Classification: General



# سياسة تعارض المصالح وأخلاقيات العمل تاريخ [●]/[●]/1445هـ (المو افق [●]/[●]/2024م)

بيان إخلاء المسؤولية

هذا المستند ومحتوياته للاستخدام الداخلي فقط لـ "الشركة العربية للاستثمار الزراعي والصناعي"، ويُعامل باعتباره مادة سرية. لا يجوز نسخ أي جزء من هذا المستند أو تخزينه في أي صورة، ولا يجوز إرساله بأي شكل عبر أي وسيلة - سواء إلكترونية أو ميكانيكية أو بالتصوير الضويّ أو التسجيل أو غير ذلك، دون موافقة كتابية مسبقة من الجهة المعنوية في " الشركة العربية للاستثمار الزراعي والصناعي ". ومخالفة الغربية السعودية.





CONFLICT OF INTEREST AND BUSINESS ETHICS POLICY	سياسة تعارض المصالح وأخلاقيات العمل
ARABIAN COMPANY FOR AGRICULTURAL AND INDUSTRIAL INVESTMENT	الشركة العربية للاستثمار الزراعي والصناعي
This Policy was adopted by a resolution of the Board of	تم اعتماد هذه السياسة بقرار مجلس إدارة الشركة العربية
Directors of Arabian Company for Agricultural and	للاستثمار الزراعي والصناعي، بتاريخ [●]/[●]/1445هـ (الموافق
Industrial Investment on [●]/[●]/1445H (corresponding to ([●]/[●]/2024G).	[●]/[●]. 2024م).
Signature of the Chairman of the Board of	توقيع رئيس مجلس الإدارة
Directors	
Company Seal	ختم الشركة

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### CONFLICT OF INTEREST AND BUSINESS ETHICS POLICY ARABIAN COMPANY FOR AGRICULTURAL AND INDUSTRIAL INVESTMENT

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أولا: المقدمة: first: Introduction

- The responsibilities and duties of Arabian Company for Agricultural and Industrial Investment's Board (the "Company"), governance corporate according to requirements, include the development of a written and clear policy (the "Policy") to deal with actual or potential conflict of interest situations that may affect the performance of the Directors, members of the Committees, Executive Management or other employees in the Company while dealing with the Company or other stakeholders. This Policy includes the requirements stipulated in the Corporate Governance Regulations, the Companies Law and its implementing regulations. Based on these responsibilities, this Policy has been formulated to deal with and address situations of conflict of interest and related party transactions. This is in accordance with the Applicable Law including the Companies Law, the regulations of the Saudi Arabian Capital Market Authority (the "Authority"), the Company's Bylaws, and all relevant laws and regulations.
- 1-1 من مسؤوليات ومهام مجلس إدارة الشركة العربية للاستثمار الزراعي والصناعي ("الشركة") وفقاً لمتطلبات حوكمة الشركات وضع سياسة مكتوبة وواضحة للتعامل مع حالات تعارض المصالح "السياسة" الواقعة أو المحتمل وقوعها التي يمكن أن تؤثر في أداء أعضاء مجلس الإدارة أو أعضاء لجانه أو الإدارة التنفيذية أو غيرهم من العاملين في الشركة عند تعاملهم مع الشركة أو مع أصحاب المصالح الآخرين. ويشترط أن تتضمن هذه السياسة المتطلبات المنصوص علها في لائحة حوكمة الشركات الصادرة عن هيئة السوق المالية ونظام الشركات ولوائحه التنفيذية. وانطلاقاً من هذه المهام تم إعداد هذه السياسة للتعامل مع حالات تعارض المصالح وتعاملات الأطراف ذوي العلاقة ومعالجتها؛ وذلك وفق نظام الشركات ولوائح هيئة السوق المالية ("الهيئة") ونظام الشركة الأساس وكافة الأنظمة والتعليمات ذات العلاقة.
- 1.2 The terms and expressions used in this Policy shall have the meanings assigned to them in the Company's Corporate Governance Manual, unless otherwise required by the context. The definitions and the Authority's Glossary of Defined Terms Used in the Regulations and Rules shall be a basic reference for the undefined terms contained in the present regulations.
- 2-1 يكون للمصطلحات والتعابير المستخدمة في هذه السياسة المعاني المحددة لها في لائحة الحوكمة الداخلية للشركة، ما لم يتطلب السياق خلاف ذلك. وكذلك تُعد التعاريف وقائمة المصطلحات المستخدمة في لوائح الهيئة وقواعدها مرجع أساسي لما يرد في هذه اللائحة من مصطلحات غير معرّفة.

#### **Second: Policy Objectives**

stakeholders.

## ثانياً: الغرض من السياسة: 2-1 تهدف هذه السياسة الى:

#### 2.1 This Policy aims to:

- Regulate conflicts of interest and address potential conflict situations for Directors, members of the Committees, Senior Executives, Shareholders, employees of the Company, auditors, advisers and other
- تنظيم تعارض المصالح ومعالجة حالات التعارض الواقعة أو المحتملة وآليات الإفصاح عنها لكل من أعضاء مجلس الإدارة وأعضاء لجانه المنبثقة عنه وكبار التنفيذيين والمساهمين والعاملين في الشركة ومراجعي الحسابات والمستشارين وأصحاب المصلحة الآخرين.
- b) Inform the Directors, members of Committees, Substantial Shareholders, Senior Executives, employees of the Company, auditors, advisers and other stakeholders, as needed, (each party shall
- ب) إبلاغ أعضاء مجلس الإدارة وأعضاء اللجان المنبثقة عن المجلس وكبار المساهمين وكبار التنفيذيين والعاملين في الشركة ومراجعي الحسابات، والمستشارين وأصحاب المصلحة الآخرين حسب ما تقتضيه الحاجة (وبشار إلى

