

# Vendors code of conduct



رأس الخيمة العقارية  
RAK PROPERTIES

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## **1.0 EXECUTIVE SUMMARY**

1. RAK Properties is dedicated to conducting business in manner that aligns with the highest standard of Environmental, Social, and Government (ESG). This supplier and vendors code of conduct outline our expectation for suppliers and vendors who partner with us to deliver products and services, with a specific focus on sustainability and responsible business practices.
2. RAK Properties is committed to upholding the highest ethical standards in all of its operations. Our organization places a strong emphasis on conducting business with integrity, efficiency, and fiscal responsibility while prioritizing health, safety, and environmental protection.
3. RAK Properties holds all of its suppliers and their representatives to the utmost ethical standards, both personally and professionally. We expect unwavering integrity in every facet of their work.
4. Suppliers play a vital role in RAK Properties' mission, operations, and future success. We require their full commitment to prioritize compliance and ethics as they collaborate with our organization.

## 2.0 PURPOSE

The Vendor Code of Conduct (the Code) outlines the fundamental principles and conduct standards that RAK Properties expects from its vendors, including their employees, subcontractors, and sub-suppliers while providing goods and services to RAK Properties. In order to uphold compliance with this Code, vendors are responsible for disseminating the Code to all individuals engaged in tasks related to RAK Properties and ensuring that those individuals possess the requisite skills, expertise, and certifications to perform their responsibilities safely and in accordance with the Code's standards. This commitment is essential to meet the Code's Standard, as well as all relevant laws and regulations, including those of the United Arab Emirates (UAE), Ras Al-Khaimah , governmental policies, and RAK Properties' internal policies, all while maintaining the highest levels of ethical business conduct.

### 2.1. EXPECTATIONS, MONITORING AND COMPLIANCE:

RAK Properties regards its Vendors and future potential Vendors and bidders as a critical and necessary extension to its mission, operations and future success and expects their full commitment to making compliance and ethics a top priority as they work with us.

Therefore, RAK Properties may from time to time require Vendors to demonstrate that they are in compliance with this Code of Conduct. Failure to comply with the expectations outlined in the Code of Conduct may result in termination of your assignment and/or contract with RAK Properties.

To support the compliance with this Code, Vendors are required to:

- a) sign and return the Supplier Declaration appended to this Code as Appendix 1 (the "Vendors Declaration") to acknowledge that the Vendors has carefully read and understood this Code and agrees to abide by and adhere to it.
- b) This Code is also applicable to bidders and therefore future potential Vendors who have not yet entered into an actual business relationship with RAK Properties but are in the process, through either a:
  - a pre-qualification and enlisting process, or
  - bidding in a competitive tendering/negotiation exercise.

## 3.0 TERMS AND DEFINITIONS

3.1. **Vendor**- Any individual or organization who furnishes items or services in accordance with a procurement document. An all-inclusive term used in place of any of the following: supplier, contractor, subcontractor, fabricator, consultant, and their sub-tier levels.

3.2. **Ethical Compliance and Accountability Program (ECAP)** - RAK Properties' comprehensive system for proactively identifying, managing, and monitoring ethical misconduct and fraud prevention measures. ECAP assesses the risk of fraudulent activities, identifies vulnerabilities, addresses gaps in vulnerability safeguards, communicates fraud mitigation plans to employees and stakeholders, and diligently enforces program provisions.

3.3. **Confidential Information** - Any form of information, including proprietary and trade secrets, disclosed by or on behalf of RAK Properties through any means, pertaining to the development of real estate projects and operations.

3.4. **Conflict of Interest (COI)** - Arises when there is a proposed transaction involving RAK Properties in which an employee has a direct or indirect personal interest or relationship.

3.5. **Agreement** - A documented understanding (contract, subcontract, purchase order, etc.) formally established between RAK Properties and one or more parties, outlining financial obligations, contractual terms, and provisions for dispute resolution.

3.6. **Counterfeit Item** - A deliberately manufactured or altered item intended to mimic a legitimate product without legal authorization or one that is intentionally misrepresented by the supplier, distributor, or manufacturer.

3.7. **Personnel** - Encompasses all individuals, including management, staff, direct employees, temporary staff, and contracted personnel, who support RAK Properties.

3.8. **Ethical Conduct** - Adhering to accepted principles of morality and integrity, as defined in RAK Properties' Ethical Compliance and Accountability Program (ECAP), including financial integrity and ethical accounting practices.

3.9. **Fraud** - In a broad sense, fraud includes any criminal act committed for financial gain that relies on deception as its primary method. It is also defined as the knowing misrepresentation of facts or the concealment of material information to induce detrimental actions by others.

3.10. **Fraudulent Item** - An item intentionally misrepresented to be something it is not or provided with incorrect identification or falsified certification.

3.11. **Questionable Item** - An item that, based on visual inspection, testing, or available information, raises concerns about its conformity to established industry or regulatory specifications.

3.12. **Whistleblowing** - Whistleblowing serves as an early warning mechanism to detect potential risks within the organization. An effective whistleblowing policy encourages employees to report issues promptly, enabling RAK Properties to address problems and take corrective actions in a timely manner.

## **4.0 STANDARDS OF CONDUCT**

### **4.1. Adherence to Legal and Regulatory Requirements**

Vendors must ensure that all activities conducted on behalf of RAK Properties comply with all applicable federal (United Arab Emirates) and local (Ras Al khaima ) laws, regulations, and policies.

### **4.2. Compliance with RAK Properties' Policies and Procedures**

Vendors are obligated to adhere to RAK Properties' relevant Policies and Procedures that pertain to the specific services outlined in the contract.

### **4.3. Health and Safety Management**

a. RAK Properties maintains a robust Health, Safety, and Environment (HSE) Management System, and vendors must comply with all relevant requirements. Ensuring the safety of the public, RAK Properties' employees, and Suppliers is of paramount importance. Compliance with safety rules, laws, standards, regulations, procedures, and the guidelines set in this Code of Conduct is a prerequisite for engagement as a vendor with RAK Properties.

b. Minimum health and safety expectations and requirements are as follows. Additional RAK Properties' requirements specific to the services provided by a Supplier may be outlined in the contract, depending on the assessed risk level associated with the scope of work.

#### **4.3.1. Public Safety**

Vendors must identify and manage potential risks and hazards related to public safety arising from any activity, service, or product used while executing services for or on behalf of RAK Properties.

#### **4.3.2. Occupational Safety and Health (OSH)**

Vendors must identify and manage potential occupational safety and health risks and hazards arising from any activity, service, or product used while providing services for or on behalf of RAK Properties. This includes conducting risk assessments and job safety analyses and implementing appropriate control measures based on the minimum requirements stipulated by the Occupational Safety and Health Centre System Framework (OSHAD SF).

#### **4.3.3. Health Screening and Medical Surveillance**

Vendors are responsible for conducting health screening and medical surveillance as required by the OSHAD SF for all relevant work activities.

#### **4.3.4. Vehicle Safety**

Vendors must ensure that all vehicles used and transportation activities carried out in the course of conducting business with RAK Properties comply with applicable laws, regulations, and codes.

#### **4.4. Business Continuity Management**

RAK Properties requires Vendors to have Business Continuity Plans in place to ensure the uninterrupted provision of goods and services to RAK Properties in accordance with NCEMA 7001. (<http://www.ncema.gov.ae/en/media-center/publications.aspx>).

#### **4.5. Environmental and Sustainability Commitment**

RAK Properties is committed to environmental and sustainability leadership and expects Vendors to operate in an environmentally responsible manner, in compliance with all relevant environmental and sustainability laws, regulations, and requirements.

#### **4.6. Labor Issues and Human Rights**

RAK Properties expects suppliers to uphold the human rights of all workers, including temporary or contract employees, and provide them with safe and humane working conditions that meet at least the minimum requirements of applicable laws.

##### **4.6.1. Prevention of Forced Labor**

Vendors must not employ forced, bonded, or involuntary prison labour. Employees must have the freedom to choose to work for the vendor and the freedom to leave after serving reasonable notice.

#### **4.6.2. Ensuring Safe Working Conditions**

Vendors are responsible for providing safe and hygienic working conditions, both on-site (at RAK Properties) and off-site. Occupational health and safety regulations must be observed. Employees should have access to clean toilets, be granted regular breaks, and be provided with clean water, at a minimum, in accordance with GSEC Circular 6 of 2014 on regulations for contracting with private companies and contractor health and safety management procedures.

#### **4.7. Ethical Business Conduct**

RAK Properties expects Vendors to conduct their business activities with the highest ethical standards, including strict adherence to the following principles:

##### **4.7.1. Business Integrity**

4.7.1.1. Vendors must prohibit and report any instances of bribery, corruption, extortion, or embezzlement in accordance with the Anti-Bribery Laws of the United Arab Emirates (UAE), applicable Anti-corruption Laws in their country of establishment, the Foreign Corrupt Practices Act of the USA, and the Bribery Act of the UK.

4.7.1.2. Vendors shall refrain from engaging in bribery when interacting with public officials and RAK Properties' employees, especially when acting on behalf of RAK Properties.

##### **4.7.2. Legal Claims and Investigations**

Vendors must promptly inform RAK Properties of any investigations or legal proceedings related to RAK Properties or concerning the work the supplier is performing on behalf of RAK Properties. Additionally, Vendors must notify RAK Properties if any employees with decision-making authority have been accused or convicted of corruption, bribery, or fraud.

##### **4.7.3. Accuracy of Records and Disclosures**

Accurate and honest record-keeping and disclosures are essential for RAK Properties to meet its legal, financial, regulatory, and managerial obligations. Vendors must ensure that information is never misrepresented or material facts omitted when reporting to RAK Properties. All records, disclosures, and communications to RAK Properties must be complete, fair, accurate, and timely.

##### **4.7.4. Protection of Confidential Information**

Vendors must not disclose confidential or protected information acquired while working for RAK Properties. Such disclosure would constitute a violation of this Code of Conduct, RAK Properties' contractual requirements, and potentially, the law. This provision should be considered in conjunction with clause 6.7.8.

##### **4.7.5. Fair Competition and Antitrust Compliance**

4.7.5.1. RAK Properties advocates fair competition and expects vendors to comply with all applicable antitrust or fair competition laws and regulations. Suppliers must not engage in unfair practices that unduly undermine free competition in tender processes through actions such as collusion, price-fixing, or bid rigging to favor a particular participant.

4.7.5.2. In the event of a violation of the above or if a vendor is found to have engaged in unfair practices or offered bribes to officials involved in procurement processes, RAK Properties reserves the right to disqualify the vendor from the approved vendor list, reject their tender, or terminate the contract, along with the retention of any performance bonds.

#### **4.7.6. Responsible Procurement**

Suppliers are expected to take reasonable measures to ensure that the products and services they procure come from ethical sources and that their sub-suppliers are aware of and comply with this Code of Conduct.

#### **4.7.7. Prevention of Counterfeit, Fraudulent, and Suspect Items (CFSI)**

4.7.7.1. suppliers shall not provide any suspect, counterfeit, or fraudulent parts, nor shall they use such parts in any work performed for RAK Properties, whether on or off-site.

4.7.7.2. The contract will specify the procedures for preventing CFSI items from entering RAK Properties' sites and the associated consequences and sanctions if supplied items are categorized as CFSI.

4.7.7.3. suppliers should acknowledge and address the risks associated with CFSI for RAK Properties and incorporate appropriate measures into their Quality Assurance Program to prevent, detect, and eliminate CFSIs.

#### **4.7.8. Intellectual Property Rights and Data Protection**

In this context, vendors are required to:

4.7.8.1. Utilize RAK Properties' information and assets, including tools, drawings, and specifications, solely for the intended purpose for which they are provided and refrain from using them for any other purposes.

4.7.8.2. Implement appropriate measures to protect and maintain the confidentiality of RAK Properties' proprietary information. This includes storing it securely, maintaining its confidentiality, and not disclosing it to third parties (including other clients, subcontractors, etc.) without prior written consent from RAK Properties.

4.7.8.3. Respect and adhere to all RAK Properties' patents, trademarks, and copyrights, complying with any restrictions or prohibitions on their use as established by RAK Properties from time to time.

4.7.8.4. When required to transmit data over the Internet, follow RAK Properties' Information Security protocols.

4.7.8.5. Comply with all relevant regulations governing cross-border data transfers.

4.7.8.6. Safeguard all personal and sensitive data, whether pertaining to RAK Properties' employees or its customers, in a secure and confidential manner, in accordance with both local regulations and the applicable RAK Properties policies provided to the vendor.

4.7.8.7. Immediately report any suspected data breaches to RAK Properties upon detection.



4.7.8.8. Comply with all applicable data protection requirements under UAE law and the General Data Protection Regulation (GDPR) of the European Union, if applicable.

4.7.8.9. Refrain from using RAK Properties' logo or proprietary graphics in a manner that implies representation or endorsement by RAK Properties.

## APPENDIX 1 –

VENDOR DECLARATION I, the undersigned, authorized signatory for [Name of the Supplier], acknowledge that I have carefully read and understood the Rak Properties Code of Conduct and confirm that [Name of the Supplier] agrees to abide by and adhere to all of its terms and conditions.

Company Name: \_\_\_\_\_

Legal Representative Name: \_\_\_\_\_

Job title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_