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Supplier Registration and Qualification Instructions

Please fill, complete and attach a signed and sealed copy of this Supplier Registration Form, along with special policies and requirements, in addition to submitting the following necessary (valid) requirements and documents:

1. Facility profile and background on the activities and accomplishments, along with prequalification and CVs of department managers, with a detailed statement of the company's structure
2. Valid license from Saudi Arabian General Investment Authority (SAGIA) (for foreign facilities located in the Saudi market)
3. Valid commercial registry/ trade license (facilities located outside the Kingdom must certify the same from the Saudi embassy in the same country)
4. Valid Chamber of Commerce and Industry membership (for local suppliers only)
5. Valid General Organization for Social Insurance (GOSI) certificate (for local suppliers only)
6. Valid Zakat Certificate (for local suppliers only)
7. Saudization certificate (for local suppliers only)
8. Statement of non-conflict of interests and valid statutory position (mandatory for real estate developers in the attached form), with details attached to any legal issues in which the applicant is a party.
9. Valid certificate for practicing the profession (for any activities and professions that require issuing a license)
10. Letter issued by a bank, certified by IBAN.
11. Audited financial statements for the last 3 financial years (mandatory for companies)
12. Partnership contract. (mandatory for companies)
13. Company's Memorandum of Association (MOA) and amended annexes (mandatory for companies)
14. Articles of Association (AOA) (for joint stock companies).
15. Credit report (for real estate developers)
16. Certificate of developers' qualification from the off-plan sales committee (WAFI). (mandatory for real estate developers)
17. Bank statement for the last 3 years. (for organizations only)
18. Valid contractor classification certificate.
19. Valid Value Added Tax (VAT) certificate.
20. Authorization for the authorized signatory from Chamber of Commerce and Industry (for facilities outside KSA, a letter certified from the Saudi embassy is presented for the authorized signatory).
21. A copy of the owner(s) ID

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Notes:

- The documents required above are mandatory and not subject to exception, unless they are supported by good reasons, and their assessment is subject to the management of National Housing Company (NHC).
- The documents must be written in electronic, not handwritten form.
- The documents and means of communication must be updated periodically and continuously.
- The terms, conditions and disclosure form must be signed and stamped.
- All documents sent must be in high quality and in PDF format.

• **Terms and Conditions**


Rules for registering suppliers in NHC, subsidiaries or affiliates:

1. In all matters relating to pricing, payment, commercial terms, supply terms and everything related to financial and commercial matters, supplier shall communicate with Procurement Department of NHC, subsidiaries or affiliates only.
2. Supplier shall not reply or respond to any request for quotations (RFQ) by employees who are not affiliated to Procurement Department of NHC, subsidiaries or affiliates.
3. As an exception to 1 and 2 referred to above, Supplier may communicate with non-employees of Procurement Department of NHC or its subsidiaries with a view to project implementation, delivery, and technical and logistical aspects exclusively.
4. If communicated by any party other than Procurement Department of NHC, subsidiaries or affiliates, Supplier shall notify Procurement Department immediately and report all details taking into account that any communication on financial or commercial matters with any party other than Procurement Department shall be considered non-binding to NHC and its subsidiaries.

Also, Code of Conduct provided by NHC, subsidiaries or affiliates to its employees and suppliers stipulates the performance of business with integrity, honesty and necessary ethical ideals. As part of our corporate governance framework and within the framework of our awareness of responsibilities towards all stakeholders as a joint stock company, we support working in accordance with the frameworks of governance and continuous improvement in this field.

The ethics and basic principles used in the Kingdom of Saudi Arabia should be adhered to by all employees and suppliers working with NHC, subsidiaries or affiliates. Employees and suppliers are expected to express their concerns about any ethical issues or violations of the Code of Conduct. This document helps to ensure fairness in our supplier selection processes, to protect NHC reputation and to be able to expand business base with our clients.


As an extension of the document, NHC, subsidiaries or affiliates shall maintain a series of detailed criteria that clarify our expectations regarding compliance with the provisions of such document. Suppliers should adhere to the highest standards of ethical behavior when dealing with workers, suppliers, customers, and related entities. NHC, subsidiaries or affiliates shall evaluate the suppliers' work based on their performance and works, which is based on the supplier's ability to provide

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quality, performance, and cost of goods and services as well. Supplier shall not also engage in any suspicion of corruption, extortion, embezzlement, offering any bribes, commissions, or any other means to obtain an undeserved or improper advantage or privilege directly or indirectly. In the event of any suspicion previously mentioned, an immediate termination shall be activated against the supplier as supplier for resource for NHC, subsidiaries or affiliates and statutory measures will be taken against it.

