

Business Code of Conduct

For Suppliers, Contractors, Vendors,
Consultants & Business Partners



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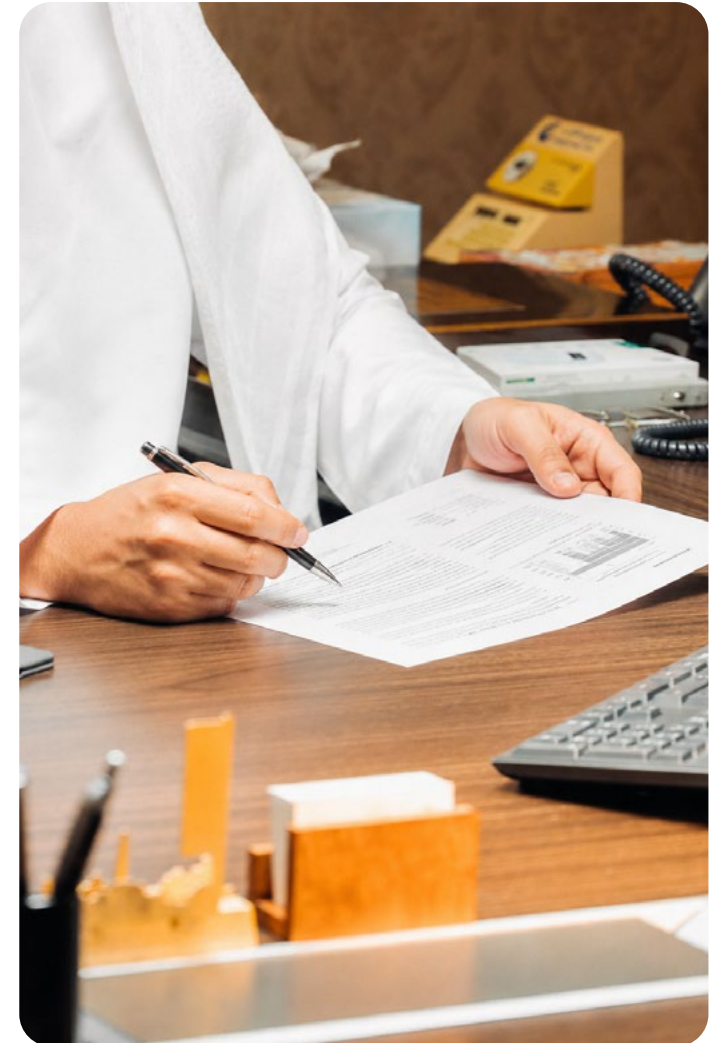


Table of Contents

Document Control.....	2
Table of Contents	3
Section 1: Introduction	4
Section 2: Business Ethics & Integrity	6
Section 3: Quality & Performance Standards	12
Section 4: Health, Safety & Environment	14
Section 5: Labor & Human Rights	16
Section 6: Data Protection & Confidentiality	18
Section 7: Compliance & Monitoring	20
Section 8: Reporting Violations	22
Section 9: Supply Chain Responsibility	24
Section 10: Consequences of Non-Compliance	26

1. Introduction

Scope	05
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Scope

Sharjah National Oil Corporation (SNOC) is committed to conducting business with integrity, transparency, and respect for all stakeholders. We expect our suppliers, contractors, vendors, and business partners to share and uphold these same values. This Business Code of Conduct outlines the standards we expect from all parties doing business with SNOC. Compliance with this Code is a requirement for maintaining a business relationship with SNOC.

This Code applies to all entities and individuals engaged in business relationships with SNOC, including:

- ① Suppliers and vendors providing goods or materials to SNOC
- ② Contractors and subcontractors providing services or performing work for SNOC
- ③ Consultants and advisors providing professional or technical expertise
- ④ Agents and representatives acting on behalf of SNOC
- ⑤ Joint venture partners in SNOC projects or operations
- ⑥ Third parties engaged in any commercial relationship with SNOC

This Code also applies to all personnel (employees, workers, subcontractors, agents) of the above entities who are involved in providing goods, services, or conducting business activities related to SNOC.

Business partners are responsible for ensuring their own supply chain and third-party service providers adhere to the principles and standards outlined in this Code.



2. Business Ethics and Integrity

Anti-Bribery & Anti-Corruption	07
Conflicts of Interest	08
Gifts & Hospitality	09
Fair Competition	10
Accurate Invoicing & Financial Records	11

Anti-Bribery & Anti-Corruption

SNOC maintains a zero-tolerance stance toward all forms of bribery and corruption.

SNOC business partners shall not, directly or indirectly, offer, promise, give, request, or accept any bribe, facilitation payment, kickback, or other improper benefit, whether in dealings with public officials or private persons, for the purpose of obtaining or retaining business or securing an improper advantage.