	1 C 1 (T ( 1 D ))		
	be referred to as the " <b>Interested Person</b> ") of the need to avoid and deal with situations that lead to a conflict between their own	كل طرف فهم بـ "الشخص المعني") بضرورة تجنب الحالات التي تؤدي إلى تعارض مصالحهم مع مصالح	
	interests and those of the Company in accordance with governance provisions and statutory requirements.	الشركة، والتعامل معها وفقاً لأحكام الحوكمة والمتطلبات النظامية.	
c)	Prevent misuse of the Company's assets and	ج) العمل على منع إساءة استخدام أصول الشركة ومرافقها	
	facilities and prevent misconduct resulting from transactions with related persons.	ومنع إساءة السلوك الناتج عن التعاملات مع الأشخاص ذوي العلاقة.	
d)	Convey the policies and procedures which	د) بيان السياسات والإجراءات التي تنظم تعارض المصالح	
	regulate the conflict of interests of Company Shareholders, the Board, the	لكلٍ من مساهمي الشركة ومجلس الإدارة ولجان الشركة	
	Committees, Senior Executives,	وكبار التنفيذيين والعاملين في الشركة ومراجعي	
	employees, auditors, advisers and other stakeholders.	الحسابات والمستشارين وأصحاب المصلحة الآخرين.	
e)	Help the Interested Person in addressing situations of conflict of interests in	ه) مساعدة الشخص المعني للتعامل مع حالات التعارض	
	accordance with the statutory requirements	وفقاً للمتطلبات النظامية ووفقاً لأهداف الشفافية التي	
	and the objectives of transparency applied by the Company in its operations.	تطبقها الشركة في عملياتها.	
f)	Comply with the Applicable Laws and regulations in the Kingdom of Saudi	و) الالتزام بالأنظمة واللوائح المعمول بها في المملكة العربية	
	Arabia.	السعودية.	
g)	Establish the required Professional Conduct and Business Ethics.	<ul> <li>ز) ترسيخ سلوكيات وأخلاق العمل المطلوبة.</li> </ul>	
h)	Convey clear procedures for disclosing a	ح) بيان إجراءات واضحة للإفصاح عن تعارض المصالح،	
	conflict of interest, and obtaining the necessary authorisation and approval prior	والحصول على الترخيص والموافقة اللازمة قبل بدء	
	to commencing the business that may result in a conflict of interest.	الأعمال التي قد ينشأ عنها تعارض المصالح.	
i)	Give illustrative examples of conflict of	ط) تقديم أمثلة توضيحية لحالات تعارض المصالح تتناسب	
	interest commensurate with the nature of the Company's business.	مع طبيعة نشاط الشركة.	
	uations of conflict of interest or situations	وفيما يلي على سبيل المثال وليس الحصر حالات تعارض	2-2
bu	at could cause a conflict of interest include, t are not limited to, the following:	المصالح أو حالات يمكن أن ينشأ عنها تعارض المصالح:	
a)	using the status and position in the	أ) استغلال المنصب والمركز الوظيفي في الشركة لتحقيق	
	Company to achieve personal gain;	مصالح خاصة.	
b)	acting or having interests, as an Interested Person, that may make it difficult for	<ul> <li>ب) عندما يقوم الشخص المعني بأعمال أو تكون له مصالح</li> </ul>	
	him/her to perform his/her work in the	قد تجعل من الصعب عليه أداء عمله في الشركة	
	Company objectively, effectively, and	بموضوعية وفعالية وعلى نحو مستقل وأن يقدم	
	independently and prioritise the interest of the Company over any other interest;	مصلحة الشركة على أي مصلحة.	
c)	failure to maintain the confidentiality of	<ul> <li>ج) عدم الحفاظ على سرية المعلومات غير العامة وإفشائها</li> </ul>	
	non-public information and disclosing or exploiting such information to achieve personal gains;	في المتغلالها لتحقيق مصالح شخصية.	
d)	use of information related to the Company,	<ul> <li>د) استخدام الشخص المعنى المعلومات ذات الصلة</li> </ul>	
	its activities or business opportunities,	بالشركة وأنشطتها أو فرص الأعمال التي يحصل علها	
	obtained in the course of the Interested Person's employment therein to gain	أثناء عمله في الشركة للحصول على منافع شخصية أو	
	personal benefits or provide benefits to a third party;	لتحقيق فوائد لطرف آخر.	
	umo purty,		

e) providing advice to any other organisation competing with the Company in exchange for payment:  f) the establishment of or participation in another organisation engaging in a business similar or competitive to that of the Company by the Interested Person, whether directly or indirectly;  g) making a decision, transaction or purchase, by the Interested Person, in favour of a company in which they have an interest;  h) the acceptance of gifts by Directors and Senior Executives from any person who carries out business transactions with the Company, where such gifts would cause a conflict of interest; and  i) the resignation of any Director or Senior Executive to take advantage, whether directly or indirectly, of investment opportunities the Company wishes to capitalise on and which came to their knowledge during their membership in the Board or Executive Management, shall be deemed a conflict of interest.  Third: Application of the Policy  3.1 This Policy shall apply to the stakeholders listed below:  a) affiliates of the Company except for wholly-owned companies:  b) each of the Substantial Shareholders in the Company who own five percent (5%) or more of the Company;  d) Directors of affiliates of the Company;  e) Directors and Senior Executives of Substantial Shareholders of the Company;  f) any relatives of persons described at (a), (b), (c) or (e) above; and  g) any company controlled by any person described at (a), (b), (c), (c) (e) (above; and  i) the Company's auditors and advisers.  Fourth: The Conflict of Interest Guidelines shall be as follows:  a) All Conflict of Interest as it relates to Substantial Shareholders:  a) All transactions and contracts concluded  1 the Company's auditors and advisers.  Fourth: The Conflict of Interest Guidelines shall be as follows:  a) All transactions and contracts concluded				
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### directly or indirectly:  ### g making a decision, transaction or purchase, by the Interested Person, in favour of a company in which they have an interest;  ### hy the Acceptance of gifts by Directors and Senior Executives from any person who carries out business transactions with the Company, where such gifts would cause a conflict of interest; and  #### and the resignation of any Director or Senior Executive to take advantage, whether directly or indirectly, or investment opportunities the Company wishes to capitalise on and which came to their knowledge during their membership in the Board or Executive Management, shall be deemed a conflict of interest.  ###################################			لنشاط الشكة.	
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6.	tenders or are carried out under the same terms and conditions that the Company follows with general dealers and contractors, and such transactions and contracts shall be part of the Company's general business.  The ordinary General Assembly shall have	المتعاقدين والمتعاملين وكانت هذه الأعمال والعقود ضمن نشاط الشركة المعتاد.	6
0.	the right to delegate the authority to grant the authorisation stated in Paragraph 1 of Article 27 of the Companies Law to the Company's Board, provided that the delegation shall be in accordance with the following conditions:	للجمعية العامة العادية الحق في تفويض صلاحية الترخيص الواردة في الفقرة (1) من المادة السابعة والعشرون من نظام الشركات إلى مجلس إدارة الشركة، على أن يكون التفويض وفقاً للشروط التالية:	-6
	• the total amount of the transaction(s) or contract(s) during the financial year shall be less than one per cent (1%) of the Company's revenues according to the latest audited financial statements, provided that it is less than ten million Saudi Arabian Riyals (SAR 10 million). The Director shall be liable for calculating the transactions in which they have a direct or indirect interest during a single financial year;	أن يكون إجمالي مبلغ العمل أو العقد أو مجموع الأعمال والعقود خلال السنة المالية هو أقل من 1/ من إيرادات الشركة وفقاً لآخر قوائم مالية مراجعة على أن يكون أقل من 10 ملايين ريال سعودي. ويتحمل عضو مجلس الإدارة مسؤولية حساب التعاملات التي يكون له مصلحة مباشرة أو غير مباشرة فيها خلال السنة المالية الواحدة.	
	• the transactions or contract shall be part of the Company's general activity;	<ul> <li>أن يقع العمل أو العقد ضمن نشاط الشركة المعتاد.</li> </ul>	
	<ul> <li>the transactions or the contract shall not include preferential conditions for a Director and they shall be subject to the same terms and conditions that the Company follows with general dealers and contractors; and</li> </ul>	<ul> <li>ألا يتضمن العمل أو العقد شروطاً تفضيلية لعضو مجلس الإدارة وأن تكون بنفس الأوضاع والشروط التي تتبعها الشركة مع عموم المتعاملين والمتعاقدين.</li> </ul>	
	the transactions or contract shall not be among the consultancy works and contracts that a Director makes under a professional licence in favour of the Company.	<ul> <li>ألا يكون العمل أو العقد من ضمن الأعمال والعقود الاستشارية التي يقوم بها عضو المجلس بموجب ترخيص مني لصالح الشركة.</li> </ul>	
7.	The delegation period shall be no more than one (1) year from the date of the ordinary General Assembly's approval to delegate its authorities, stated in Paragraph 1 of Article 27 of the Companies Law, to the Board or until the end of term of the Company's delegated Board of Directors, whichever occurs first.	تكون مدة التفويض بحد أقصى سنة واحدة من تاريخ موافقة الجمعية العامة العادية على تفويض صلاحيتها الواردة في الفقرة (1) من المادة السابعة والعشرون من نظام الشركات إلى مجلس إدارة الشركة أو حتى نهاية دورة مجلس إدارة الشركة أمهما أسبق.	-7
8.	Any Director shall not be permitted to vote on the two items of authorisation and revocation thereof in the ordinary General Assembly.	يُحظر على أي من أعضاء مجلس الإدارة التصويت على بندي التفويض وإلغاء التفويض في الجمعية العامة العادية.	-8
9.	The ordinary General Assembly shall have the right to add any of the conditions contained herein to the conditions stated above.	للجمعية العامة العادية الحق في إضافة أي من الشروط الواردة في هذه السياسة إلى الشروط الواردة أعلاه.	-9