In the event that any employee of NHC, subsidiaries or affiliates ask for any bribe, gift, or service fee from a supplier, this must be reported immediately to NHC, subsidiaries or affiliates or to NHC internal audit department. Our employees are also prohibited from seeking gifts, or requesting entertainment or seeking an interest from our customers and suppliers. Except for symbolic gifts only, which value does not exceed SAR 100. This shall not create or seem to create an obligation, in order not to fall into a conflict of interest when the employees of NHC, subsidiaries or affiliates or family interests of the supplier interfere through the authorities delegated to any of them in a manner inconsistent with taking a proper decision regarding work in the course of interest of NHC, subsidiaries or affiliates. Therefore, both employees and suppliers should avoid any activity that might interfere or seem to interfere or contradict with the proper performance of their duties. The parties, NHC, subsidiaries or affiliates and supplier, should follow transparency and disclosure policy so that they can work together to ensure a fair selection of both supplier and management. Suppliers should also disclose information related to their commercial activities, structuring and financial position, in accordance with applicable laws and regulations, in addition to the prevailing industrial and commercial practices. Suppliers should adhere to fair labor standards in advertising, sales, and competition.

As for protection of whistleblowers/ informants and anonymous complaints, supplier management should establish programs to ensure the protection of confidentiality of suppliers and workers and prohibit arbitrary actions from workers who participate in such programs in good faith or reject an order that violates Code of Conduct Guidelines of NHC, subsidiaries or affiliates. Supplier management should also provide an anonymous complaint mechanism for workers to report grievances in workplace in accordance with local laws and regulations. In order to protect the assets of NHC, subsidiaries or affiliates, intellectual property and confidential information, suppliers should respect intellectual property rights and protect company and customer information, including but not limited to: trade secrets, confidential information, and other intellectual property rights such as trademarks, designs, patents, copyrights, and undisclosed information. As for misrepresenting and using the name of NHC, subsidiaries or affiliates, suppliers should not represent themselves as acting on behalf of NHC, subsidiaries or affiliates unless they are authorized to do so in writing by an express notice signed by the authorized person in the company. Also, suppliers should not provide donations, gifts, or the like on behalf of NHC, subsidiaries or affiliates. In addition to that, suppliers should not use trademarks, logos, property or trade name and any other intellectual property rights without written permission to advertise their products, goods, or services. Suppliers are not allowed to disclose NHC, subsidiaries or affiliates as a customer or disclose information about any relationships with NHC directly, by name or by reference, only after obtaining written permission from NHC. For reasons of maintaining records and correspondences, it is necessary and important that NHC, subsidiaries or affiliates and suppliers maintain accurate commercial records during their contractual relationship. The contractual and legal requirements also require that these records be kept according to the regulations in force after the termination of such relationship. Also, NHC, subsidiaries or affiliates will take the necessary legal measures in the event that there is a suspicion to forging

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documents. Suppliers shall inform the internal audit department of NHC and its subsidiaries immediately of any attempt to falsify any information in the company records.

Suppliers shall report any problems that arise while NHC and its subsidiaries pledging that there will be no negative impact on any person or company in the event of reporting in good faith a possible issue or problem. In turn, NHC, subsidiaries or affiliates will fully investigate all allegations to find out the facts and the parties involved. Also, suppliers should abide by the applicable laws, regulations and resolutions to preserve workers' rights and treat them with dignity and respect in the manner prescribed by law. With regard to the health and safety, NHC, subsidiaries or affiliates realize that integrating good practices for health and safety management in all aspects of work is necessary to maintain high morale and produce innovative products. Suppliers are committed to creating safe working conditions and a healthy work environment for all of their workers. As for the work environment of NHC, subsidiaries or affiliates, environmental considerations are an integral part of our business practices. Suppliers must commit to reducing the environmental impact of their designs, manufacturing processes and wastes. The results and consequences of violations of Code of Conduct guidelines or expectations of NHC, subsidiaries or affiliates, as well as the right to take disciplinary measures such as: ending service of workers involved regardless of job or administrative title. As for the measures that will be taken against suppliers, if they are proven to be involved, they will include the termination of agreements with suppliers, prohibition of concluding future contracts with them, filing legal cases, and preventing the supplier's employees, including (workers), from accessing NHC, subsidiaries or affiliates and take all legal measures against them as well as claiming compensation. Suppliers shall adopt or establish a management system designed to ensure compliance with this document, applicable laws and regulations, define and mitigate related operational risks and facilitate continuous improvement.


