part of the scope of work, then Supplier shall flow down this Code Form as part of the subcontract so that such sub-tier suppliers are bound to adhere to the requirements of Intigral's Supplier Code of Conduct Form.

13. Reporting and Compliance:

Supplier shall promptly report to Intigral any suspected or actual violation of Intigral's Supplier Code of Conduct Form to Intigral through this email address: speak-up@intigral.net The Supplier shall cooperate with Intigral in any inquiry, audit, or other investigation that Intigral deems necessary relating to any suspected or alleged violation of this Code Form, regardless of whether the Supplier reported the suspected violation.

14. Monitoring:

Intigral reserves the right to audit the Supplier to monitor its compliance with this Code. In addition to audits, Intigral monitoring may include on-site visits and inspections, questionnaires and review of other information necessary to evaluate supplier compliance with Intigral's Supplier Code of Conduct Form.

Supplier shall cooperate in such audits or monitoring and, to the extent shortcomings are identified, take prompt and effective corrective action.

Supplier shall maintain appropriate and relevant records pertaining to the scope of work supplier performed for Intigral for a period of at least 10 Years after the date of final payment for the work. Supplier acknowledges and understands that Intigral's evaluation of supplier's adherence to Intigral's Supplier Code of Conduct Form is an important factor in Intigral's overall performance assessment of the supplier, and that Intigral will consider that assessment in selecting future bidders, administering contracts and deciding whether to disqualify or restrict the supplier from future business opportunities.

15. Additional requirements for Suppliers registered in the Kingdom of Saudi Arabia:

The supplier shall comply with all Laws, Regulations and Policies relating to:

- Saudization and jobs localization in Saudi Arabia that have support the employment of qualified Saudis in appropriate jobs.
- Preference for national origin products and services in accordance with the Favoring National Products Rules.