

## **SABIC TEMPORARY WORKER CODE OF CONDUCT**

At SABIC we are committed to the highest standards of ethics, integrity and compliance in every transaction, and everywhere we do business. Our Code of Ethics sets out the principles we follow and affirms SABIC's commitment to uphold our core values. We seek to engage temporary workers that operate on similar principles. Failure to follow this SABIC Temporary Worker Code of Conduct (hereinafter the "Code") may result in legal action by SABIC, including termination of your temporary placement at SABIC.

SABIC expects its temporary workers to comply with the principles and obligations in the Code, in particular:

### **COMPLIANCE**

- Comply with all SABIC policies and applicable laws and regulations and act ethically in every aspect of business.

### **ENVIRONMENT, HEALTH, SAFETY AND SECURITY**

- Undertake your daily work in compliance with all applicable legislation and regulations, and comply with all applicable environmental, health, safety and security requirements as communicated by SABIC.
- Create and maintain a safe and secure working environment free from harassment.
- Follow SABIC's plans, systems, and programs to ensure the security of persons, facilities, information, IT assets and business continuity and to prevent access to its facilities by unauthorized personnel.
- Report all concerns of any unlawful or unsafe conditions and security lapses to site management.

### **ETHICAL REQUIREMENTS**

#### **Conflicts of Interest:**

- Avoid any interactions or relationships that may conflict, or appear to conflict, with SABIC's business relations and interests.
- Do not use SABIC's name or resources (such as intellectual property, computers, equipment and offices) or your time at SABIC for personal financial gain or, except as specifically permitted by local work rules, for your personal affairs.
- Do not profit personally from any business opportunities that belong to SABIC or that you have learned about in the course of your temporary work

engagement with SABIC, unless such opportunity has been expressly disclosed to and approved by SABIC.

- Disclose to SABIC your work related activities outside SABIC, including financial investments, employment and other relationships, if they may present a conflict of interest or create the appearance of such a conflict. Make these disclosures when the situation arises and obtain any necessary approvals before the actual conflict exists.

#### **Anti-Corruption:**

- Understand what constitutes a bribe. A “bribe” is an offer, authorization, gift or promise to give anything of value to another person for the purpose of obtaining or retaining business or gaining an improper business advantage.
- Do not pay bribes, kickbacks, or facilitating payments or give anything of value to secure an unfair advantage.
- Do not accept bribes.
- Do not offer any Business Gift or Hospitality to a Government Official without advance written authorization from a SABIC Regional Chief Legal Counsel. Business Gifts are items given as part of valid furthering of the business, for example, fruit baskets, flowers, cookies and promotional items like pens, mugs etc. Business Hospitality includes meals, lodging, travel and entertainment provided where the main purpose is the valid furthering of the business.
- Do not accept any Business Gifts from third parties offered during or because of your temporary position with SABIC. Business Gifts valued at up to \$100 (or equivalent amount in local currency, per recipient, per event) may be given to third parties. Giving Business Gifts beyond one time per year to the same recipient requires approval from a SABIC Manager.
- You may accept Business Hospitality valued at up to \$100 (or equivalent amount in local currency, per recipient, per event), and may give Business Hospitality to third parties valued at up to \$200 (or equivalent amount in local currency, per recipient, per event). Receiving or giving Business Hospitality beyond three times per year to or from the same recipient requires approval from a SABIC manager.
- Comply with all record-keeping requirements and financial controls (including expense reports) as communicated by SABIC to enable SABIC to demonstrate compliance with anti-bribery laws.

#### **Competition Laws (Antitrust):**

- Comply with all applicable laws regarding fair competition and antitrust.
- Do not discuss SABIC’s prices, bids, sales territories, allocation of customers or product lines, terms and conditions of sales, production capacity/output or sales

volume, costs, profits or profit margins, market share, product or service offerings, or distribution methods with competitors.

- Comply with all applicable trade control regulations and SABIC procedures, and understand whether any products or technologies that you work with are subject to export control restrictions.