10. The interest shall be deemed indirect if the transactions and contracts concluded for the Company can offer pecuniary and non-pecuniary benefits for the following categories, including but not limited to:  • relatives of a Director (relatives shall mean the parents as lineal ascendant and the offspring as descendants, spouse(s) and siblings);	10- تُعدّ المصلحة غير مباشرة إذا كانت الأعمال والعقود التي تتم لحساب الشركة يمكن أن تحقق فوائد مالية أو غير مالية للفئات التالية – على سبيل المثال لا الحصر –:  ■ لأقارب عضو مجلس الإدارة (ويُقصد بالأقارب الوالدين وإن علوا، والأولاد وإن نزلوا، والزوج والزوجة والإخوة).
<ul> <li>a general partnership, limited partnership or limited liability company in which any of the Directors or their relatives is a partner or one of its managers;</li> </ul>	<ul> <li>لشركة تضامن أو توصية بسيطة أو مسؤولية محدودة يكون أي من أعضاء مجلس الإدارة أو أقاربه شريكاً فها أو من مديرها</li> </ul>
<ul> <li>a joint stock company or a simplified joint stock company in which a Director or any of their relatives together or separately, owns five per cent (5%) or more of its total common shares;</li> </ul>	<ul> <li>لشركة مساهمة أو مساهمة مبسطة يملك فها عضو مجلس الإدارة أو أي من أقاربه متفرقين أو مجتمعين ما نسبته (5٪) أو أكثر من إجمالي أسهمها العادية.</li> </ul>
<ul> <li>a sole proprietorship, other than companies, in which a Director or any of their relatives owns shares or manages it; and</li> </ul>	<ul> <li>لنشأة – من غير الشركات – يمتلك فها عضو مجلس الإدارة أو أي من أقاربه أو يديرونها.</li> </ul>
<ul> <li>a sole proprietorship or a company in which the Director or any of their relatives is a member of its Board of Directors or one of its senior executives, except for the Company's affiliates.</li> </ul>	<ul> <li>لمنشأة أو شركة يكون العضو أو أي من أقاربه عضواً في مجلس إدارتها أو من كبار تنفيذيها فيما عدا تابعي الشركة.</li> </ul>
11. If the Board refuses (by virtue of the authorisation granted thereto by the General Assembly) to authorise the contract or the transactions, the Director shall resign within a period specified by the Board, otherwise his membership in the Board shall be deemed terminated, unless he decides to withdraw from such contract or transaction or regularise his status in accordance with the Companies Law and its implementing regulations thereof prior to the end of the period set by the Board.	11- إذا رفض مجلس الإدارة (بموجب التفويض الممنوح له من الجمعية العامة) منح الترخيص بالعقد أو الأعمال فعلى عضو مجلس الإدارة تقديم استقالته خلال مهلة يحددها مجلس الإدارة، وإلا عُدت عضويته في المجلس منتهية، وذلك ما لم يقرر العدول عن العقد أو التعامل أو تعديل أوضاعه طبقاً لنظام الشركات ولوائحه التنفيذية قبل انقضاء المهلة المحددة من قبل مجلس الإدارة.

12.	If the General Assembly refuses to grant the authorisation pursuant to Article 27 of the Companies Law and Article 44 of the Corporate Governance Regulations issued by the Capital Market Authority, the Director shall resign within a period specified by the General Assembly; otherwise, his membership in the Board shall be deemed terminated, unless he decides to withdraw from such contract, transaction or the competition or regularise his status in accordance with the Companies Law prior to the end of the period set by the General Assembly.	إذا رفضت الجمعية العامة منح الترخيص بموجب المادة (27) من نظام الشركات والمادة (44) من لائحة الحوكمة الصادرة عن هيئة السوق المالية، فعلى عضو مجلس الإدارة تقديم استقالته خلال مهلة تحددها الجمعية العامة، وإلا عُدت عضوبته في المجلس منتهية، وذلك ما لم يقرر العدول عن العقد أو التعامل أو المنافسة أو توفيق أوضاعه طبقاً لنظام الشركات ولوائحه التنفيذية قبل انقضاء المهلة المحددة من قبل الجمعية العامة.	-12
<b>b</b> )	Competing with the Company:	منافسة الشركة:	ب)
1.	A Director or a member of one of the Committees may not, without the General Assembly's authorisation and in accordance with the controls set thereby, engage in any business that would compete with the Company, or trade in any of its activities.	لا يجوز لعضو مجلس الإدارة أو عضو إحدى اللجان بغير ترخيص من الجمعية العامة العادية ووفقاً للضوابط التي تضعها الجمعية العامة أن يشترك في أي عمل من شأنه منافسة الشركة، أو أن يتجر في أحد فروع النشاط الذي تزاوله.	-1
2.	If a Director or a member of one of the Committees desires to engage in a business that may compete with the Company or any of its activities, the following shall be taken into account:  • notifying the Board of Directors of the competing business he/she wishes to engage in and recording such	إذا رغب عضو مجلس الإدارة أو عضو إحدى اللجان في الاشتراك في عمل من شأنه منافسة الشركة، أو منافستها في أحد فروع النشاط الذي تزاوله فيجب مراعاة ما يلي:  • إبلاغ مجلس الإدارة بالأعمال المنافسة التي يرغب في ممارستها، وإثبات البلاغ في محضر اجتماع	-2
	notification in the minutes of the Board of Directors' meeting.  • the non-participation of the Director who has interest in voting on the decision issued in this regard in the Board of Directors, its Committees and the Shareholders' assemblies.	مجلس الإدارة.  عدم اشتراك العضو صاحب المصلحة في التصويت على القرار الذي يصدر في هذا الشأن في مجلس الإدارة واللجان وجمعيات المساهمين.	
	the Chairman of the Board informing the General Assembly, when it is convened, of the competing business that the Director or a member of one of the Committees is engaged in, after the Board has verified that the Director is competing with the Company's business or any of its activities, in accordance with standards to be issued by the General Assembly upon the proposal of the Board and published on the Company's website, such that these businesses are assessed on annual basis.	قيام رئيس مجلس الإدارة بإبلاغ الجمعية العامة عند انعقادها بالأعمال المنافسة التي يزاولها عضو المجلس أو عضو إحدى اللجان، وذلك بعد تحقق مجلس الإدارة من منافسة عضو المجلس لأعمال الشركة أو منافستها في أحد فروع النشاط الذي تزاوله وفقاً معايير تصدرها الجمعية العامة بناءً على اقتراح المجلس وتُنشر في الموقع الإلكتروني للشركة، على أن يتم التحقق من هذه الأعمال بشكل سنوي.	
	<ul> <li>Obtaining an authorisation from the Company's ordinary General Assembly, or of the Board of Directors through a delegation of the ordinary</li> </ul>	<ul> <li>الحصول على ترخيص من الجمعية العامة</li> <li>العادية للشركة أو من المجلس بموجب تفويض</li> </ul>	

