

# Supplier Code of Conduct

This Supplier Code of Conduct is based upon internationally accepted and advocated principles for ethical and legally compliant business practices. The Commercial Bank (P.S.Q.C.) (the “Bank”) has a systematic approach to the application of this Supplier Code of Conduct in respect of its supply chain business partners, including suppliers, contractors, consultants, any sub-contractors and agents (“Business Partners”). In doing so, the Bank's goal is to ensure that its business relationships are based upon a foundation of integrity and sustainability, and reflect the values and principles that the Bank promotes internally and externally.

The Bank expects that its Business Partners comply with the principles set out in this Supplier Code of Conduct and will actively promote such principles with their own supply chain.

## 1. BUSINESS PRACTICES

### Compliance with laws

Business Partners must comply with all applicable laws and regulations.

### Anti-Corruption and Anti Bribery

Business Partners must not engage or be complicit in, or encourage any activity, practice or conduct that would be an offence under, or breach of, any applicable laws relating to corruption and bribery.

Business Partners will not, in order to obtain or retain business or other advantage in the conduct of business, offer, promise or give anything of value or an undue advantage to a public official or to any third party to influence such person to act or refrain from acting in relation to the performance of her/his duties.

### Conflict of Interest

Business Partners will not request, accept or receive anything of value or an undue advantage that may influence their decisions, nor take part in or seek to influence any decision where there are related circumstances, factors or relationships (business, personal, economic or otherwise) that could give rise to an actual or perceived conflict of interest. If, a conflict or risk of conflict of interest arises, Business Partners undertake to notify the Bank immediately in writing of that conflict or risk and take any steps that the Bank reasonably requires to resolve the conflict or deal with the risk.

Prior to engaging in any supply of products/services, Business partners must:

- Disclose ownership and management details of the company
  - Declaration that none of the owners / management is a related party (directly or indirectly) of the Bank
  - If there is a related party involvement, details of the same must be disclosed while acknowledging intent to participate.
- Any disclosure / finding at a later stage of finalizing/award of the order can result in disqualification/termination of contract

### Gifts

Business Partners will not offer, promise, give, request or accept gifts, favours or hospitality which are more than modest, both with respect to value and frequency, or are inappropriate with respect to time and place. Business Partners will not offer, give, request or accept any gifts, favours or hospitality

whatsoever in connection with tender or contract negotiation/award processes.

### Improper Business Conduct

Business Partners will not enter into, seek to enter into or otherwise engage in any form of agreement, arrangement or activity that would be a breach of applicable competition laws and regulations.

## 2. WORKING CONDITIONS

### Forced Labour and Recruitment

Business Partners will not employ people against their will or use recruitment agencies who charge workers for recruitment. Workers shall not be charged any “start-up” costs, including but not limited to costs of pre-medical checks, obtaining Entry Visas, Residence Permit/Work Permit, Insurances or other similar expenses.

### Working Hours

Business Partners will comply with all applicable laws, regulations and agreements regarding working hours and overtime.

### Child Labour

Business Partners will not employ children except if such employment is expressly permissible according to applicable law. Business Partners will not employ persons below the age of 18 in any form of hazardous work.

### Document Retention

Business Partners will not require workers to lodge identity papers or deposits (financial or otherwise) as a condition of their employment.

### Employment Conditions

Business Partners must ensure a healthy, safe and secure working environment for workers. Business Partners must ensure that their workers are treated fairly and are not harassed or discriminated against. Business Partners must comply with local applicable laws.

### Wages

Business Partners agree to pay workers in a timely manner and to take care of workers' compensation and general 'well-being' (e.g. accommodation if applicable) in a fair and reasonable manner. Business Partners shall comply with applicable laws and regulations (e.g. WPS in Qatar).

# Supplier Code of Conduct

Basic salaries paid to workers shall be the greater of: (i) the basic salary offered to the worker at recruitment; (ii) the minimum basic salary specified by the relevant Embassy; (iii) the minimum basic salary, if any, mandated by the Bank in the contract.

### 3. LOCAL COMMUNITY

#### Qatar Specific Requirements

Qatar based Business Partners shall comply with the Qatar Supreme committee's standards, for detail please refer to <https://www.qatar2022.qa/sites/default/files/docs/Workers-Welfare-Standards-Qatar-2022-v2.pdf>

#### Pollution and Emissions

Business Partners will seek to avoid pollution and to minimize emissions and waste production.

#### Local Customs

Business Partners will respect local religious and cultural customs and the rights and integrity of local communities.

### 4. Information Security and Data Security

Business Partners must comply with Bank requirements relating to data privacy, confidentiality, security and intellectual property protection. Business Partners must ensure appropriate controls are in place to protect the Bank's brand, data and IP being processed as part of the relevant service being provided by the supplier. Any information used in the business relationship with Bank that is non-public and proprietary must be protected against loss and infringement. In case of sub-contracting, sharing of confidential information must have prior consent from Bank.

Business Partners must have information security and data security processes and technology in place to ensure the protection and integrity of Bank data. Suppliers must also comply with all of the Bank's information security requirements, regulatory requirements and local Qatari law requirements, such as the Qatar Central Bank Technology Risk Circular and Qatar Data Protection Laws. The Bank's suppliers must also notify the Bank of any cyber breach which affects the Bank's brand, data and IP being processed as part of the relevant service as soon as the breach is identified.

\*The Bank may amend this Supplier Code of Conduct from time to time to comply with applicable laws or regulations or to meet the Bank's changing business requirements without notice to you.