#### **Privacy/ Data Protection:**

- Comply with the data privacy laws and regulations that govern personal data in the country where the data is collected, processed and used, as well as SABIC's applicable guidelines.
- Collect, process, and use personal data only for legitimate business purposes. Before you establish or update any system or process that collects, uses, discloses or transmits personal data, ensure that it will be compliant with all applicable personal data requirements. If unsure, seek guidance from SABIC Legal Counsel.
- Use "anonymous" and "aggregated" data where possible. Anonymous and/or aggregated data should be used where the risk of transferring personal data is high, the need for the personal data is low and you can readily aggregate the data or make it anonymous.
- Limit access to personal data to those who need it for a legitimate business purpose. Use care to prevent unauthorized access in processing personal data and (accidental) loss or destruction of personal data.
- Report data breaches as soon as possible (see: 'reporting compliance concerns' below).

#### **Intellectual Property:**

- Identify and protect SABIC's intellectual property.
- Do not publish or otherwise disclose (except as your duties for SABIC may require), either during or subsequent to your temporary placement at SABIC, any "secret" or "confidential" information or data belonging to SABIC, or any information or data of others that SABIC is obligated to maintain in confidence, and use such information only for the purpose of the work you do for SABIC. SABIC generally considers "secret" or "confidential" any information or data that is not generally known - regardless of whether such information or data is in oral, written, machine-readable or in other form. When in doubt, you should assume that information or data is secret or confidential unless or until determined otherwise.
- Do not use, in the course of performing your duties at SABIC, any confidential or secret information belonging to any person or company other than SABIC, including without limitation information learned from former employers or

during prior temporary placements, unless SABIC has been granted the right to use such information as contemplated.

- To the fullest extent permitted by applicable law, disclose, assign, and agree that by accepting this Code you do hereby assign to SABIC (or as SABIC may direct) as SABIC's exclusive property, all works of authorship and all copyrights therein which may be created by you, whether solely or jointly with others, within the scope of your temporary placement at SABIC, as well as all inventions, discoveries, innovations, improvements, trade secrets and technical or business information which you may solely or jointly develop, conceive, reduce to practice or author during the period of your temporary placement at SABIC and that relate to the business of SABIC, result from work that you may do for SABIC and that are otherwise made through the use of SABIC's time, equipment, supplies, facilities, material or secret or confidential information or data.
- Execute, upon the request of SABIC, all necessary papers and otherwise provide proper assistance (at SABIC's expense), during and subsequent to your temporary placement at SABIC to enable SABIC to obtain for itself or its nominees (and to vest legal title in SABIC or its nominees in), patents, copyrights, or other legal protection for such inventions, discoveries, innovations, improvements, original works of authorship, trade secrets and technical or business information in any and all countries.
- At SABIC's request, or upon any termination of your temporary placement at SABIC, deliver and hand over to SABIC promptly all items that belong to SABIC or that by their nature are for the use of SABIC only, including, without limitation, all written and other materials that are of a secret or confidential nature relating to the business of SABIC.

## GOOD CONDUCT

- Do not engage in any discriminatory conduct on the basis of an individual's race, color, religion, national origin, sex (including pregnancy), sexual orientation, gender identity, age, disability, veteran status, marital status, genetic information, or other category protected by law.
- Do not engage in any harassment such as harassment directed at a person because of his or her personal background or characteristics. Such harassment can take many forms and includes verbal or physical conduct (e.g., use of inappropriate stereotypes, ethnic slurs, offensive jokes or verbal or physical conduct of a sexual nature) which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

## REPORTING COMPLIANCE CONCERNS

You have a responsibility to promptly raise concerns about an actual or potential violation of this Code including SABIC related policies or procedures, laws or regulations and, upon request, provide full cooperation to SABIC investigations into such concerns or violations – failure to do so can have significant adverse consequences for SABIC and for the communities in which we live. SABIC strictly prohibits retaliation of any kind against anyone for raising or helping to address a compliance concern.

There are several channels available to you within SABIC for raising compliance concerns, including SABIC management, HR, Legal, the Speak Up icon, sending an email to [Integrity@SABIC.com](mailto:Integrity@SABIC.com) or contacting a Compliance Helpline Leader.