

Supplier Code of Conduct

Code of Professional Conduct for Suppliers of Maestra

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1. Introduction

- (a) At Maestra Services Limited (“**Maestra**”), we are fully committed to doing business in accordance with the highest standards of ethics and integrity, with professional business principles and in compliance with legal and regulatory rules and standards.
- (b) This Supplier Code of Conduct (the “**Code**”) is our central policy document that sets forth the principles and standards of conduct that Maestra and its Affiliates expect from its Suppliers, their employees, subcontractors and sub-suppliers to meet during the provision of goods and services to Maestra. It provides an overview of the legal, regulatory and ethical rules and standards essential to achieve Maestra’s objectives and uphold its values for its operations globally. To support compliance with this Code, Suppliers shall ensure that the Code is shared with all individuals assigned to perform work for or on behalf of Maestra, and that all Maestra related tasks are executed by individuals with the requisite skills, expertise and certifications necessary to uphold the principles and meet the standards of the Code.
- (c) This Code will be communicated to new and existing Suppliers who will be requested to acknowledge the Code as part of doing business with Maestra. We may systematically review the compliance of our Suppliers against the Code as part of our supplier management process.
- (d) We may require our high-risk suppliers to assess their sustainability performance. This is an important step as Maestra recognises that our business partners may be at different stages of maturity in their sustainability journey. Maestra is committed to work together with its partners to ensure they understand the terms of the Code and comply accordingly to drive continuous improvement.
- (e) By accepting the Purchase Order, the Supplier acknowledges and agrees that such acceptance constitutes the Supplier's unequivocal acceptance of and commitment to comply with the Supplier Terms and Conditions and this Code, which shall form an integral part of Maestra’s business with its Suppliers. The Supplier further agrees to review and adhere to these documents and understands that failure to comply may result in termination of Supplier’s business relation with Maestra, and/or other remedial actions as deemed appropriate by Maestra.

- (f) This Code may be updated from time to time; therefore, the Suppliers must ensure that they comply with the latest version which is available on our website – www.maestra-me.com/

2. Definitions

- (a) **“Affiliates”** shall mean any individual, corporation, partnership, joint venture, association, trust, unincorporated organization, or other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control of any party.
- (b) **“Confidential Information”** means information which relates to Maestra or its Affiliate’s administrative, business, financial, technical or operational arrangements or of any information of a secret or proprietary nature.
- (c) **“Contract”** means the contract between Maestra and the Supplier which comprises the Purchase Order, these Terms and any documents specified in the Purchase Order.
- (d) **“control”** (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. This definition shall also include any directors, officers, employees, agents, or representatives of such entities.
- (e) **“Code”** shall mean this Code of Conduct for the Suppliers of Maestra that sets out the commercial ethical practices regarding the Supplier's conduct in respect of work, health and safety, environmental protection, ethics and management practices.
- (f) **“Infringements”** shall mean wrong practices, including any criminal or financial offenses, violations of any legal or legislative obligations or internal regulatory requirements, or those that pose a risk to health, safety or the environment.
- (g) **“Purchase Order”** means the order for the Goods or Services issued by Maestra to the Supplier or any purchase by Maestra from the Supplier using a purchase

card or Maestra credit card from the Supplier or any purchase using a suitably authorised purchase card issued by the Supplier to Maestra.

- (h) **“Reporting”** shall mean the process of reporting infringements, immoral behaviors and misconduct/ fraud practices, to identify the error in a timely manner to take necessary corrective actions.
- (i) **“Suppliers”** shall mean any corporation, partnership, joint venture, association, trust, organization, or any other entity that provides goods, services, or other products to our company, either directly or indirectly. This includes, but is not limited to, contractors, subcontractors, vendors, consultants, and any other third parties engaged in the supply chain of Maestra.
- (j) **“Unethical Behaviors”** shall mean unacceptable behaviours, intentional or unintentional practices, which are contrary to proper morals, are harmful to reputation, lack equity or do not comply with the labour standards, professional or social conduct adopted by Maestra.

