



Supplier Code of Conduct

Feb 2026

This Supplier Code of Conduct was approved by the Board of Directors on 17 Feb 2026

INTRODUCTION

Zain is committed to operating its business activities grounded on integrity, respect for the law and going above and beyond to advance social and environmental responsibility. The company is firmly committed to the United Nations Universal Declaration of Human Rights (UDHR), the Core Conventions of the International Labor Organization (ILO) and the OECD Guidelines for Multinational Enterprises. The purpose of this Supplier Code of Conduct (Code) is to ensure that our local and international suppliers share Zain's commitment to responsible business practices and adhere to Zain's values.

The Code contains general expectations applicable to all, current and prospective suppliers to Zain Group, its operating companies, Zain's subsidiaries and divisions and business entities under Zain's management control. Suppliers are defined as businesses that provide products and/or services to Zain, including contractors and sub-contractors.

Zain will seek to identify and engage suppliers which conduct their business based on a set of ethical standards and best practices and are aligned to Zain's ethical, environmental, and social approach to business, including the company's Science Based Targets initiative (SBTi) verified emissions reduction targets, its ambition to achieve Net-Zero by 2050, and its commitment to safeguarding nature and biodiversity. Zain will not knowingly conduct nor enter business relationships with suppliers that do not meet the expectations set out in this Code, which forms an integral part of Zain's overall Environmental and Social Management Plan (ESMP). A copy of the ESMP will be provided to all Zain suppliers so that, where applicable to their vendor category, they can understand and implement Zain's vision on environmental and social management matters.

Zain expects all suppliers to accept Zain's Human Rights Policy Statement which is publicly available on the Zain Group Website in the below link: <https://www.zain.com/en/about-us/corporate-governance/code-conduct-ethics/>.

Suppliers are required to comply with all applicable laws and regulations, including relevant Capital Markets Authority (CMA) laws, bylaws, and instructions. Suppliers must adhere to anti-money laundering, anti-corruption, and anti-fraud laws, avoid conflicts of interest, comply with applicable sanctions, comply with related party transactions policy and maintain accurate records for audit and inspection purposes.

SUPPLY CHAIN MANAGEMENT AND SCREENING PROCESS

1. Supplier Due Diligence Process

Zain is committed to maintaining a responsible and ethical supply chain. At Zain, we have established a structured supply chain management and screening process that all suppliers must adhere to. This process is designed to assess, monitor, and enhance supplier performance in alignment with Zain's sustainability targets and ethical standards and manage supply chain sustainability risks and opportunities.

1.1. Adherence to Zain's Policies

1.1.1. Adhere to Zain's Supplier Code of Conduct.

1.1.2. Acknowledge and align with Zain's Human Rights Policy Statement.

1.1.3. Acknowledge and align with Zain's Responsible Marketing and Communications Standard, if applicable

1.2. Complete Mandatory Supplier Training Videos

1.2.1. Complete Zain's mandatory supplier training videos to understand key expectations and compliance requirements.

1.3. Complete the Supplier Self-Assessment Questionnaire (SSAQ)

1.3.1. Complete the Supplier Self-Assessment Questionnaire (SSAQ) to enable Zain to evaluate sustainability and ethical risks.

1.3.2. Suppliers may be subject to respond and provide clarification on specific answers or findings highlighted in the SSAQ to ensure transparency and support continuous improvement.

1.3.3. Conduct Supplier Physical Audits

1.4. Undergo physical audits, particularly for high-risk suppliers

1.4.1. Physical audit's role is to validate on-site compliance with Zain's Code and standards.

1.4.2. Following the audit, Zain may issue an observation form detailing findings and areas requiring corrective action. Suppliers are expected to respond within the specified timeline and demonstrate appropriate remediation.

1.5. Conduct Environmental Risk Assessments

1.5.1. Suppliers are subject to environmental risk assessments during onboarding and ongoing monitoring.

Zain might conduct environmental due diligence for potential new suppliers and carry out targeted risk assessments for suppliers operating in high-risk sectors or geographies. These assessments aim to identify potential environmental impacts and ensure alignment with Zain's Environmental and Social Management Plan (ESMP) and climate-related commitments.

1.6. Non-Compliance and Corrective Action

1.6.1. In cases where non-compliance is identified, whether through self-assessment, physical audits, or environmental risk evaluations, Zain requires suppliers to implement corrective actions within a specified timeframe, agreed by Zain and the Supplier. Follow-up assessments may be conducted to ensure effective remediation and sustained compliance.