Terms and Conditions:

1. Interpretation:

- a. In this agreement the following words and phrases shall have the meanings shown below:
- ✓ Agreement: these terms and conditions, purchase orders, relevant award letters (including any schedules).
 - ✓ We or ours: refers to NHC, subsidiaries or affiliates that send purchase orders and award letters.
 - ✓ You, yours or interested parties: refers to other party(ies) that execute this agreement.
 - ✓ Services: services provided in purchase orders and award letters.

2. Introduction:

- a. Terms: These terms apply to the services agreed upon with you according to the attached RFP. If any of these terms is found inconsistent with purchase orders or award letters, these terms shall take precedence, unless purchase orders or award letters modify any of them or if a separate agreement is signed.
- b. Commencement: This agreement will commence from the date of any dealings that will follow and continue with the provision of any services by the supplier.

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3. Services:


- a. Relevant parties should implement the services outlined in purchase orders or award letters and consider appropriate and applicable professional standards. They shall confirm that the scope of work is sufficient to provide the required services to us and for the purpose indicated in the purchase orders/ award letters.
- b. The services (including outputs) are provided only to NHC or its subsidiaries in order to implement the purposes described in purchase orders/ award letters or related outputs.
- c. Agreeing to indemnify NHC, subsidiaries or affiliates for any liability (including legal costs) incurred in connection with any claim by any other person in connection with the services or any intellectual property rights that result from that.
- d. Changes: NHC, subsidiaries or affiliates (or concerned parties) may request to change the services or this agreement. The change will not be effective unless agreed in writing.
- e. The concerned parties should take all necessary tests to ensure the safety and quality of services performed in accordance with the instructions of NHC, subsidiaries or affiliates without adding any costs higher than the agreed upon value.

4. Costs:

- a. Cost Basis - Service costs will be calculated on the basis indicated in purchase orders or award letters. Costs include all expenses and taxes due on goods and services. NHC or its subsidiaries are also entitled to deduct any amount in accordance with the terms and conditions of this agreement, other terms or according to the laws, regulations and resolutions applied in the Kingdom of Saudi Arabia. All invoices will be payable in Saudi riyals and will be paid accordingly.
- b. Any payment due to this agreement will be paid within thirty (30) days from the date of maturity after submitting the required evidence by the parties concerned.
- c. NHC, subsidiaries or affiliates may suspend all payments due if the concerned parties have not provided or delayed providing the required records or submitted invalid or forged certificates.

5. Confidentiality of information:

- a. Both NHC, subsidiaries or affiliates and concerned parties agree to use confidential information only in relation to the services, and not to disclose them, except in the following cases:
 1. required by law or any court of competent jurisdiction or regulation.
 2. this information be made available or made publicly available.
 3. If it is received by a third party which does not owe any duty to the confidentiality of such information.

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6. Intellectual Property Rights:

- a. Any pre-existing intellectual property rights will remain the property of their owner or subsidiaries.
- b. All completed or incomplete intellectual rights that the concerned parties have prepared for the implementation of this agreement remain within the ownership of NHC, subsidiaries or affiliates. All copies of data must be returned by the concerned parties to NHC, subsidiaries or affiliates upon termination or completion of any works under this agreement or at the request of NHC, subsidiaries or affiliates at any time.
- c. The concerned parties undertake that all the intellectual rights provided to NHC and its subsidiaries shall not violate the intellectual or other rights of any third party. The concerned parties undertake to compensate NHC, subsidiaries or affiliates for any legal costs, compensation or fees incurred by NHC, subsidiaries or affiliates in relation to any violation of intellectual property rights or resulting from any legal settlement. Therefore, the concerned parties should defend NHC, subsidiaries or affiliates against claims of rights, including any costs resulting from those rights, including but not limited to legal costs.