Business partners are required to conduct all activities related to SNOC ethically, transparently, and in full compliance with applicable anti-bribery and anti-corruption laws, including the UAE legal framework, and in alignment with internationally recognised standards such as the United Nations Convention against Corruption (UNCAC) and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

SNOC expects business partners to maintain appropriate controls to prevent bribery and corruption, to report any suspected or actual violations promptly through SNOC's approved reporting channels, and to cooperate fully with any related investigation. Any breach of this principle may result in termination of the business relationship and other appropriate contractual or legal action.



Conflicts of Interest

SNOC expects all business partners to avoid any actual, potential, or perceived conflicts of interest in their dealings with SNOC.

Business partners must conduct business in a manner that is transparent, objective, and free from undue influence. A conflict of interest may arise where personal, financial, or other interests improperly influence, or appear to influence, the ability of a business partner to act in SNOC's best interests.

Business partners are required to promptly disclose to SNOC any situation that may give rise to a conflict of interest, including relationships, financial interests, or arrangements involving SNOC employees, public officials, or other stakeholders that could affect impartial judgment.

Failure to disclose or appropriately manage a conflict of interest may result in remedial action, including termination of the business relationship, and may give rise to contractual or legal consequences.



Gifts & Hospitality

Business partners must ensure that any gifts, hospitality, entertainment, or other business courtesies offered to or involving SNOC employees are appropriate, modest, transparent, and compliant with applicable laws and SNOC policies.

Gifts and hospitality must never be offered, given, or accepted with the intent to influence – or create the appearance of influencing – business decisions, procurement processes, or the exercise of official duties. Cash or cash-equivalent gifts, excessive or lavish hospitality, and any benefit linked to current or prospective business with SNOC are strictly prohibited.

Business partners are expected to comply with SNOC's Gifts & Hospitality Policy and to obtain any required approvals before offering gifts or hospitality. Where uncertainty exists, the appropriate course of action is to refrain from offering the gift or hospitality and seek clarification. Any breach of this requirement may result in corrective measures, including termination of the business relationship.



Fair Competition

SNOC is committed to fair, open, and lawful competition, and expects all Business partners to compete on the basis of merit, quality, capability, and value.

Business partners must conduct their activities in full compliance with applicable competition and antitrust laws and must not engage in any form of anticompetitive or collusive behaviour. This includes, without limitation, price-fixing, bid-rigging, market or customer allocation, unlawful information-sharing with competitors, or any other practices that restrict fair competition or distort the market.

Business partners shall not seek to obtain an unfair competitive advantage through improper conduct or by influencing SNOC's procurement or commercial processes. Any suspected violation of fair-competition principles or applicable laws must be promptly reported.



Accurate Invoicing & Financial Records

Business partners must maintain accurate and complete financial records. You must:

- 1 Submit accurate invoices reflecting actual goods delivered or services performed
- 2 Maintain supporting documentation for all invoiced amounts
- 3 Prohibit false claims, duplicate billing, or overbilling
- 4 Retain financial records in accordance with applicable laws and SNOC requirements
- 5 Ensure all financial transactions are properly documented and traceable



3. Quality & Performance Standards

Quality & Performance Standards	13
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Quality & Performance Standards

Business partners must:

- 1 Deliver goods and services that meet agreed specifications and quality standards
- 2 Comply with all contractual obligations and delivery schedules
- 3 Maintain appropriate certifications, licenses, and qualifications
- 4 Implement quality control systems to ensure consistent performance
- 5 Promptly notify SNOC of any issues that may affect delivery or quality



4. Health, Safety & Environment

Health & Safety	15
Environmental Protection	15
Waste Management & Emissions Control	15

SNOC is committed to maintaining a safe and healthy workplace and protecting the environment. **Business partners must:**

Health & Safety

- 1 Comply with all SNOC HSE policies, procedures, and requirements
- 2 Provide a safe working environment for all workers
- 3 Ensure all personnel are properly trained and qualified
- 4 Report all incidents, accidents, and near-misses immediately
- 5 Stop work if unsafe conditions are identified
- 6 Provide and ensure use of appropriate personal protective equipment (PPE)

Environmental Protection

- 1 Comply with all environmental laws and regulations
- 2 Minimize environmental impact of operations
- 3 Properly manage waste, emissions, and discharges
- 4 Report environmental incidents immediately
- 5 Support SNOC's sustainability and Net-Zero 2050 objectives

Waste Management & Emissions Control

- 1 Comply with all environmental laws and regulations
- 2 Minimize environmental impact of operations
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- 4 Report environmental incidents immediately
- 5 Support SNOC's sustainability and Net-Zero 2050 objectives

5. Labor & Human Rights

Labor & Human Rights	17
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Labor & Human Rights

SNOC is committed to respecting and promoting human rights and fair labour practices, and expects all Business partners to uphold the same standards throughout their operations and supply chains.