3. Standards of Conduct

3.1. Human Rights

Suppliers must uphold the human rights of workers and behave toward them with dignity and respect as understood by the international community. We expect Maestra Suppliers to respect all internationally recognized Human Rights as outlined in the International Bill of Rights, including the United Nations Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Convention on Economic, Social and Cultural Rights and the ILO Declaration on Fundamental Rights and Principles at Work. Maestra Suppliers will identify, prevent or mitigate any adverse human rights impacts caused or contributed to by their operations to avoid any infringement on the rights of others and also identify impacts that are directly linked to their operations where they are acting for or in connection with our operations. Any non-compliance or Infringement with human rights standards is considered in direct breach of this Code and may result in termination of our business relationship.

Accordingly, we expect our Suppliers to undertake the following commitments specifically:

3.1.1 Labour

- (a) Suppliers shall not employ children and must be compliant with applicable laws in the countries in which they operate. All Maestra Suppliers shall comply with local laws regarding the minimum age of employees.
- (b) In addition, Maestra's Suppliers must comply with all legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages and safe working conditions. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with their education or that may be harmful to their health, physical, mental, social, spiritual or moral development.
- (c) Suppliers are expected to prohibit any use of forced, bonded or indentured labour. Maestra suppliers shall not confiscate or withhold worker identity documents (including but not limited to bank cards, Emirates ID, Passport, work permit etc.) and shall have in place policies (retention policy) and procedure that defines the process of return within a maximum of 24 hours, in the event that the workers have chosen to
- (d) provide the safeguard of the personal document to the Suppliers' company.
- (e) Maestra condemns all practices of modern slavery amongst all its Suppliers. No one should be forced to work under threat of penalty, forced overtime, human trafficking, debt bondage or any other form of modern slavery.
- (f) Maestra expects its Suppliers to engage in fair labour practices and comply with all applicable labour laws, while also ensuring that the employees are not subject to any Unethical Behaviours, Infringement or exploitation.

3.1.2 Employment Contract

- (a) Maestra Suppliers must ensure to provide employment contract and necessary document such as work permit, labour cards, Emirates ID or any other Resident ID (as applicable) to its workers and should not request its workers to work unless they are in

possession of valid document in accordance with UAE labour law or any other applicable law.

3.1.3 Wage and Benefits

- (a) All Maestra Suppliers must pay workers at least the minimum compensation required by the local laws and provide all legally mandated benefits. Maestra suppliers shall have a fair and defined system to set worker wages and should be reviewed annually. Wages must be paid without delay and in line with the requirements of the applicable laws and regulations.
- (b) Deductions from wages must only be made for violations in accordance with the law. In addition to payment for regular hours of work, workers must be paid for overtime hours at such premium rate as is legally required. Suppliers shall provide relevant insurances (medical care from date of assignment) in accordance with the requirements of the local and federal law.
- (c) Maestra Suppliers shall provide decent accommodation to its workers. The living conditions of workers are expected to at least meet the minimum legal requirements.

3.1.4 Working Hours, Rest and Leaves

- (a) Suppliers must ensure that on a regularly scheduled basis working hours is 48 hours per week. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates.
- (b) During the holy month of Ramadan, working hours must be decreased in accordance with published legal requirements.
- (c) During summer, outdoor work must be restricted to period specified by the concerned Ministry of Labour and workers shall be provided rest and leaves in accordance with the applicable Labour Laws.

3.1.5 Health, Safety, Environment and Quality

- (a) Maestra Suppliers must ensure contractually agreed quality requirements in order to provide goods and services that consistently meet Maestra's needs, perform as warranted and are

safe for their intended use. In particular, Maestra Suppliers will ensure:

- i. Produce all the goods that will be supplied to Maestra in compliance with safety requirements.
 - ii. All raw materials sourced or used to produce the goods provided to Maestra must be procured responsibly and verified as 'conflict free' in accordance with the OECD guidelines.
 - iii. necessary safety-relevant information will be made available by Suppliers for all hazardous goods provided to Maestra in case of a legitimate need.
 - iv. Suppliers will comply with all applicable quality, health, safety and environmental regulations.
 - v. All required permits, licenses and registrations will be obtained, maintained and kept up-to-date.
 - vi. Suppliers will fulfil their operational and Reporting requirements
- (b) Suppliers must commit themselves to creating safe working conditions and maintaining a healthy work environment for all their workers. MAESTRA also expects its suppliers to have an effective environmental policy and to comply with existing environmental protection legislation and regulations.
- (c) Training workers on health and safety systems is critical to prevent any incident and empowers workers to report unsafe practices without fear of reprisal. Our suppliers are encouraged to maintain training records in order to provide them upon request, so as to satisfy compliance requirements.
- (d) The Supplier shall provide the staff with a system to report health, safety and near incidents, with a system to investigate the concerned reports, and implement remedial and preventive work plans to ensure that the staff return to the work.

3.1.6 Promoting a Positive Workplace

- (a) All employees want and deserve a workplace where they feel respected, satisfied and appreciated.
- (b) Suppliers shall promote excellence in the workplace and create an environment that supports honesty, integrity, respect, trust, and responsibility.
- (c) Maestra does not tolerate threats, intimidation or acts of violence towards its employees by Suppliers. Engagement in such activities will result in potential criminal prosecution as well as immediate termination of business relation with Maestra, along with being blacklisted from Maestra's Suppliers register.

3.1.7 Discrimination and Equal Treatment

- (a) Maestra promotes diversity and does not tolerate any act of discrimination including, but not limited to, nationality, religion, disability, gender or other legally protected status. We expect the prevention of discrimination to be a priority in every Supplier workplace, and we encourage our Suppliers to implement policies and training that support a respectful, diverse and inclusive work environment.

3.1.8 Worker Health and Safety Committees

- (a) Suppliers are encouraged to initiate and support worker health and safety committees to promote continuous health and safety education and to encourage worker input regarding health and safety issues in the workplace.
- (b) Suppliers are to protect their employees from any chemical, biological and physical hazards and physically demanding tasks in the workplace as well as from risks associated with any infrastructures used by their employees.
- (c) Suppliers will provide appropriate controls, safe work procedures, preventative maintenance and necessary technical protective measures to mitigate health and safety risks in the workplace.
- (d) When hazards cannot be adequately controlled by these means, suppliers will provide employees with appropriate personal

protective equipment. Safety information relating to hazardous materials – including compounds in intermediate materials – shall be available to educate, train and protect workers from hazards.

3.1.9 System of Reporting, Proposals and Complaints

- (a) The Supplier must ensure that the employees have a mechanism for Reporting, to submit proposals and complaints, while encouraging communication among all categories of management and staff.
- (b) The Supplier must provide an anonymous complaint mechanism for managers, staff and employees for the purposes of Reporting grievances or any Infringement / Unethical Behaviour in the workplace while maintaining the confidentiality of informers reporting such Infringements or Unethical Behaviour.

3.1.10 Environment

- (a) Suppliers are required to comply with all applicable laws and regulations related to environmental protection & management and shall ensure compliance with all relevant international standards for the protection of our environment.
- (b) Suppliers shall strive to reduce the environmental impact of their designs, manufacturing processes, carbon, vehicle and waste emissions, water discharge and promote biodiversity in its activities.
- (c) Additionally, Suppliers must not use materials that are considered harmful to the environment but should encourage the use of
- (d) processes and materials that support sustainability of the environment.
- (e) Suppliers must undertake initiatives to promote greater environmental responsibility and encourage the development and use of eco-friendly technologies and methods.

3.2. Ethics

Maestra Suppliers must be committed to the highest standards of ethical conduct when dealing with workers, subcontractors and customers.

3.2.1 Business Integrity

- (a) Suppliers shall not violate applicable anti-corruption laws and regulations in countries where they operate.
- (b) Maestra's Suppliers shall ensure monitoring its business activities for any suspicious transactions and activities that can classify as money laundering. Suppliers must ensure total compliance with the applicable Anti-Money Laundering laws and regulations.
- (c) Suppliers shall not offer or accept bribes or other means to obtain an undue or improper advantage. Maestra does not tolerate any form of illicit enrichment by its Suppliers.
- (d) Suppliers must uphold fair business standards in advertising, sales and competition.
- (e) Suppliers must ensure having structures, policies and controls in place to monitor, manage and prevent bribery and corruption in their operations and those of their sub-contractors.

3.2.2 Conflicts of Interest

- (a) Suppliers are expected to disclose to Maestra any situation that may appear as a conflict of interest.
- (b) Maestra expects its Suppliers to avoid any relationship, influence, or activity that might impair Maestra employees' ability to make objective and fair decisions. Conflict of interest laws and regulations must be abided by fully and carefully.