7. Termination of Contract:

- a. NHC or its affiliates have the right to terminate this agreement at any time by means of a written notice to the interested parties. In such a case, NHC, subsidiaries or affiliates shall pay all dues related to the concerned party(ies) for the work that was done by the concerned party(ies) and was accepted by NHC, subsidiaries or affiliates correctly.
- b. NHC or its subsidiaries are entitled to terminate this agreement immediately by a written notice to the other party if:
 1. The other party has breached these terms or purchase orders/ award letters.
 2. If its performance was in violation of a statute.
 3. In the event of any delay in the performance of the service.
- c. NHC has the right at any time without any reason to terminate this agreement in whole or in part, by submitting a written notice to Second Party specifying a part or parts of works to be completed and the actual date of termination of service provided that the services that have been executed for Second Party be paid at the time of termination.
- d. The concerned parties shall not waive or transfer their obligations contained in this agreement to third parties without any prior written approval of NHC, subsidiaries or affiliates.
- e. Keeping the validity of the implementation of any article supposed to be applied after expiry of this agreement will be made including but not limited to Articles 5, 6 and 7.

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8. General Provisions:

- a. In the event of force majeure, neither party will be liable to the other if it fails to fulfill its obligations due to issues beyond its reasonable control.
- b. Suppliers may not attract employees of NHC, subsidiaries or affiliates without obtaining prior approval.
- c. This shall constitute the agreement between two parties with regard to services. This agreement supersedes any previous agreements, statements or discussions. With regard to Article 7, neither party is responsible before the other party (whether due to negligence or otherwise) for obtaining representation not found in this agreement.
- d. An act or omission of one of the parties to implement the provisions of this agreement is not considered an amendment or a waiver of the unimplemented provisions of the agreement. Any claim may be submitted to implement this obligation.
- e. This agreement is subject to the applicable laws, regulations and resolutions in the Kingdom of Saudi Arabia, which is the law applicable to any dispute that may arise regarding this agreement.

Declaration:

I/We, the undersigned, hereby declare that the information in the above terms and conditions and the contents of the attached documents are true and correct. I/We hereby confirm that we are responsible for maintaining the information provided to NHC, subsidiaries or affiliates up-to-date. I/We declare and understand that the information and documents provided are for the purposes of registering with the Procurement Department of NHC, subsidiaries or affiliates.

Facility name: Click or tap here to enter text.


Authorized Signatory name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Signature:

Date: Click or tap here to enter text.

Seal:

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Disclosure Form

Does the company/ facility have a relationship with one of the members of Board of Directors of NHC, subsidiaries or affiliates, their employees or Ministry of Housing?

Yes There is no relationship with any of them

If yes, please specify the type of relationship and the name of the related party.

Click or tap here to enter text.

Does the company/ facility is owned by one of the members of Board of Directors of NHC, subsidiaries or affiliates, their employees or relatives?

Yes No

If yes, please specify the name of the related party

Click or tap here to enter text.

Does any director of NHC, subsidiaries or affiliates, their employees or relatives is a director or manager at NHC BOD?

Yes No

If yes, please specify the name of the related party

Click or tap here to enter text.

Related parties:

- a. Owner of capital is NHC (Ministry of Housing)
- b. Directors of NHC or any company of its group and their relatives.
- c. Senior executives of NHC or any of its group and their relatives.
- d. Directors and senior executives of the owner of capital.
- e. Facilities, other than companies, owned by a Director, a senior executive, or their relatives.
- f. Companies in which any director, senior executive or their relatives is a partner.
- g. Companies in which any director, senior executive or their relatives is a director or senior executive therein.
- h. Joint-stock companies in which any director, senior executive or their relatives owns (5%) or more.

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Relatives or kinship:

This include fathers, mothers, grandfathers, grandmothers, children and their children, brothers, sisters, or brothers and sisters from a father or a mother only, and their children as well as husbands and wives.

We confirm that we have read and agreed to comply with the guidelines above.

Declaration:

I/We, the undersigned, hereby declare that the information in the above disclosure form and the contents of the attached documents are true and correct. I/We hereby confirm that we are responsible for maintaining the information provided to NHC, subsidiaries or affiliates up-to-date. I/We declare and understand that the information and documents provided are for the purposes of registering with the Procurement Department of NHC, subsidiaries or affiliates.

Facility name: Click or tap here to enter text.

Authorized Signatory name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Signature:

Date: Click or tap here to enter text.

Seal: