

# ZADK SAUDI CULINARY ARTS ACADEMY

## CODE OF BUSINESS CONDUCT



الأكاديمية السعودية لفن الطهي  

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Saudi Culinary Academy



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# 1 Glossary

The following terms and phrases, whenever mentioned in this policy, shall have the following meanings applied to them unless the context clearly states otherwise.

Term	Meaning
ZADK Culinary Arts academy	ZADK Culinary Arts academy Group of companies, including fully owned business units and joint venture companies
Employees	Any male or female employee of ZADK Culinary Arts academy under any type of contract
Stakeholders	Stake holders are Board of Directors. Which includes the founder and Chairman
The Code	ZADK Culinary Arts Academy Code of Conduct
Laws and Regulations	Any law, regulation, or convention applicable in the Kingdom of Saudi Arabia
Anti-Money Laundering Rules	The Saudi Anti-Money Laundering Law and all other laws issued in relation to this law by the Saudi Arabian Monetary Agency, as well as any non-Saudi law or authority that is applicable in the Kingdom of Saudi Arabia, including any and all applicable conventions
Anti-Bribery Rules	The Saudi Anti-Bribery Law and any other laws that are applicable in the Kingdom of Saudi Arabia issued in relation to this law by any Saudi or non-Saudi authority, including any applicable non-Saudi law, agency, or convention
Legal office	Group Legal Counselor of ZADK Culinary Arts academy Company
NCB AlAhli	National Commercial Bank
Excom Committee	The purpose of the EXCOM is to assist and advise the Board in fulfilling the corporate governance responsibilities of the Company about providing guidance for Management as to the best practices for achieving the Company's plans and strategic goals.

Third Party	Any individual or organization that a ZADK Culinary Arts academy employee may met during the course of his/her work in ZADK Culinary Arts academy
Whistleblowing Committee	A committee assigned on a case-by-case basis for the purpose of addressing complaints submitted by the whistleblower
Employees Family members	Includes a worker's spouse, parents (including but not limited to step or adoptive parents),
Conflict of interest	Covers all situations, such as but not limited to any that 1) have the potential to undermine the impartiality of a worker because of the possibility of a contradiction between the worker's self-interest, professional interest, or public interest; and 2) in which a worker could be influenced or could be perceived to be influenced by a personal interest in carrying out the required duties as a worker for the company
Competition	Covers any worker who tries to get what the company is seeking at the same time such as but not limited to sales, profits, and market shares by offering the best practicable combination of price and quality of products and/or services
Personal interest	Holding a position, engaging in the activities of, having a financial stake or ownership interest in, or in any way receiving financial benefits in any form directly or indirectly (other than a permitted passive investment) an outside business
'CONFIDENTIAL' information	Sensitive information, e.g. Company Strategic Plans. –refer to the Asset Management Procedure in Information Security Policy-
'INTERNAL USE' information	Moderately sensitive information, e.g. Policies and Procedures. –refer to the Asset Management Procedure in Information Security Policy-
'PUBLIC' information	Not sensitive information, e.g. Information on Company Website. –refer to the Asset Management Procedure in Information Security Policy-

## 2. What We Stand For

As a company that aims to development of professionals who will move the culinary arts forward is the mission that drives us. The ZADK Academy provides an invaluable foundation for passionate Saudis who aspire to be world-class chefs and restaurateurs. The Academy's comprehensive training prepares students for their future in the culinary arts and provides employers with competent individuals who add value in a professional environment.

Realizing our vision, achieving our mission, and delivering our values are the goals of everyone who works at our company.

### .1. Vision

To create positive social change in Saudi Arabia by establishing a top-quality flagship culinary institute that becomes a platform for the Kingdom's food ecosystem.

### .2. Mission

Developing talented young Saudi women and men regardless of their social background into world recognized chefs de cuisine, and promoting initiatives related with:

- locally produced food
- Zero waste cooking
- Healthy food habits.

### .3. Values

- Passion: We are committed to our dreams and continuously work to overcome any hurdles to deliver on our promises.
- Collaboration: We work together with all relevant stakeholders to improve the Kingdom food ecosystem.
- Good Citizenship: We take initiative to contribute to improve the quality of life of our community and leverage Saudi culture and traditions.
- Excellence: We strive for the highest standards in everything we do.
- Innovation: We are tirelessly working on discovering new ideas and putting no limits on our creativity.
- Impact: We aspire to create positive and lasting change in our students, in the food ecosystem and in our society

## 3. Introduction

The Code of Conduct defines how ZADK Culinary Arts academy employees are expected to behave as representatives of the company. The Code addresses our responsibilities to our company, clients, colleagues, and community.

## 4. Our Code

### 1.1 Values Statement

We are collectively empowered by one another; we are accountable for our actions, and we act ethically and transparently and respect our stakeholders' needs, moving beyond industry standards to innovate and develop in a healthy, respectful, and non-discriminatory workplace and sustainable environment.

As employees of ZADK Culinary Arts academy, we strive to accomplish our company's vision and mission by upholding our core values. We share a mutual responsibility with the company to achieve our goals through our commitment to achieving the statements set forth below.

- As members of ZADK Culinary Arts academy, we are collectively responsible for the impacts of our actions, both positive and negative, on society, the economy, and the environment and we are obligated to perform in the best way possible.
- The purpose, nature, and location of all activities, policies, and decisions for which we are responsible, including their known and likely impacts on society and the environment, shall be readily available and fairly disclosed in a clear, accurate, and complete manner, and to a reasonable and sufficient degree, avoiding any unclear messages, and they shall be presented in a clear and objective manner to all stakeholders.
- We help to promote ethical behavior and communication within our organization through its developed governance structure in its decision-making and in its interactions with others, with respect to established oversight mechanisms and controls that monitor, support, and enforce ethical behavior.
- We assess and consider the relationship of our stakeholders' needs and interests with the broader expectations of society and a focus on sustainable development.
- We comply with common customs in all jurisdictions in which we operate.
- We do not engage in any activity that presents a conflict of interest in which our independent judgment may be hindered or allows any personal benefit from business opportunities.
- We will not exchange any material information that harms, exposes, or jeopardizes the company and its employees in any way.
- We respect and promote human rights by utilizing legitimate, accessible, predictable, equitable, and transparent mechanisms for resolving grievances.
- We maintain an equitable work environment, avoiding discrimination against employees, partners, customers, members, and anyone else with whom ZADK Culinary Arts academy has any contact or upon whom it can have an impact.
- We provide and utilize, at all stages of the work experience, access to skills development, training, internships, and opportunities for career advancement on an equal and non-discriminatory basis, in compliance with the highest standards.
- We maintain and adhere to all applicable laws, policies of ZADK Culinary Arts academy, and prevailing policies in the business environment.
- We consider ourselves as part of and not separate from the community when approaching community involvement and development, engaging in activities to improve the quality of and access to education, promoting local knowledge and economic and social development, and avoiding actions that perpetuate a community's dependence on the organization's philanthropic activities.
- ZADK Culinary Arts academy's Code of Conduct is the foundation upon which these regulations, their handbook, and company policies and procedures are implemented and upheld.

## 1.2 Ethics

- 1.2.1 Individuals work transparently.
- 1.2.2 Individuals are accountable for their actions.
- 1.2.3 We comply with Ethical behaviors and avoid illegal activities
- 1.2.4 We abide by ethical practices and avoid fraudulent activity.
- 1.2.5 We work according to local and international standards.
- 1.2.6 We practice professional development and work against favoritism.
- 1.2.7 We practice sustainability to promote awareness for ecosystem.

## 1.3 Legal Terms

This Code is designed to give guidance in regard to ZADK Culinary Arts standards of integrity and abidance in all our academic operations. This Code is set of basic rules of conduct that each one of us is expected to follow.

This Code also defines what ZADK Culinary Arts Academy expectation are towards others from each of us and how we treat each other, our company, customers, suppliers, shareholders and communities.

## 1.4 What ZADK Culinary Arts Academy Expects from Each of Us

ZADK Culinary Arts Academy expects us to follow this Code and all policies within.

## 1.5 ZADK Culinary Arts Academy's Integrity Code of Conduct

All employees of ZADK Culinary Arts academy are committed to the following:

- 1.5.1 Abstain from dishonesty, deception, fraud, or violation of confidence in the course of any employment to gain any personal advantage
- 1.5.2 Avoiding accepting bribes in any way or any circumstances
- 1.5.3 Avoiding from using threats or the influence of an official position against any client or any individual.
- 1.5.4 Avoiding from accepting or giving gifts that are aligned with the conditions stated in the policy.
- 1.5.5 Avoid favoritism or any hiring business related to ZADK Culinary Arts academy

## 5 Horizon of Policies

All policies apply to all ZADK Culinary Arts Academy employees and its relation that carry out work for ZADK Culinary Arts academy (whether permanent, fixed-term, or temporary), including but not limited to business partners, contractors, sub- contractors, agencies, consultants, volunteers, interns, agents, sponsors, or any other person/organization associated with ZADK Culinary Arts academy and its employees, wherever they are located.



## 6 ZADK Anti-Corruption and Anti-Bribery Policy

ZADK Culinary Arts Academy is dedicated to conducting its business legally, ethically, and with complete honesty. ZADK Culinary Arts Academy maintains a zero-tolerance approach towards bribery and corruption of all types. ZADK Culinary Arts Academy strives for the highest standards of integrity and ethics among its employees and its stakeholders through the applicable Anti- Corruption and Anti-Bribery Rules.

### 6.2 Corruption

Corruption is any private advantage linked to money or any other illegal advantage

- i. Fraud
- ii. Extortion
- iii. Duress
- iv. Nepotism
- v. Conflicts of interest
- vi. Bribery
- vii. Gifts and entertainment

## 7 Information Technology Policy

ZADK Culinary Arts Academy's IT Policy is to establish the procedure and responsibilities related to assigning and maintaining designated storage of digital files on the ZADK Culinary Arts academy network. It describes the process by which shared drives are to be requested and maintained. The procedure is designed to ensure appropriate use of Academy resources and responsibility for ensuring that information is accessible only to authorized persons.

### a. Confidentiality of Information:

- All information in ZADK Culinary Arts academy's possession shall be classified as either public, internal use, confidential or secret based on the Information Security Policy, Asset Management Procedure, that is shared by the IT Department.
- Information Exchange Agreements shall be established for exchanging information and software between ZADK Culinary Arts academy and any other organization or third party.
- The third-party supplier shall be required to sign a Non-Disclosure Agreement (NDA) before any information about ZADK Culinary Arts academy's current information security status and future needs can be shared with them. Access to ZADK Culinary Arts academy information assets by third parties shall be restricted to authorized organizations and people and limited to their specific purpose in supporting ZADK Culinary Arts academy's operations.

Further information about these policies is available in the Information Security Policy.

## 8 ZADK Culinary Arts Academy Anti Money Laundering Policy

This policy shall be reviewed annually to ensure that ZADK Culinary Arts academy is updated on all related laws and regulations. ZADK Culinary Arts academy believes that this policy is one of the pillars of maintaining the most integrated and compliant work environment within the group and with our business partners. With this policy, we ensure compliance with all Anti-Money Laundering Rules applicable in the Kingdom of Saudi Arabian Definition of Money Laundering

## 9 Whistleblowing Policy

Cohering to ZADK Culinary Arts Academy's core values is integrity and honesty and professionalism as well as its code of ethics. ZADK Culinary Arts Academy aims to provide healthy environment by opening proper communication channel for whistleblowers.

### a. Whistleblowing Definition

- i. Someone who reports activities or information (within ZADK Culinary Arts Academy) that he/she believes is not legal or dishonest.
- ii. The information reported by the whistleblower will be investigated immediately.
- iii. The whistleblower will not be responsible for investigating
- iv. The identity of whistleblower will be kept anonymous.
- v. To encourage the spirit of truthfulness, honesty, and transparency.

### b. How to Report

Whistleblower must notify without any delay the appointed Excom and/or External auditor of the suspected incident for their further action by sending the email at [zadkwhistleblower@gmail.com](mailto:zadkwhistleblower@gmail.com). The identity of whistleblower will be kept anonymous.

### c. Final Decisions

- i. A primary decision can be overruled.
- ii. A final decision can be re investigation on the request.
- iii. All information submitted by the whistleblower will be promptly investigated and reported by the Whistleblowing Committee.
- iv. The following actions may be taken after investigation of the violation.

## 10 Anti-Harassment and Anti-Discrimination Policy

ZADK Culinary Arts Academy is has zero tolerance to any kind of harassment or discrimination. Therefore, ZADK Culinary Arts academy introduced this policy to ensure that all its employees are treated with dignity, decency, and respect always. Employees should feel safe.

## a. Discrimination

- i. ZADK Culinary Arts academy applies the equal opportunity concept among its employees or job applicant without looking at race, nationality, tribe, religion, color, gender, marital status, age, physical appearance, and disability.
- ii. Discrimination of any kind is strictly prohibited by Saudi law such as but not limited to Article 12 of Kingdom of Saudi Arabia's "Basic Law of Governance."

## b. Harassment, Complaint Process and Confidentiality

Any behavior that is unacceptable to the recipient and which creates an intimidating, hostile, or offensive environment for employment.

- i. ZADK Culinary Arts Academy prohibits harassment like sexual harassment such as physical contact, remarks by email or text or jokes. verbal mocking, verbal harassment and hostile behavior.
- ii. Verbal harassment includes but is not limited to comments, remarks, and statements that are offensive in nature as well as non-verbal harassment, which includes but is not limited to the
- iii. All complaints will be taken seriously and confidentiality to the greater extent possible.
- iv. An action will be taken after investigation depending on the result after investigation. The disciplinary action could be warning or firing or other action

# 11 Environmental Mission Statement

Community Involvement:

ZADK is committed to a role of environmental leadership in all facets of our business.

We fulfill this mission by a commitment to:

- Understanding environmental issues and sharing information with our partners
- Developing innovative and flexible solutions to bring about change
- Striving to buy local produce, and use environmentally friendly products
- Recognizing that fiscal responsibility is essential to our environmental future
- Encouraging all partners and community to share in our mission

Environmental Commitment

ZADK Culinary arts academy seek ways to proactively address the environmental impacts of our operations and incorporate the principles of the environmental mission statement into their work. At a minimum, we all must ensure that ZADK business practices and activities comply with the letter and intent of the law and all company policies.

ZADK understands that environmental responsibility is necessary if we hope to preserve our world for generations to come. Our commitment to contribute positively to the environment is of the utmost importance to our company.

ZADK understands the need for balance between work, personal and family life, and we encourage partners to be involved in their communities. However, partners should not impose their personal beliefs or opinions on other partners or represent their personal opinions as those of ZADK

You may keep your personal activities outside of the workplace confidential, but always keep in mind that you are a representative of ZADK. Your conduct can affect perceptions of the ZADK and its service.

## 12 Confidentiality Statement

I, ZADK Culinary Arts Academy employee, in my stated capacity and through performing my work duties, including those where I have the authority to oversee issues related to the employer, agree not to disclose, participate in, assist, and/or help in the disclosure of any information related to my capacity as an employee, referred to in this statement as “information;” information that relates to and comes to my knowledge and is classified as either “confidential” or “not confidential,” whether it is verbal, written, or electronic (unless such disclosure was by virtue of previous written approval from the employer), and this information shall not be disclosed to anyone under any circumstances, except to the extent that is necessary to fulfill my job requirements. I understand that my duty to maintain confidentiality continues even after I am no longer employed. Furthermore, upon ending my service with ZADK Culinary Arts Academy, I shall handover all confidential information, when applicable, to my direct manager.

Based on the Punishment Law on Publishing and Disclosing Confidential Information and Documents, issued by the Council of the Minister number 141 dated 07/05/1432H and a copy from the Royal Decree M/35 dated 08/05/1432H, all employees of ZADK Culinary Arts academy Group of Companies, even after the end of their service, are forbidden to publish any confidential document or disclose any confidential information they obtained due to their job in the company, where such publishing or disclosing is still forbidden.

Moreover, I acknowledge that the work assigned to me allows me to access business secrets and get acquainted with the company’s customers. Therefore, I agree not to compete with the employer/company or ZADK Culinary Arts academy Group of Companies or work with a company that competes with all or part of the activities of the company/employer or ZADK Culinary Arts academy Group of Companies, including performing similar functions or acting in a similar capacity as when employed with ZADK Culinary Arts academy, either directly or indirectly; I also agree not to reveal its secrets upon expiration of the contract for a period of five years in the GCC countries. The restrictions contained herein are necessary for the protection and goodwill of the legitimate interests of the employer/company. I agree to obtain prior written approval from the Company’s Human Resources Department to seek employment or business with a competing company.

In addition, I agree to report directly to the employer about any incidence of disclosure of information that comes to my knowledge without any delay, negligence, and/or postponement.

Furthermore, I agree that any disclosure of information (subject to written approval) to a third party shall be in accordance with the same conditions of confidentiality stated herein.

Disclosure of information shall not be deemed illegitimate if it is proven that the disclosed information has become available to the public domain in the event it is not based on an unapproved written disclosure, or has been acquired from a third party without breaching the obligation of confidentiality.

In addition, I agree not to possess any assets and/or properties of the employer and to keep these only on company premises, including all documents needed for my job duties. In addition, under penalty of legal liability, I will refrain from presenting said document(s) to third party(ies) for whatever reason during the period of my employment and after the end of my service, however it may arise. Moreover, I shall bear the full legal liability of all damages, losses, and loss of profit resulting from anything I have disclosed, including the punishments stated below, in addition to waiving my right to revoke the validity of anything submitted by the employer subject to any proof of any of the cases stated above.

This confidentiality statement shall be governed by and followed in accordance with the laws of the Kingdom of Saudi Arabia and any other applicable laws. Notwithstanding the Labor Law provisions and without prejudice to any severe punishment and/or penalty stated by law, the Company has the right to discharge me from my capacity and/or any other capacity, if any, and internally investigate the disclosure event and impose any and/or all of the following punishments:

- a prison sentence not exceeding a period of twenty years
- a fine not exceeding 1,000,000 Saudi riyals, as provisioned by applicable law
- termination of my work contract
- deprivation of my work entitlements
- pursuit of my assets, subject to compensation in the Kingdom of Saudi Arabia and my country of origin and any other country, through Interpol or other law enforcement agency, including claims to compensate any losses or loss of profit

The courts of Saudi Arabia shall have jurisdiction over any action, suit, or proceeding arising from any dispute related thereof.

Moreover, any employee who participates in any of the crimes stated in the above law will face the punishments stated above. In addition, any employee who agrees to, provokes, or helps commit the crime shall be considered a participant in the crime if the crime is committed based on such agreement, provocation, or help.

The relevant courts in the Kingdom of Saudi Arabia shall have jurisdiction over any crimes and impose any punishments stated above.

## a. Breach of Confidentiality

Confidential information should not be read or discussed by any employee unless it pertains to his/her specific job requirements. Examples of inappropriate disclosures include:

- i. publishing or otherwise disclosing confidential documents or information
- ii. entering or attempting to enter any place or location that is not permitted, whether it is with the intention to obtain confidential documents or information
- iii. obtaining by any illegitimate means, confidential documents or information
- iv. possessing work-related official confidential documents or information and disclosing, announcing, or publishing them without a legitimate reason permitted by law, including disclosure to colleagues, to a non-authority member of management, or to a thirdparty
- v. deliberately destroying confidential documents or misusing them with the intention of damaging the company's and/or shareholders' economic and/or social status
- vi. failing to keep confidential documents or information safe

## 13 Patents and Intellectual Property

I, ZADK Culinary Arts academy employee, agree to carry out all work duties assigned to me with the utmost caution and care. I acknowledge that in the case of completing an invention or discovery through performing my work duties or using work-related capabilities/possibilities, means, and/or data and information made available for me at work by ZADK Culinary Arts academy, whether the invention was completed during the previous contractual period and/or subsequent to this agreement, the ownership of the protected documents and all resulting patents, intellectual property rights, trade secrets, and copyrights is the exclusive right of ZADK Culinary Arts academy, and I shall have no right to exploit or use the invention and/or any component of the partial or total components, which

together constitute what is invented and/or registered, for the purpose of making that invention myself.

Nevertheless, ZADK Culinary Arts academy acknowledges the right of the employee to get a special reward, to be agreed upon between the parties considering the different circumstances of the employment contract and the economic significance of the invention. Even if the invention is the result of the joint work of several employees, they will all have the right to be rewarded equally. However, an employee will not be considered a partner in the invention if his/her efforts were limited to assisting in the implementation of the invention.

Additionally, I undertake to refrain from any work that includes, directly or indirectly, the exploitation, benefit, or use of the invention without prior written approval from the employer.

Moreover, I commit to refraining from giving any technical information relating to the methods and patent application and commit to not disclosing such information to the public or use it in any way whatsoever.

I shall bear the full legal liability of all damages, losses, and loss of profit resulting from breaching the policy, in addition to waiving my right to revoke the validity of any document requested and submitted by the employer, subject to any proof of any of the cases stated above.

This agreement shall apply retroactively from the date of the beginning of my work contract with the employer and continues regardless of the continuation of the work relationship for a period of 20 years with respect to patents and for a period of 50 years with respect to intellectual property rights.

The courts of Saudi Arabia shall have jurisdiction over any action, lawsuit, or proceeding arising from any dispute related thereof.

## 14 Worker Non-Competing and Conflict of Interest Declaration

ZADK Culinary Arts academy conducts its business with the highest degree of ethical and professional standards, so it is essential that the company keep confidential technical secrets of its activities that directly or indirectly contribute to its activities, as well as all trade secrets related to the company or any affiliated company where the disclosure of these secrets is likely to cause damage to the interests of the company.

Therefore, this declaration is filled in accordance with the valid and applicable Saudi laws to protect the best interests of the company and to avoid conflicts of interest and competition between the company and its employees. General managers, department heads, and any other worker in such a capacity and/or who has knowledge or access to the above-stated secrets of the company are required to complete this declaration on an annual basis.

The declaration focuses on essential information and affiliations to assist in identifying whether conflict or competition exists and to ensure that the company has the necessary remediation of that conflict or competition and acts in the best interests of the company.

The structure of the conflict of interest or competition process includes the following steps.

- identification of the financial, business, or personal interest in conflict or competition with the company's interests
- declaration of the conflict or competition to the company
- discussion of any impact on the company and possible remedial actions or mitigations

## a. Company Policy Applicable to Employees

The company requires that its employees and their family members avoid situations in which their personal interests might conflict with the interests of the company. Such conflicts of interest could potentially arise if employees or their family members have a financial interest in the company's dealings with contractors, vendors, clients, and/or any other companies, organizations, and/or individuals doing or seeking to do business directly or indirectly with the company or in competition with the company. In addition to this general policy, specifically:

- i. employees are prohibited from having direct or indirect personal interests in outside businesses doing or seeking to do business with the company
- ii. employees are prohibited from having personal interests in outside businesses that are suppliers or sub-contractors to vendors or contractors doing business with the company
- iii. employees are prohibited from holding a position in (e.g., membership on the Board of Directors or other management or advisory role) or engaging in the activities of a BU or JV company in which the company holds an ownership interest, except with the prior approval of the company

Employees may have personal interests in outside businesses that do not do or seek to do business with the company or its vendors or contractors, provided that such interests do not interfere with their performance of their job with the company. Such interests are subject to disclosure to and approval by the company as provided in the Disclosure and Approval Requirements document signed prior to the contract.

Family members of company employees may have personal interests in outside businesses, whether or not they do or seek to do business with the company, but such interests are subject to disclosure to and approval by the company as provided in the Disclosure and Approvals Requirements section of this form.

It is a conflict of interest and an improper business practice for current or former company employees to utilize any confidential or proprietary business, technical, or other information obtained while in the company's service to influence the company's existing or proposed commercial transactions for the purpose of gaining a personal commercial advantage, benefiting a third party, or otherwise damaging the company, whether during or after leaving employment with the company. The company will take the necessary measures to detect such conflicts of interest and improper business practices and take appropriate action against current or former employees who violate these regulations.

Employees shall always comply with the company and/or the ZADK Culinary Arts academy Corporate Governance, Policy, and Regulations and the Saudi laws. All employees of the company are to discharge their duties and responsibilities in a manner consistent with these policies and consistent with all applicable laws.

## 15 Contact Information

### a. The Compliance Committee contact information

- i. The Compliance Committee contact information
- ii. Legal Department: 920006474- 114
- iii. HR Department: 920006474-115
- iv. Internal Audit Department: 92006474-212