1.6.2. Where non-compliance is not adequately addressed or poses significant risk to Zain's operations, reputation, values, or stakeholders, the supplier relationship may be reviewed, suspended, or terminated.

1.6.3. Zain commits to transparency in its supplier engagement process. Where no significant supplier non-compliance issues have been identified within a reporting period, Zain will explicitly state so in its public disclosures and reports.

SUSTAINABILITY AND ETHICAL OPERATING STANDARDS

2. Climate Change

Where applicable, to products and services, we expect our suppliers to adhere to environmental practices which comply with applicable local, national and international standards and regulations. Where relevant, this must include the following:

- 2.1.1. Fostering continued improvement in environmental and social performance, both internally and within the local communities in which Zain operates in;
- 2.1.2. Implementing preventive measures that mitigate negative environmental impacts and are aligned to Zain's ESMP and the national Environmental protection laws;
- 2.1.3. Saving natural resources through the integration of environmental/climate change aspects into design and planning processes as indicated in the ESMP and as per the Circular Economy Concept;
- 2.1.4. Ensuring the implementation of robust environmental procedures and pollution control in line with the local regulations, Zain's ESMP, product life management and any other internationally recognized protocols such as the Task Force on Climate-related Financial Disclosures (TCFD), Sustainability Accounting Standards Board (SASB) and others;
- 2.1.5. Ensuring adherence to the ESMP and not using toxic substances such as polychlorinated biphenyls (PCBs) or any other toxic substance and instead adopting and promoting eco-efficiency and the use of renewable energy. If a supplier uses such subjects, it should be disclosed to Zain;
- 2.1.6. Ensuring that substances with low to zero global warming potential (GWP) and with zero ozone depleting potential (ODP) are used;
- 2.1.7. Obtaining and retaining ISO14001:2015 certification for its environmental management and aligning to the Task force on Climate-related Financial Disclosure (TCFD) Framework;
- 2.1.8. Exercising due diligence in the traceability of products through its supply chain to avoid the purchase of conflict minerals and ensure that products are not sourced through illegal sources; and
- 2.1.9. Embracing efforts to reduce CO₂ emissions and greenhouse gases. water resources responsibly by minimizing consumption, preventing water pollution, and enhancing

water efficiency across operations. Suppliers must align with Zain's ESMP and applicable local regulations and are encouraged to implement water reuse and recycling practices, especially in water-stressed regions.

3. Construction And Operation

Where applicable to the relevant supplier, construction and operations contracts shall contain specific provisions addressing environmental, health and safety (EHS) conditions.

4. Traceability

Suppliers must ensure traceability and transparency across their supply chains. Particular attention should be given to raw materials and sectors with higher environmental or human rights risks. Suppliers should identify the source of key materials and ensure responsible sourcing practices throughout the value chain. Where possible, suppliers should prioritize circular economy approaches, such as material reuse, recycling, and the integration of secondary raw materials, to minimize resource extraction and waste.

4.1. When dealing with conflicts minerals

4.1.1. Suppliers must ensure that materials used are responsibly sourced and do not contribute to conflict and provide necessary certifications, if applicable.

4.1.2. Suppliers must conduct due diligence on the origin and chain of custody of minerals such as tin, tantalum, tungsten, gold, cobalt, coltan (3TG), and must not source from regions linked to armed conflict, human rights abuses, or illegal practices, in accordance with international standards and Zain's ESMP.

5. Labor Standards

We expect all our suppliers to conduct business ethically and have in place labor and workplace policies that abide by the ILO convention, the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights and are also in line with the local laws and regulations. These expectations include:

- 5.1. Freedom of Association & Rights to Collective Bargaining: Employees have the right to join trade entities and are not hindered to do so and have access to their rights for collective bargaining.
- 5.2. Child Rights and Labour: We expect our suppliers to adhere to the ILO Minimum Age Convention 1973. Persons employed should be above the legal age limit. Where the lower age limit is applied, the child's best interest should be the priority and programs for the child's development are set in place.
- 5.3. Forced Labor: Forced, compulsory, and bonded labor is not carried out including the use of trafficked individuals.
- 5.4. Working Hours & Remuneration:
 - 5.4.1. Follow local rules and regulations and not exceed the maximum as determined by the local laws.
 - 5.4.2. Overtime is to be compensated, and workers are entitled to at least one day a week rest.
 - 5.4.3. Salaries to meet and/or exceed national and legal requirements and written contracts are to be received by the employees prior to their employment.
- 5.5. Health & Safety:
 - 5.5.1. Provide employees with a safe working environment in accordance with local and international standards.
 - 5.5.2. Where applicable, provide employees with appropriate tools, protective gear and health & safety training.
 - 5.5.3. Accommodation and related facilities to be safe, hygienic and meet the basic needs of employees.
- 5.6. Discrimination and Harassment:
 - 5.6.1. Foster a work environment that is free from all forms of discrimination, harassment, and abuse. This includes, but is not limited to, discrimination based on race, gender, age, nationality, ethnicity, religion, or disability.

5.6.2. Harassment (verbal, physical, sexual, or psychological) is strictly prohibited, and suppliers must implement mechanisms to prevent and respond to such behavior.

6. Accessibility

Zain's definition of accessibility aligns with Article 9 of the United Nations Convention on the Rights of Persons with Disabilities (CRPD), which emphasizes that accessibility enables persons with disabilities to fully enjoy and exercise all human rights and fundamental freedoms. It also underscores the importance of ensuring that technology is designed, developed, and procured to be usable by all people, to the greatest extent possible, without the need for adaptation. Zain affirms that all its users, employees, and customers, regardless of ability, deserve equitable access to everything offered by the organization. This requirement applies to all its Suppliers.

6.1. Requirements

6.1.1. Suppliers must ensure their provided services and products can be used by diverse people, including persons with disabilities. This specifically includes ensuring that products are compatible with Assistive Technologies (devices, tools, and software, including but not limited to screen readers, screen magnifiers, and speech recognition applications).

6.1.2. Zain utilizes the international standard Web Content Accessibility Guidelines (WCAG) 2.1 as the benchmark for validating Supplier accessibility.

6.2. Validation & Documentation

6.2.1. Suppliers may be asked, at any stage, to provide an Accessibility Conformance Report (ACR) or a Voluntary Product Accessibility Template (VPAT) to substantiate their accessibility compliance.

6.2.2. Suppliers' services and products may be tested at any stage by Zain to validate access for people with diverse disabilities.

6.2.3. If a Supplier relies on third-party accessibility tools or subcontractors, Zain may request proof of accessibility, including details on testing methodology, testers, and validity of the results.

6.3. Remediation & Training

6.3.1. If accessibility gaps are identified during the pre-contract or contract stages, the Supplier must agree to a Remediation Roadmap and implement changes within the agreed timeline.

6.3.2. If, at the end of the agreed remediation period, no progress has been made regarding accessibility, Zain reserves the right to take the necessary and appropriate actions.

6.3.3. Zain will conduct necessary training for its Suppliers to facilitate awareness and knowledge regarding the organization's accessibility requirements.

7. Anti-Corruption

7.1. We expect suppliers acting on behalf of Zain to comply with all local laws dealing with bribery of government officials and to not engage in any acts of bribery/corruption at any time.

7.2. Zain expects all suppliers to ensure that their staff/workforce is duly informed on Human Rights Principles and follow-up measures are implemented thoroughly.

7.3. Zain expects all suppliers to have in place their respective anti-corruption policies.

8. Gifts & Hospitality Policy

Any gifts or hospitality offered, or provided, by suppliers must comply with the below:

8.1. Suppliers may only offer or provide business-related meals, legal entertainment and gifts to Zain employees,

8.2. subject to the following conditions: the value is less than KWD100;

8.3. it is not intended to affect the independence and objectivity of the employee; the relevant Zain employee did not request or solicit any gift or hospitality;

8.4. and gifts may not be in the form of currency or other forms of negotiable instruments.

9. Data Protection and Privacy

9.1. Suppliers must comply with all applicable data protection and privacy laws and regulations, including (where relevant), local data protection laws, and industry-specific standards.

- 9.2. Suppliers should sign Zain's Non-Disclosure Agreement while participating in Zain's tender process and if unsuccessful, they should commit to ensure confidentiality of any information that was offered by Zain to develop technical and commercial proposals.
- 9.3. Suppliers should adhere to security requirements that shall be customized as per the scope of work and nature of services provided to Zain.
- 9.4. Suppliers must implement appropriate technical and organizational security measures to ensure the confidentiality, integrity, and availability of all Zain data accessed, transmitted, or stored during the course of the contract. Such measures must align with international best practices and any additional requirements communicated by Zain.
- 9.5. Where applicable, suppliers shall provide Zain with evidence of appropriate security controls in place (this could be in the form of ISO certificates, audit or VAPT reports and timelines for closure of 'Critical' and 'High' open findings).
- 9.6. Suppliers should comply with Zain's Third-Party Security Policy.
- 9.7. Suppliers should designate a competent staff within their organization with responsibility to ensure security of Zain's information and data during the tenure of Zain's contract and post expiry of the contract.
- 9.8. Zain's data should be securely disposed within 90 days of contract termination or expiry.
- 9.9. Suppliers should also respect and comply with Zain's Personal Data Protection and Privacy Policy, especially when handling or processing Zain's customer, employee, or partner data. To learn more about Zain's expectations, please refer to Zain's Personal Data Protection and Privacy Policy.
- 9.10. Suppliers must within 72 hours report any actual, suspected, or potential data breach, unauthorized access, data loss, or security incident affecting Zain's information. Suppliers shall cooperate fully with Zain in any investigation or remediation process.

GOVERNANCE AND COMPLIANCE

10. Compliance

Zain expects its suppliers to comply with all relevant legislation and regulations, international conventions, whether domestic or foreign, which govern the conduct of their business.

Suppliers are expected to conduct business with the highest standards of integrity, transparency, and fairness. Bribery, improper gifts, and any form of corrupt practice are strictly prohibited.

Suppliers must comply with fair-competition laws, protect confidential and company-owned information, and respect established whistleblowing and reporting mechanisms, with no tolerance for retaliation against individuals who raise concerns in good faith.

Suppliers are also required to comply with the Company's Corporate Governance framework and all applicable policies, including those relating to conflicts of interest, related party transactions, anti-corruption, anti-money laundering, sanctions, and data privacy and protection. Appropriate controls must be maintained, and any actual or potential breaches must be promptly reported to the Company.

11. Communications

11.1. Suppliers must ensure that they and their staff and other representatives act professionally when communicating with third parties regarding Zain, its requirements, and any of its confidential information.

11.2. Suppliers must strictly comply with the confidentiality provisions of any NDA or agreement in place with Zain.

11.3. No public statements may be made regarding Zain via any medium (including the internet and social media) without prior written approval.

11.4. Any statements which misrepresent Zain or could bring Zain and its brand into disrepute will be regarded as a material breach by the supplier of any agreements in place.

12. Training & Guidance

12.1. Zain will work with its suppliers to ensure that applicable personnel receive training and guidance related to the Code.

13. Application

13.1. Zain will develop regular communications with its suppliers to support their implementation of these policies and understand any issues that arise.

14. Whistle Blowing

Zain maintains a zero-tolerance approach toward violations of this Code and encourages transparency and accountability throughout its supply chain.

All suppliers and their employees, subcontractors, and other stakeholders are expected to promptly report any of the following:

- Breaches of this Supplier Code of Conduct;
- Violations of human rights;
- Acts of corruption, bribery, fraud, or unethical business conduct;
- Environmental misconduct, including improper waste disposal or land contamination;
- Retaliation against individuals who report concerns in good faith.

Reports can be submitted anonymously or with attribution to: whistleblowing@zain.com

Zain will take all reports seriously and handle them in a confidential and secure manner. The company is committed to protecting whistleblowers from any form of retaliation, discrimination, or adverse treatment.

Suppliers are required to disseminate this Code and its principles across their organization and value chain, ensuring that all employees, subcontractors, and relevant business partners are aware of, understand, and comply with its provisions.

To learn more about Zain's Whistleblowing Policy and processes, please visit Zain's [Whistleblowing Policy](#).

15. Zero Tolerance Policy

15.1. Zain will not deal with any potential suppliers that violate the policies set out in this Code.

15.2. Any existing supplier found to be in breach of this Code will be provided with a written period of 30 days to remedy such breach, failing to do so reserves Zain the right to seek to terminate any existing agreements with such supplier in accordance with the terms of those agreements.

16. Review

This Code will be reviewed on a regular basis and as deemed necessary. For the avoidance of doubt, Zain will not permit amendments to this Code for a specific supplier and any revised version will be applied uniformly to all current and prospective suppliers.