	General Assembly that allows the Director to engage in a competing business.	من الجمعية العامة العادية يسمح للعضو بممارسة الأعمال المنافسة.
	The concept of engagement in any business includes any work that would compete with the Company or any of its activities, as follows:	<ul> <li>3- يدخل في مفهوم الاشتراك أي عمل من شأنه منافسة</li> <li>الشركة أو منافستها في أحد فروع النشاط الذي تزاوله ما</li> <li>يلي:</li> </ul>
	<ul> <li>a Director establishes a company or owns substantial stocks or shares in a company or a sole proprietorship that engages in an activity similar to that of the Company or any of its group;</li> </ul>	<ul> <li>تأسيس عضو مجلس الإدارة لشركة أو تملكه نسبة مؤثرة لأسهم أو حصص في شركة أو منشأة أخرى، تزاول نشاطاً من نوع نشاط الشركة أو أي من مجموعتها.</li> </ul>
	<ul> <li>accepting membership on the Board of Directors of an organisation competing with the Company or its group or managing the affairs of a competing sole proprietorship or any competing company of any form, except the Companies affiliates;</li> </ul>	قبول عضوية مجلس إدارة شركة منافسة للشركة أو مجموعتها أو تولي إدارة مؤسسة فردية منافسة أو شركة منافسة أياً كان شكلها فيما عدا تابعي الشركة.
	<ul> <li>a Director obtaining a commercial agency or the like, whether apparent or implied, for a company or another sole proprietorship competing with the Company or its group;</li> </ul>	<ul> <li>حصول العضو على وكالة تجاربة أو ما في حكمها،</li> <li>ظاهرة كانت أو مسترة، لشركة أو منشأة أخرى</li> <li>منافسة للشركة أو مجموعتها.</li> </ul>
	<ul> <li>the Board shall consider the requirements of independence and situations of conflict of interest in accordance with the regulations issued by the Authority when appointing financial and legal advisers and auditors.</li> </ul>	ينبغي على المجلس مراعاة متطلبات الاستقلالية وحالات تضارب المصالح وفقاً لما وردت باللوائح الصادرة من هيئة السوق المالية، وذلك عند تعيين المستشارين الماليين والقانونيين ومراجعي الحسابات.
<b>c</b> )	Blackout Periods:	ج) فترات الحظر:
1.	Directors or members of the Audit Committee and any person related thereto are prohibited from trading in any securities of the Company during the following periods:	<ul> <li>ع) حرب ، حسر.</li> <li>1 يمتنع أعضاء مجلس الإدارة وأعضاء لجنة المراجعة وأي شخص له علاقة بأي منهم عن التعامل في أي أوراق مالية للشركة خلال الفترات التالية:</li> </ul>
	<ul> <li>during a 15-calendar day period preceding the end of the fiscal quarter and until the date of announcing the audited interim financial statements of the Company;</li> </ul>	<ul> <li>خلال فترة الـ (15) يوماً التقويمية السابقة لنهاية</li> <li>الربع المالي وحتى تاريخ الإعلان عن القوائم المالية</li> <li>الأولية المفحوصة للشركة.</li> </ul>
	<ul> <li>during a 30-calendar day period preceding the end of the financial year and until the date of announcing the Company's financial results; and</li> </ul>	<ul> <li>خلال الـ (30) يوماً التقويمية السابقة لنهاية السنة</li> <li>المالية وحتى تاريخ الإعلان عن النتائج المالية</li> <li>للشركة.</li> </ul>
	<ul> <li>the above stated blackout periods shall apply (where applicable) to that member who resigns (during the blackout period) and any person related thereto.</li> </ul>	<ul> <li>فترات الحظر المشار إلها أعلاه تسري (حيثما ينطبق) على ذلك العضو المستقيل (أثناء فترة الحظر) وأي شخص ذي علاقة بأيّ منهم.</li> </ul>
Con	flict of Interest as related to the npany's Executive Management and ployees:	<ul> <li>4-3 تعارض المصالح المرتبط بالإدارة التنفيذية وموظفي الشركة:</li> </ul>

a)	Upon their appointment to the Company, employees thereof shall disclose any conflict of interest, or in the event that an employee has an interest in the transactions and contracts carried out for the Company. Moreover, they shall report their knowledge of an incident involving an interest for those who work for the Company and that has not been disclosed as well as when the employee knows that his/her relative works under their supervision or is subject to their directives, or that one of their family members or relatives works in the Company or has an interest in the transactions or contracts concluded for the Company or that they are a customer or supplier thereof.	يتعين على موظفي الشركة عند انضمامهم للشركة الإفصاح عن تعارض المصالح، أو في حال نشوء مصلحة له في الأعمال والعقود التي تجري لصالح الشركة، والتبليغ عن علمه بواقعة تتضمن مصلحة لمن يعمل لصالح الشركة لم يفصح عنها، ومتى علم الموظف أن قريبه يعمل تحت إشرافه أو يخضع لتوجهاته، أو أن أحداً من أفراد عائلته، أو أقاربه يعمل في الشركة أو له مصلحة في الأعمال أو العقود التي تبرم لحساب الشركة أو أنه عميل أو مورّد للشركة.	(î
b)		يجب أن يتم إبلاغ مجلس الإدارة عن أي أنشطة عمل خارجية يقوم بها أي مسؤول تنفيذي بالإدارة، ويجب أخذ موافقة المجلس علها، وأن يتم الإفصاح عنها حسب الأنظمة ذات العلاقة.	ب)
c)	In the event that the Senior Executive or the employee wants to engage in outside businesses, they shall refer the matter to the CEO of the Company for consideration, valuation and submission of recommendations to the Board in preparation for issuing the appropriate decision in this regard.	في حال أراد المسؤول التنفيذي أو الموظف القيام بهذا الأمر، عليه عرض الأمر على الرئيس التنفيذي للشركة لدراسة الأمر وتقييمه والتوصية بشأنه لمجلس إدارة الشركة تمهيداً لإصدار القرار المناسب بشأنه.	( <sub>ह</sub>
d)	The Company's employee shall notify their direct manager upon the employee's knowledge that one of their relatives works under their supervision or is subject to his/her instructions. The employee shall not unilaterally make a decision to appoint, evaluate the performance of, or promote said relative.	يتعين على موظف الشركة إشعار المدير المباشر متى عَلمَ الموظف أن قرب له يعملُ تحت إشرافه، أو يخضع لتوجهاته ويجب ألاً ينفرد الموظف بقرارٍ من شأنه تعيين، أو تقييم أداء، أو ترقية ذلك القريب.	د)
e)	Senior Executives and all the Company's employees may not:	يمتنع كبار التنفيذيين وجميع الموظفين بالشركة عن التالي:	ه)
	1. engage in the business of competing companies whether directly or through any person related to them;	<ul> <li>المشاركة في أعمال شركات منافسة مباشرة أو من خلال أي فرد ذي علاقة بهم.</li> </ul>	
	conduct any transactions with the Company without the approval of the Board or the General Assembly of Shareholders in the case of Senior Executives, as such transactions shall be approved by the General Assembly as required by the law; and      Senior Executives and any person	2- الدخول في أي معاملات مع الشركة بدون موافقة مجلس الإدارة أو الجمعية العامة للمساهمين بالنسبة لكبار التنفيذيين التي يتطلب نظاماً الحصول على موافقة الجمعية العامة عليها.	
	related thereto are prohibited from trading in any securities of the Company during the following periods:	<ul> <li>3- يمتنع كبار التنفيذيين وأي موظف مطلع على المعلومات الجوهرية وأي شخص ذي علاقة بأي منهم</li> </ul>	