Business partners must conduct their activities in full compliance with applicable local and international labor and human-rights laws and in alignment with internationally recognised principles, including the Universal Declaration of Human Rights, the International Labour Organization (ILO) Core Conventions, and the United Nations Guiding Principles on Business and Human Rights.

SNOC does not tolerate the use of forced, bonded, or child labor; discrimination, harassment, or abuse; unsafe or unhealthy working conditions; or any practice that violates the dignity, rights, or freedoms of individuals.

Business partners are expected to provide fair wages, lawful working hours, and safe working environments, and to respect the right of workers to freedom of association and collective bargaining, where permitted by law.

Any violation of labor or human-rights standards related to SNOC business must be promptly addressed and, where required, reported. Failure to comply with this commitment may result in corrective action, including termination of the business relationship.



6. Data Protection & Confidentiality

Data Protection & Confidentiality	19
Intellectual Property Rights	19

Data Protection & Confidentiality

Business partners must protect SNOC's confidential information and personal data:

- Maintain confidentiality of all SNOC proprietary and business information
- Use confidential information only for authorized business purposes
- Implement appropriate security measures to protect data
- Comply with applicable data protection and privacy laws
- Return or destroy confidential information upon request or contract termination



Intellectual Property Rights

Business partners must respect all intellectual property rights:

- Respect SNOC's patents, trademarks, copyrights, and trade secrets
- Do not use SNOC's intellectual property without explicit authorization
- All work product created under SNOC contracts becomes SNOC property unless otherwise agreed in writing
- Respect third-party intellectual property rights in all business activities
- Report any suspected IP infringement immediately



7. Compliance & Monitoring

Legal Compliance	21
Right to Audit	21

Legal Compliance

Business partners must comply with all applicable local and international laws and regulations, including:

- 1 UAE Federal and Emirate of Sharjah laws
- 2 International trade and sanctions regulations
- 3 Anti-money laundering laws
- 4 Tax and financial reporting requirements
- 5 Intellectual property laws

Right to Audit

SNOC reserves the right to audit business partners' compliance with this Code. Business partners must:

- 1 Provide access to relevant records, documents, and facilities
- 2 Cooperate fully with SNOC audits and investigations
- 3 Address any non-conformances identified during audits
- 4 Implement corrective actions within agreed timelines



8. Reporting Violations

Reporting Violations	23
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Reporting Violations

Business partners are encouraged to report suspected violations of this Code.

Reports can be made through:

① SNOC Procurement Department

② SNOC Compliance Department

③ SNOC Whistleblower Platform



SNOC prohibits retaliation against business partners who report concerns in good faith.



9. Supply Chain Responsibility

Sub-Contractor Requirements	25
Sustainable & Ethical Sourcing	25
Supply Chain Transparency	25

Business partners are responsible for ensuring that their sub-contractors, suppliers, and other third parties in their supply chain adhere to the same ethical and professional standards outlined in this Code.

Sub-Contractor Requirements

Business partners must:

- ① Ensure all sub-contractors are aware of and comply with this Business Code of Conduct
- ② Include Code requirements in sub-contractor agreements
- ③ Monitor sub-contractor compliance with the Code
- ④ Take appropriate action if sub-contractors fail to comply
- ⑤ Obtain SNOC approval before engaging sub-contractors for SNOC-related work, where required

Sustainable & Ethical Sourcing

Business partners should implement responsible sourcing practices:

- ① Source materials and services from ethical and responsible suppliers
- ② Avoid sourcing from suppliers involved in human rights violations or environmental damage
- ③ Support sustainable practices throughout the supply chain
- ④ Promote transparency and traceability in sourcing
- ⑤ Encourage suppliers to adopt similar ethical standards

Supply Chain Transparency

Upon request, business partners must:

- ① Provide information about their supply chain and sourcing practices
- ② Demonstrate compliance with this Code throughout their supply chain
- ③ Allow SNOC to assess supply chain risks and compliance
- ④ Take corrective action if supply chain violations are identified

10. Consequences of Non-Compliance

Consequences of Non-Compliance	27
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Consequences of Non-Compliance

Failure to comply with this Business Code of Conduct may result in:

- ❶ Suspension or termination of existing contracts
- ❷ Exclusion from future bidding opportunities
- ❸ Requirement to implement corrective actions
- ❹ Legal action where applicable
- ❺ Reporting to relevant authorities

SNOC reserves the right to determine the appropriate response based on the nature and severity of the violation.





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