3.2.3 Business Courtesies to Maestra's Employees

- (a) Although an employee may not use his or her position within Maestra to obtain business courtesies, it is permissible to accept unsolicited meals, refreshments or goodies, on an occasional basis, provided that courtesies:

- i. Foster goodwill and successful business relations;
 - ii. Are not lavish or extravagant under the circumstances;
 - iii. Do not recur on a frequent basis or reflect a pattern or appearance of a pattern of frequent acceptance of courtesies, from the same entities or persons.
- (b) The employee accepting the courtesies must feel comfortable about discussing the courtesies with his or her manager or co-worker, or about public disclosure of the courtesies.

3.2.4 Giving Gifts

- (a) Maestra's employees are not permitted to accept compensation, funds or monetary incentives in any form or amount, or any tangible gift (including tickets to sporting, recreational, or other events), from any entity, representatives of any entity, or any person doing or seeking to do business with Maestra.
- (b) Maestra expects its Suppliers not to offer any favour, including free goods, services, job or sales opportunity, to an Maestra employee in order to facilitate the Supplier's business with Maestra.

3.2.5 Protection of Intellectual property, Data and Confidentiality

- (a) Maestra Suppliers are required to protect and responsibly use the intellectual assets and confidential information of Maestra, consistent
- (b) with Maestra's authority for such use. Suppliers' use of such data is restricted to Maestra business-related purposes or as otherwise set forth in any applicable agreement(s) between Maestra and such Suppliers. Suppliers shall comply with Maestra's requirements relating to confidentiality, security, data privacy, and intellectual property protection.
- (c) All proprietary rights created out of any products or deliverables specifically under Maestra's instructions shall vest into the beneficial ownership of Maestra. Maestra Suppliers shall ensure that any transfer of technology and expertise must be done in a manner that protects intellectual property rights of MAESTRA.

- (d) Suppliers shall ensure that any goods or services delivered to Maestra do not infringe on the intellectual property rights of third parties are within the local and international regulations including not limited to regulations on WIPO for protection against infringement of proprietary laws.

3.2.6 Subcontracting

- (a) Suppliers must not use subcontractors to manufacture Maestra products or product components that contain Maestra's trademarks or tradenames (or which are proprietary to Maestra) without prior approval from Maestra.
- (b) All sub-contractors contracted by Maestra Suppliers shall only be allowed to work on Maestra deliverables and products only after the subcontractor has agreed to comply with this Code and Maestra Suppliers shall be responsible that such compliance has been made.
- (c) Suppliers must ensure that their suppliers, service providers, and extended networks have ethical and business practices that are similar to Maestra's business practices.

3.2.7 Management and Compliance

- (a) Suppliers are expected to establish a risk management System designed to ensure continuous improvement regarding Corporate Social Responsibility performance. Suppliers should peruse this Code and ensure that their employees are familiar with its content and
- (b) Suppliers will establish appropriate training measures to allow their managers and employees to gain an appropriate level of knowledge and understanding of the contents of this Supplier Code of Conduct, the applicable laws and regulations and generally recognized standards.
- (c) We encourage our Suppliers to inform us of any actions taken to improve their Corporate Social Responsibility practices and send any suggestions.

- (d) To ensure and demonstrate compliance with Maestra’s Supplier Code of Conduct, Suppliers shall keep record of all relevant documentation

and provide Maestra supporting documentation upon request. To verify Maestra’s compliance, Maestra reserves the right to audit and inspect the supplier’s operations and facilities, at Maestra’s own cost and upon reasonable notice, with or without support of a third party.

- (e) If the results of such an audit or inspection causes Maestra to be of the opinion that Supplier does not comply with this Code of Conduct, Supplier shall take necessary corrective actions in a timely manner, as directed by Maestra. If the Supplier fails to comply with this Code of Conduct, then Maestra will have the right to suspend or terminate Supplier’s activities as one of its Suppliers.

RECEIPT AND ACKNOWLEDGMENT OF THE SUPPLIER CODE OF CONDUCT

I have received, read and acknowledged the content of the supplier code of conduct. I hereby agree to abide by the processes, rules and regulations stated in this code.

I have read and fully understand Maestra Supplier Code of conduct. I understand that this Code of Conduct should be complied with by myself and, when relevant, by third parties, without prejudice to applicable mandatory legal requirements which must govern all our actions.

Company name and stamp

Name and Signature

Date _____