	عن التعامل في أي أوراق مالية للشركة خلال
	الفترات التالية:
• during a 15-calendar day period	<ul> <li>خلال فترة الـ (15) يوماً التقويمية السابقة لنهاية</li> </ul>
preceding the end of the fiscal quarter	الربع المالي وحتى تاريخ الإعلان عن القوائم المالية
and until the date of announcing the audited interim financial statements of	الأولية المفحوصة للشركة.
the Company.	الورية المستوسة
during a 30-calendar day period	• خلال الـ (30) يوماً التقويمية السابقة لنهاية
preceding the end of the financial year	السنة المالية وحتى تاريخ الإعلان عن النتائج
and until the date of announcing the Company's financial results.	المالية للشركة.
The above stated blackout periods shall	- ما المناص الم
apply (where applicable) to that	
executive officer who resigned (during	ينطبق) على التنفيذي المستقيل (أثناء فترة الحظر)
blackout periods) and any person	وأي شخص ذي علاقة بأيٍّ منهم.
related thereto.  4.4 Conflict of Interest as related to External and	
Internal Auditors and Advisers:	4-4 تعارض المصالح المرتبط بالمراجع الخارجي والداخلي
The Comment of the 12 on 1 at 11 to	والمستشارين:
<ul> <li>a) The Company's external auditors shall be independent.</li> </ul>	أ) يجب أن يكون مراجعو الحسابات الخارجيين
•	للشركة مستقلين.
b) The independence of the internal auditor	ب) ينبغي المحافظة على استقلالية المراجع الداخلي
shall be maintained, and he/she shall be adequately supported to carry out internal	وتقديم الدعم الكافي له للقيام بأعمال المراجعة
audit work, provided that the internal	الداخلية على أن يتبع المراجع الداخلي وظيفياً إلى
auditor shall functionally report to the	لجنة المراجعة وإدارياً إلى الرئيس التنفيذي.
Audit Committee and administratively to	
the CEO c) The Board shall consider the requirements	ج) ينبغي على المجلس مراعاة متطلبات الاستقلالية
of independence and situations of conflict	
of interest in accordance with the	وحالات تعارض المصالح وفق ما نصت عليه
Applicable Law when appointing financial	الأنظمة واللوائح والتعليمات الصادرة من الجهات
and legal advisers and auditors.	الرقابية وذلك عند تعيين المستشارين الماليين
	والقانونيين ومراجعي الحسابات.
4.5 Conflict of Interest as related to Candidates	<ul> <li>5-4 تعارض المصالح المرتبط بالمرشح لعضوية مجلس الادارة:</li> </ul>
a) Any candidate who wishes to nominate	
a) Any candidate who wishes to nominate himself for Board membership shall	أ) على من يرغب في ترشيح نفسه لعضوية مجلس الإدارة
disclose to the Board and the General	أن يفصح للمجلس وللجمعية العامة عن أي من حالات
Assembly any situations of conflict of	تعارض المصالح – وفق الإجراءات المقررة من الهيئة –،
interest, in accordance with the procedures	وتشمل:
established by the Authority, including:  1. having a direct or indirect interest in the	1- وجود مصلحة مباشرة أو غير مباشرة في الأعمال
transactions and contracts executed for	والعقود التي تتم لحساب الشركة.
the Company's account; and	والعقود التي تلم تحساب الشركة.
2. their engagement in any business	2- اشتراكه في عمل من شأنه منافسة الشركة، أو
which would compete with the Company or any of its activities.	منافستها في أحد فروع النشاط الذي تزاوله.
Fifth: Disclosing Situations of Conflict of Interest	خامساً: الإفصاح عن حالات تعارض المصالح:
5.1 The "interested" stakeholder who is in a	
situation of actual or potential conflict of	تعارض مصالح فعلية أو محتملة، أو الذي لا يكون متأكداً من
interest, or who is not sure whether they are	_
facing a situation of actual or potential conflict	وقوعه في حالة تعارض مصالح فعلية أو محتملة، الإفصاح

of interest, shall disclose in writing to the	
Board or the Secretary of the Board, the nature	كتابةً إلى مجلس الإدارة أو أمين سر مجلس إدارة الشركة عن
of the actual or potential conflict of interest that	طبيعة تعارض المصالح الفعلية أو المحتملة التي يواجهها.
they are facing.	
5.2 The disclosure shall be made immediately after	<ul> <li>2-5 الإفصاح يجب أن يتم فوراً بعد أن يدرك الشخص المعنى أنه</li> </ul>
the Interested Person realises that there is an	في حالة تعارض مصالح فعلية أو محتملة، وأن يتم بصورة
actual or potential conflict of interest. Such	
disclosure shall be made in detail containing	تفصيلية مزودة بالحقائق المناسبة.
the appropriate facts.	
5.3 The Board shall, through the Audit Committee,	3-5 يقوم مجلس الإدارة من خلال لجنة المراجعة بمراجعة كل
review all situations of conflict of interest that have been disclosed in accordance with	حالات تعارض المصالح التي تم الإفصاح عنها وفقا للفقرة (أ)
Paragraph A above or those, which have come	أعلاه أو التي تم معرفتها عن طريق قائمة استقصاء خاصة
to be known through a survey conducted	بتعارض المصالح، وبحدد ما إذا كانت كل حالة على حدة
specifically on conflicts of interest. The Board	
shall determine whether additional information	تستدعى الحصول على معلومات إضافية أم لا. وفي حالة طلب
is required on a case-by-case basis. Should	الحصول على تلك المعلومات، يجب على الشخص صاحب
such information be requested, the Interested	المصلحة تقديم تلك المعلومات فوراً.
Person shall provide such information	
immediately.	۔ ۶۶
5.4 The Board or the Secretary of the Board, when ascertaining the existence of an actual or	4-5 يجب على المجلس أو أمين سر المجلس عند التأكد من وجود
potential conflict of interest, shall immediately	حالة تعارض مصالح فعلية أو محتملة أن يقوم فوراً بتقديم
provide specific written directions that the	توجهات كتابية معينة يجب أن يلتزم بها الشخص صاحب
interested stakeholder shall abide by.	المصلحة.
5.5 Upon concluding a contract or conducting a	5-5 تقوم الشركة بالإفصاح عند تعاقدها أو تعاملها مع طرف ذي
transaction with a related party, the Company	
shall disclose the same provided that this	علاقة، على أن يشمل ذلك إبلاغ الهيئة والجمهور من دون أي
includes informing the Authority and the	تأخير بذلك التعاقد أو التعامل، إذا كان هذا التعاقد أو
public, without any delay, that the contract or	التعامل مساوياً أو يزيد على (1٪) من إجمالي إيرادات الشركة
transaction is equal to or more than one per	وفقاً لآخر قوائم مالية سنوبة مراجعة، إلا في الحالات التي يكون
cent (1%) of the Company's total revenues according to the latest audited annual financial	لعضو مجلس الإدارة فيها مصلحة حيث يتطلب الأمر موافقة
statements, except in cases in which a Director	المجلس وموافقة من الجمعية حسب النظام.
has an interest, where the approval of both the	المجلس ومواقفه من الجمعية حسب النظام.
Board and the General Assembly is required	
according to the Applicable Law.	
5.6 The Company shall also include the following	<ul><li>6-5 كما ستقوم الشركة بتضمين تقرير مجلس الادارة على ما يلي:</li></ul>
in the Board report:	
a) A description of any transaction between	<ul> <li>أ) وصف لأي صفقة بين الشركة وطرف ذي علاقة.</li> </ul>
the Company and a related party. b) Information related to any transaction or	
contracts to which the Company is a party,	<ul> <li>ب) معلومات تتعلق بأي أعمال أو عقود تكون الشركة طرفاً</li> </ul>
and in which a Director or Senior Executive	فها، أو كانت فها مصلحة لأحد أعضاء مجلس الإدارة أو
or any person related thereto has an interest,	لكبار التنفيذيين فها أو لأي شخص ذي علاقة بأي فهم،
including the names of those appointed to	بحيث تشمل أسماء المعينين بالأعمال أو العقود،
the transaction or contracts, the nature of	وطبيعة هذه الأعمال أو العقود وشروطها ومدتها
such work contracts, the conditions,	ومبلغها، وإذا لم توجد أعمال أو عقود من هذا القبيل
duration and amount thereof. If there are no	
such works or contracts, the Company shall submit a declaration in this regard.	ستقوم الشركة بتقديم إقرار بهذا الشأن.
Sixth: Company's Professional Conduct	سادساً: ميثاق أخلاقيات المهنة الخاص بالشركة
6.1 Values and Principles	6-1 القيم والمبادئ

a)	Compliance with Applicable Governmental Laws, Rules and	الالتزام بالأنظمة والقواعد واللوائح الحكومية الساربة	(1)
1.	Regulations  The Company and its Directors, officers and employees shall comply with laws, rules and regulations applicable in any jurisdiction where the Company conducts business, including the Applicable Law. Individuals who have questions about whether particular circumstances may involve illegal conduct, or about specific laws that may apply to their activities, should consult their immediate supervisor, or the Conflict of Interest and Business Ethics Committee (if any) or the Audit Committee, depending on the nature of the case.	يتعين على الشركة وأعضاء مجلس إدارتها ومسؤولها وموظفها الالتزام بجميع الأنظمة والقواعد واللوائح السارية في أي نطاق تمارس الشركة فيه عملها. وفيما يتعلق بالأفراد الذي يكون لديهم استفسارات حول ظروف معينة يمكن أن تشتمل على تصرف غير قانوني أو حول أنظمة معينة قد تنطبق على نشاطاتهم، فيتعين عليم التشاور مع مشرفهم المباشر أو لجنة التعارض في المصالح وأخلاقيات العمل (إن وجدت) أو لجنة المراجعة اعتماداً على طبيعة الحالة.	-1
<b>b</b> )	Fair Dealing	التعامل العادل	ب)
1.	Each Director, officer and employee should endeavour to deal fairly with customers, creditors, Shareholders, suppliers, competitors, government officials and employees of the Company. No Director, officer or employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, including but not limited to competitively sensitive information, misrepresentation of material facts or any other unfair dealing practice.	على كل موظف أو مسؤول أو عضو مجلس إدارة أن يبذل كل جهد ممكن لغرض التعامل بصورة عادلة مع العملاء والدائنين والمساهمين والموردين والمنافسين والموظفين الحكوميين وموظفي الشركة ولا يحق لأي عضو مجلس إدارة أو مسؤول أو موظف الاستفادة بصورة غير عادلة من أي شخص من خلال التلاعب بالمعلومات السرية أو إخفائها أو إساءة استخدامها، بما في ذلك على سبيل المثال لا الحصر المعلومات الحساسة من حيث المنافسة وتحريف الحقائق المادية أو أية ممارسة أخرى للتعامل غير العادل.	.1
c)	Confidential Information	المعلومات السرية	ج)
1.	Without prejudice, any other agreement or legal obligation such as non-disclosure agreements signed with the Company, every Director, officer and employee of the Company is obligated to protect the Company's confidential information, as well as that of customers, suppliers, Shareholders, fellow employees and third parties who disclosed information to the Company in confidence.	مع الأخذ بالاعتبار أية اتفاقية أخرى أو التزام قانوني آخر مثل اتفاقيات عدم الإفصاح الموقعة مع الشركة، يلتزم كل عضو مجلس إدارة ومسؤول وموظف في الشركة بحماية المعلومات السرية للشركة والعملاء والموردين والمساهمين، والموظفين من الزملاء والأطراف الأخرى التي أفصحت عن معلومات سرية للشركة.	-1
2.	Confidential information consists of proprietary information and information that is not generally available to the public and may give one who uses it an advantage over the competition. Confidential information may include, without limitation, methods, products (actual or planned), trade secrets, formulae, resources, databases, internal office structure, personnel, financial data, price lists, pricing methods, trading conditions, technical data and information, marketing,	تتكون المعلومات السرية من المعلومات الخاصة والمعلومات التي لا تتوفر بشكل عام للعموم، وتوفر المستخدمها ميزة تنافسية. وقد تتضمن المعلومات السرية على سبيل المثال لا الحصر، الأساليب والمنتجات (فعلية أو مقررة)، والأسرار التجارية، والمعادلات، والموارد وقواعد البيانات، والهياكل التنظيمية للمكاتب الداخلية، وشئون الموظفين، والبيانات المالية، وقوائم الأسعار، وأساليب التسعير، والشروط التجارية، والبيانات والمعلومات الفنية، والتسويق، والأبحاث	-2

marketing research and practices, business والممارسات التسويقية، وخطط العمل، والتوقعات plans, prospects, client/customer lists, and المستقبلية وقوائم العملاء/ الزبائن، والمعلومات personal financial information. or الشخصية والمالية. وبمكن أن تكون المعلومات السربة Confidential information can be in any form and on any medium, whether written بأى شكل وفي أى وسيط سواء خطية أو محسوسة. كما otherwise tangible. **Proprietary** يمكن أن تكون المعلومات الخاصة معلومات قد يتم information can be information that an اكتشافها أو تطويرها أو تحسينها من قبل موظف أو employee, officer or Director, acting alone or together with any other persons, may مسؤول أو عضو مجلس إدارة يتصرفون على أساس discover, create, develop, or improve while فردى أو بصورة مشتركة مع أى أشخاص آخرين أثناء employed or engaged by the Company. العمل مع الشركة أو الارتباط معها. Upon termination of the employment عند إنهاء عقد عمل الموظف أو المسؤول أو ارتباط عضو contract of the employee, official or مجلس الإدارة أو المستشار، يتعين عليه أن يعيد للشركة association of the member of the Board of جميع المعلومات السربة أو الخاصة التي في حوزته أو Directors or the advisor, he/she must return to the Company all confidential or تحت سيطرته. proprietary information in its possession or control. d) Employee Relations and Non-علاقات الموظفين وعدم التمييز **Discrimination** The Company prohibits harassment based تحظر الشركة التمييز بناءً على عرق الفرد أو سلالته أو on race, ethnicity, national origin, religion, أصله أو جنسه أو دينه أو حالته الاجتماعية أو عمره أو gender, marital status, age, and disability, عجزه إلى الحد المشمول في الأنظمة السارية في دولة to the extent covered by the applicable laws in the relevant country of employment, التوظيف ذات الصلة، وأي أساس آخر محمى بموجب including the Applicable Law, as well as هذه الأنظمة. وتنطبق هذه السياسة على جميع موظفى any other basis protected by such الشركة ومسؤولها وأعضاء مجلس إدارتها وأى جهة Applicable Law. This Policy applies to all أخرى قد يكونون على اتصال بها في سياق أدائهم لأعمالهم of the Company's employees, officers and Directors and any third party they come أو ارتباطهم بالشركة أو في أي بيئة عمل سواء في مباني into contact within the course of doing their الشركة أو في بيئات أخرى تتصل بالعمل. duties or engagement as well as any work environment, whether at the Company's premises or in other work-related settings. **Environment, Safety and Health** البيئة والسلامة والصحة The Company is committed to conducting تلتزم الشركة بالقيام بأعمالها من خلال التقيد بجميع its business in compliance with all الأنظمة واللوائح والتراخيص الساربة الخاصة بالبيئة، applicable environmental and workplace وأماكن العمل بطريقة تتضمن أعلى مستوبات الاهتمام laws, regulations and permits, including the Applicable Law, in a manner that has the بسلامة وراحة موظفها وعملائها والعموم. ولذلك، تتوقع highest regard for the safety and well-being الشركة من جميع الموظفين والمسؤولين وأعضاء مجلس of its employees, customers and the general الإدارة التقيد الصارم بالأنظمة واللوائح الساربة ذات public. Therefore, the Company expects all employees, officers and Directors to strictly الصلة بالصحة والسلامة في مكان العمل. comply with all applicable laws and regulations relating to workplace health and safety, including the Applicable Law. If an employee's or officer's work involves إذا ما اشتمل عمل الموظف أو المسؤول على الالتزام بأي compliance with any safety and health من أنظمة الصحة والسلامة، فإن من مسؤولية الموظف laws, it is the responsibility of the employee أو المسؤول أن يكون مطلعاً على الأنظمة واللوائح ذات or officer to familiarise themselves with the Applicable Law, including record keeping. الصلة، بما في ذلك حفظ الدفاتر. وبتعين على الموظفين Employees and officers with questions أو المسؤولين الذين لديهم استفسارات حول المتطلبات regarding the requirements that apply to

	their work area should contact the Human Resources Department.	التي تنطبق على أعمالهم الاتصال <mark>بقسم الموارد البشرية</mark> بشأن ذلك.
3.	All employees, officers and Directors must immediately report any potential or suspected threat to human health to the Human Resources Department. Such reports must be made as soon as possible after the occurrence. The Applicable Law regarding reporting requirements must be complied with within the mandated time frames.	3- يتعين على جميع الموظفين والمسؤولين وأعضاء مجلس الإدارة رفع تقارير فورية عن أية مخاطر محتملة على صحة الإنسان إلى قسم الموارد البشرية. ويتعين رفع هذه التقارير في أقرب فرصة ممكنة بعد حدوث هذه المخاطر أو الاشتباه بها. وينبغي التقيد بأية أنظمة ولوائح مرعية تتعلق بمتطلبات رفع التقارير خلال الفترات الزمنية المحددة.
4.	An employee, officer or Director must not come to work or work under the influence of unauthorised or illegal drugs and/or alcoholic beverages.	4- ينبغي على الموظف أو المسؤول أو عضو مجلس الإدارة عدم الحضور إلى مقر العمل أو العمل إذا كان واقعا تحت تأثير العقاقير غير المصرح بها أو غير المشروعة أو الكحول.
6.2 Co	mpany Assets	2-6 أصول الشركة
a) Us	e and Protection of Company Assets	أ) استخدام وحماية أصول الشركة
2.	personal gain or for any business purposes other than the Company's business. This includes both tangible and intangible assets.  Some examples of tangible assets include equipment such as computers, electronic devices, supplies, vehicles, telephones, copy machines and furniture. Some examples of intangible assets include intellectual property such as technical know-how, pending patent information, trade secrets or other confidential or proprietary information (whether in printed or electronic form). The Company's name and any name, trademark, service mark, logo or trade name associated with it or any of its products are valuable assets of the Company and may not be used by employees for personal gain or for any business purposes other than the Company's business.	1- لا يجوز استخدام أصول الشركة لتحقيق مكاسب شخصية أو لأية أغراض عمل خلاف أعمال الشركة. وهذا يتضمن الأصول المادية وغير المادية، المعدات مثل أجهزة الحاسب الآلي، والأجهزة الإلكترونية، والمستلزمات، والمركبات والهواتف وآلات التصوير والمستلزمات، والمركبات والهواتف وآلات التصوير الملكية الفكرية، مثل المعرفة الفنية، ومعلومات براءات الاختراع المعلقة، والأسرار التجارية أو أية معلومات أخرى أو خاصة (سواء كانت مطبوعة أو إلكترونية). ويعتبر اسم الشركة وأي اسم وعلامة تجارية وعلامة خدمة وشعار أو اسم تجاري مصاحب له أو أي من منتجاته أصولاً ذات قيمة للشركة لا يجوز استخدامها من قبل الموظفين لتحقيق مكاسب شخصية أو لأي أغراض عمل خلاف أعمال الشركة.
4.	Directors, officers and employees are responsible for ensuring that appropriate measures are taken to assure that Company assets are properly protected. In addition, Directors, officers and employees should take appropriate measures to ensure the efficient use of Company assets, as theft, negligence, recklessness and damage thereto may have a direct impact on the Company's profitability.  Unless otherwise provided in an employment agreement and other	- يكون أعضاء مجلس الإدارة والمسؤولون والموظفون مسؤولين عن ضمان اتخاذ الإجراءات المناسبة لحماية أصول الشركة على نحو ملائم. كما يتعين عليهم اتخاذ التدابير المناسبة لضمان الاستخدام الفعال لأصول الشركة، حيث أن السرقة والإهمال والتلف عناصر قد يكون لها تأثير مباشر على ربحية الشركة.  - ما لم يتم النص على خلاف ذلك في اتفاقية التوظيف والاتفاقيات الأخرى بين الشركة أو الموظف أو المسؤول
	agreement between the Company and an employee, officers or Directors, each	والا تفاقيات الأحرى بين المسركة او الموطف أو مسؤول أو مسؤول

employee, officer or Director will only use أو عضو مجلس إدارة أجهزة الشركة في الأغراض the Company's equipment for the purposes المنصوص عليها في اتفاقية توظيفه أو ارتباطه مع outlined in their employment agreement or in their engagement with the Company. يكون استخدام أجهزة الحاسب المكتبية أو المحمولة وأي The use of desktop or laptop computers and any Company e-mail account is subject to حساب بربد إلكتروني للشركة خاضعاً للفحص من قبل verification by or on behalf of the Company الشركة أو بالنيابة عنها وبنبغى أن يقتصر بشكل رئيس and shall generally be limited mainly to the official business. على أعمال الشركة الرسمية. وبضمن كل موظف أو Company's employee, officer, or Director shall ensure مسؤول أو عضو مجلس إدارة الاستخدام الملائم للبريد the appropriate use of Company e-mail for الإلكتروني للشركة من حيث إرسال البريد الإلكتروني، the purpose of and in relation to sending, replying, forwarding. newsgroups, الرد، إعادة التوجيه، مجموعات الأخبار، وكلمات السر، passwords, and the maintenance of the e-والصيانة. Removal of Equipment from Company ب) إزالة الأجهزة من مبانى الشركة **Premises** Management approval is required to لحماية أصول الشركة المادية، ينبغي الحصول على remove any equipment from the Company موافقة الإدارة على إزالة أية أجهزة غير محمولة من مبانى premises that is not designated as portable الشركة وغير مخصصة لاستخدام الموظفين. and for the employee's use, for the purpose of protecting the Company's physical assets. Upon termination of an employee's or عند إنهاء عقد الموظف أو المسؤول أو انتهاء مدة عضوية officer's employment or Director's tenure عضو مجلس الإدارة أو في أي وقت بناء على طلب or at any time upon the request of the الشركة، يتعين عليه أن يعيد إلى الشركة جميع الأجهزة Company, he/she will return to the Company all equipment and/or other و/أو ممتلكات الشركة الأخرى، بما في ذلك أجهزة property of the Company, including الحاسب الألى والوثائق والوسائط المغناطيسية، وجميع computers, documents, electronic data, and المواد الأخرى العائدة للشركة أو تتعلق بنشاطاته أثناء all other materials belonging to the Company and/or related to his or her عمله أو ارتباطه بالشركة. activities while employed or engaged by the Company. **6.3 Gifting Policies** 3-6 سياسات الهدايا **Receiving Gifts and Special Treatment at** تلقى الهدايا والمعاملة الخاصة في العمل Work 1. Building relationships strong with يعتبر بناء علاقات قوبة مع العملاء أمرًا ضروربًا لعمل customers is essential to the Company's الشركة. كما تعتبر إقامة علاقات اجتماعية مع العملاء business. Socialising with customers and والموردين جزءاً لا يتجزأ من بناء هذه العلاقات. ويتعين suppliers is an integral part of building those relationships. Common sense and ممارسة المنطق السليم والاحتكام إلى الأحكام السليمة sound judgment should always be exercised عند تقديم أو قبول دعوات تناول الطعام والهدايا in providing or accepting business meals, والضيافة والترفيه. وفي حين أن الظروف تختلف من فرد entertainment or nominal gifts. While circumstances may differ on a case-by-case لآخر، إلا أن المبدأ الغالب فيما يتعلق بالهدايا يتطلب من basis, the overriding principle concerning الموظفين عدم تقديم أو قبول أي شيء ذي قيمة يمكن gifts is that employees should not give or أن يفهم بأنه يشكل التزامًا من جانب الطرف المتلقى accept anything of value that could be perceived as creating an obligation on the (سواء كان موظفًا في الشركة أو عميلًا) بالتصرف بشكل part of the recipient (whether an employee مخالف لمصلحة جهة عمله، أو يشوه الغاية والموضوعية of the Company or a customer) to act other لمشاركة الفرد. وبتحمل كل موظف مسؤولية التأكد من than in the best interests of their employer, or otherwise to taint the objectivity of the individual's involvement. It is the

responsibility of each employee to ensure that providing or accepting a gratuity is appropriate under the circumstances. When in doubt, a prudent stance should be adopted.	أن تقديم أو قبول الهدايا يعد أمرًا مناسبًا في الظروف السائدة. ويتعين تبني سياسة حذرة في حالة الشك.
2. Employees shall neither seek, nor accept for themselves or others any gifts or favours without a legitimate business purpose, nor seek or accept loans (other than conventional loans at market rates from lending institutions) from any person or business organisation that does or seeks to do business with, or is a competitor of the Company. This Policy applies as follows:	2- يتعين على الموظفين عدم طلب أية هدايا أو خدمات أو قبولها سواءً لأنفسهم أو لأشخاص آخرين بدون أغراض مشروعة للعمل. كما يتعين عليهم عدم طلب أو قبول أية قروض (خلاف القروض التقليدية بأسعار السوق من مؤسسات الإقراض) من أي شخص أو جهة ترتبط بعمل أو تسعى للارتباط بعمل مع الشركة أو تعتبر منافسًا لها. وتطبيقًا لهذه السياسة:
• in case the receipt of a gift is unavoidable due to legitimate business, cultural or traditional reasons (such as Ramadan, Eid or National Day), any gift in excess of SAR 100 must be officially declared to the Head of the Company's Human Resources Department and shall be considered as Company property under the Human Resource Department's custody;	<ul> <li>في حالة تعذر تجنب استلام الهدية لعمل مشروع أو أسباب اجتماعية تقليدية (مثل شهر رمضان المبارك، الأعياد، اليوم الوطني)، فإنه يتعين إبلاغ مدير إدارة الموارد البشرية عن أية هدية تتجاوز قيمتها 100 ربال سعودي، وتعتبر هذه الهدية ملكًا للشركة محفوظة لدى تلك الإدارة.</li> </ul>
in case of the need to offer gifts for legitimate business or cultural or traditional occasions (such as Ramadan gifts or Company branded items), such gifts must be preapproved by the CEO, and properly registered and documented;	<ul> <li>في حالة اقتضى الأمر تقديم هدية لعمل مشروع</li> <li>أو مناسبات اجتماعية تقليدية (مثل هدايا رمضان أو هدايا تحمل العلامة التجارية للشركة)،</li> <li>فإنه يتعين الموافقة مسبقًا على هذه الهدايا من</li> <li>قبل الرئيس التنفيذي، وتسجيلها وتوثيقها على النحو المناسب.</li> </ul>
<ul> <li>an especially strict standard is expected with respect to gifts, services, discounts, entertainment, or considerations of any kind from suppliers; and</li> </ul>	<ul> <li>يتعين تطبيق مقياس صارم وخاص فيما يتعلق بالهدايا والخدمات والخصومات والترفيه أو اعتبارات أيًا كان نوعها من الموردين.</li> </ul>
	<ul> <li>لا يسمح أبدًا بتلقي هدايا معادلة النقد (مثال: أسهم أو أشكال أخرى من الأوراق المالية) بأية قيمة.</li> </ul>
b) Giving Gifts, Favours, and Entertainment	ب) تقديم الخدمات والهدايا والضيافة
Gifts, favours and entertainment may be given to others at the Company's expense only if they meet all the following criteria:	1- يمكن تقديم الهدايا والخدمات والضيافة للآخرين على نفقة الشركة فقط في حالة وفائها بالمعايير التالية:  ● تتوافق مع ممارسات العمل المعتادة في الشركة.
not excessive in value and cannot be construed as a bribe or pay-off;	<ul> <li>ذات قيمة غير مرتفعة ويتعذر تفسيرها بأنها رشوة</li> <li>أو مكافأة.</li> </ul>
not in violation of the Applicable Law or ethical standards; and	<ul> <li>لا تنتهك الأنظمة السارية والمقاييس الأخلاقية.</li> </ul>

<ul> <li>public disclosure of the facts harm or undermine the C reputation or that of the emp</li> </ul>	Company's	
	supporting vours, and accurately clear, and في ذلك النص المناسب وبشكل واضح ووصفي. ويتعين في ذلك النص المناسب وبشكل واضح ووصفي. ويتعين على الأقسام وضع السياسات والإجراءات للموافقة for prior	-2
3. Strict rules apply when the C employees do business with gov agencies and officials. Due to the nature of these relationsh Company's employees shall themselves and comply with this Applicable Law as well as policies before offering gifts to go employees.	ernmental e sensitive ips, the familiarise Policy, the Company	-3
c) Bribes and Kickbacks	الرشاوى والعمولات	ج)
1. It is unacceptable to directly or offer, pay, solicit, or accept kickbacks in any form. A bribe the form of a payment, an or promise of anything of value (reg the amount). Neither the Comanyone representing or acting for bribe a government official or individual in order to retain busines an improper business advantage other reason. A "government official or governmental employee of a governme	bribes or may be in ffer, or a gardless of pany, nor or it shall or private ess, obtain or for any ficial' is a overnment yal family ties. Also ernational est. The set of the	-1
Compliance with the anti-bri corruption laws of the Kingdom Arabia and of other countries Company: (i) employs citizens/residents; and (ii) has relationships with organisations to these countries, is required.      Non-compliance with anti-bri corruption laws may result in diaction, dismissal, legal proceed possibly imprisonment. Failure	المملكة العربية السعودية والدول الأخرى التي (1) تعمل where the their business belonging  bery and sciplinary dings and to act on business belonging berg and sciplinary الى اتخاذ إجراءات تأديبية أو إنهاء الخدمة أو إقامة وقد يؤدي عدم الالتزام بأنظمة مكافحة الرشاوى والفساد المنافعة الرشاوى والفساد وقد يؤدي عدم الالتزام بأنظمة مكافحة الرشاوى والفساد المنافعة والمنافعة والمنافع	-2
suspicions of bribery and corrup result in liability for both emplour Company.  Seventh: Supervising the Applicat Violations of this Policy	المشتبهة إلى تحميل المسؤولية للموظف والشركة.	سابعاً: الإ

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