

Client Code of Conduct

1. Background: This Client Code of Conduct (hereinafter referred to as “Policy”) sets out the minimum ethical expectations that we, Jodoa Properties L.L.C (hereinafter referred to as “Jodoa”) require from all of the current and potential clients that are seeking to engage in a contractual relationship with Jodoa (hereinafter referred to as “Clients”).

Jodoa requires that the Clients comply with these principles and ensure that all of their employees, agents, and subcontractors do the same.

2. Definitions:

- **Books and Records:** Includes accounts, invoices, correspondence, papers, and other documents that record and reflect business, transactions, and other activities in written or in any other form (including electronic).
- **Bribery (Bribe):** Any gift, payment, offer, promise to pay, or authorization for anything of value provided, directly or indirectly, to or for the use or benefit of any person for the purpose of influencing any act, failure to act, decision, or omission in order to improperly obtain, retain, or direct business to or to secure any improper benefit or advantage. Examples of bribes include kickbacks, influence payments and Facilitation Payments.
- **Corruption:** An act done with an intent to give some improper advantage inconsistent with official duty and the rights of others; misuse of authority to secure some benefit either personally or for someone else contrary to duty and to the rights of others.
- **Facilitation Payment:** Unofficial payment to a Public Official to expedite a routine function, which they are otherwise obligated to perform (e.g., visa processing, licenses, inspections etc.). A Facilitation Payment is a form of Bribe.
- **Fraud:** Any deliberate act or attempt involving deception or dishonesty, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, with the intention to cause losses (financial or otherwise) to Jodoa or the Clients.

- Gift: Anything of value, including, but not limited to, “courtesy gifts”, payments (in the form of cash, checks, vouchers, gift cards, bank transfers, rebates, or discounts not available to the general public), jewelry, food or beverage, flowers, travel (outside of Sponsored Travel) and/or employment.
- Intellectual Property: All (a) copyrights, patents, database rights, trade and business names, know-how, trade secrets, domain names and rights in trademarks and designs (whether registered or unregistered), (b) applications for registration, and rights to apply for registration, of any of the foregoing rights, and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- Money Laundering: The process criminals use to legitimize proceeds obtained from illegal activity. Money is “laundered” by passing it through lawful businesses or activities whilst the nature of the illegal financial transaction and the source, origin, and/or owner of the funds is hidden.
- Public International Organization: A multinational institution made up of countries, governments, or other institutions that carries on any governmental or quasi-governmental activity(ies) or function(s) such as the United Nations, the European Union or the World Bank.
- Public Official: Includes any of the following:
 - (A) Official, employee, or person acting for or on behalf of any Government Entity or Public International Organization
 - (B) Political party official or candidate for political office or any politically exposed person (PEP)
 - (C) Person who holds a legislative, administrative, or judicial position of any kind, whether elected or appointed, in a country or territory (or subdivision of a country or territory) or Public International Organization; or
 - (D) Person who otherwise exercises a public function for or on behalf of a country or territory (or subdivision of a country or territory) or for any public agency or public enterprise of a country or territory (or subdivision of a country or territory) or Public International Organization.
- Terrorist Financing: Any of the acts mentioned in Articles (30 ,29) of Federal Law no. (7) of 2014

3. Purpose: This Policy aims to define the main rules and standards necessary for the implementation of Jodoa Client Code of Conduct in a manner that will:

- (A) Observe the highest ethical standards in all its procurement activities.
- (B) Help create a culture of honesty, transparency, and accountability.
- (C) Ensure compliance to the laws, regulations, and contractual obligations.

4. Scope: This Policy applies to all of Jodoa's Clients. By conducting business with Jodoa, Clients are expected to have read the terms of this Policy and agreed to abide by them. Not adhering to the terms set out in this Policy will have a negative impact on the Client's relationship with Jodoa.

5. Compliance with Laws, Code and Regulations: Jodoa is committed to the applicable laws, regulations, and standards in the conduct of its business in the countries where it operates. Jodoa expects that its Clients shall comply with all applicable laws, codes and regulations as set forth in the documents relevant to contracting or regulating the relations with Jodoa, including the standards set forth in this Policy.

6. Human Rights: Clients are expected to support and abide by the principles of international human rights standards.

7. Hiring and Employment Practices: Clients' hiring practices must include verification of workers' legal right to work in the country and ensure that all mandatory documents, such as work permits, are available. Clients must regulate their relations with their employees in adherence with the country's applicable labor laws.

8. Diversity and No Discrimination: Jodoa believes in bringing together people of different race, gender, ethnicity, education, skill set, and experience, in order to enable ideas and innovations to flourish. Jodoa expects its Clients to fight all forms of discrimination and to ensure that their employees are treated with fairness, dignity and respect. The Clients shall promote equal opportunities for all employees.



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9. Anti Harassment: Jodoa is committed to cultivating a work environment free from harassment, which includes discrimination, victimization, and bullying, and in which the dignity of the employees is of the utmost importance. As such, all Clients must treat all employees fairly, with respect and dignity, and ensure that any and all employees do not suffer from any form of harassment.

10. Conflict of Interest: Jodoa expects the Clients to exercise reasonable care and diligence in order to prevent a situation that could result in a conflict of interest, the appearance of a conflict, or compromise objective decision making. Clients shall not enter into a financial or any other relationship with a Jodoa employee that creates any actual, potential or perceived conflict of interest for Jodoa. Clients shall cooperate with Jodoa in investigating any case of conflict of interest.

11. Declaration of Interest: Clients shall guarantee accuracy and validity of all furnished information pertaining to the declaration of interests in accordance with clause 10 above. Clients shall promptly declare to Jodoa any current and/or potential incidents, circumstances, changes in legal status, changes in control, relationships that may have any effect to the declaration whether direct or indirect.

12. Anti- Money Laundering and Counter-Terrorist Financing: Clients must not engage in and/or facilitate Money Laundering and/or Terrorist Financing whether directly or indirectly. When conducting business with or for Jodoa, Clients must be vigilant and report any irregular payments, suspicious transactions, or suspected Money Laundering to us for information and to the relevant authorities

13. Fraud, Anti-Counterfeit and Transparency: Jodoa is committed to promoting honesty and integrity. All Clients are expected to promote the same values and ensure their adherence to the relevant laws, regulations, procedures, practices and this Policy. It is important that both Jodoa and its Clients retain accurate business records during the course of their relationship. Contractual and legal obligations also require the retention of such records for a period beyond the termination of the contract or agreement.

14. Fair Competition Laws: Clients shall conduct their businesses in line with fair competition and in accordance with all applicable laws including Competition Laws and its Implementing Regulations. Clients must not engage in collusive bidding, price discrimination or any other unfair trade practices. Jodoa believes that the highest standards of fair business and competition are to be upheld.

15. Bribery, Gifts and Gratuities: Bribes, kickbacks, and similar payments for the purpose of obtaining or retaining business related in any way to Jodoa are strictly prohibited. Clients must comply with all applicable Bribery and Corruption laws, regulations, and standards, and ensure that all business dealings for and on behalf of Jodoa are conducted in accordance with those laws, regulations and standards. Clients must refrain from offering money, gifts of nominal value, special hospitality treatment or any other financial benefits that may influence decision making. Clients are also expected to have and maintain comprehensive policies to manage Bribery and Corruption risks effectively in their business.

17. Audits and Assessments: Unless prohibited by law, Clients must notify Jodoa of any investigation, audit, assessment or irregular request that relates to Jodoa.

18. Confidential Information: Clients are expected to comply with all applicable data protection, privacy, and security laws and regulations. Clients must protect all Jodoa information, electronic data, and intellectual property with appropriate safeguards as they would their own confidential information. Clients may receive Jodoa's confidential information only as authorized by a signed Confidentiality or Non-Disclosure Agreement and must comply with their obligations to not disclose the confidential information. Jodoa considers any breach of confidentiality and unauthorized disclosure or use of proprietary or confidential information as a very serious matter and reserves the right to resort to legal recourse.

19. Intellectual Property: Clients must not register any intellectual property of Jodoa in their own name. Nor should the Clients use Jodoa trademarks, logos, property, or any other intellectual property rights without written permission. The Clients also shall not use Jodoa's name to advertise their products, goods or services without the express permission of Jodoa.

20. Relationships and Communications: Jodoa policies require that all transactions be conducted fairly, honestly and with integrity, according to the highest ethical standards and in accordance with all applicable laws and regulations. Abuse or violation of these respective policies, laws and regulations are considered an act of dishonesty and Jodoa reserves its rights to take legal action. Clients shall not solicit, encourage, or attempt to utilize current or former Jodoa employee(s) in any manner which might cause them to disclose or provide any confidential, proprietary, trade secret/s or other restricted information obtained while employed by Jodoa to influence Jodoa existing or proposed or potential commercial transactions for the purpose of gaining a commercial advantage.

21. Monitoring and Compliance: Clients are also responsible for ensuring that their agents and employees working with Jodoa adhere to the standards and requirements of this Policy. Jodoa expects its Clients to exercise independent professional judgment and to deter wrongdoing in the conduct of all duties and responsibilities on behalf of Jodoa.

22. Non-Compliance: Any non-compliance may be considered to be a material breach of this Policy. Jodoa reserves the right to terminate the business relationship with any Client in the following circumstances:

- (A) Such non-compliance has or may have a material adverse impact on Jodoa's business operations or reputation.
- (B) The Client has breached this Policy more than once and has failed to take appropriate steps to ensure compliance with the Policy.
- (C) The Client has undertaken illegal activity or has failed to comply with applicable laws and regulations.
- (D) An agent or representative or subcontractor has committed a breach of this Policy and the Client has not taken steps to remove such Third Party.

Jodoa reserves its right to instigate legal action for non compliance and/or breach of this policy



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23. Data Protection and GDPR Compliance: Clients who process personal data on behalf of Jodoa or receive personal data from Jodoa must comply with all applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") where relevant. This includes, but is not limited to:

- Ensuring lawful, fair, and transparent processing of personal data.
- Implementing appropriate technical and organizational measures to safeguard data. Assisting Jodoa in fulfilling its obligations under GDPR, including data subject rights and breach notifications.
- Notifying Jodoa of any data breaches or incidents involving personal data without undue delay.
- Ensuring that any subcontractors or third parties engaged in data processing also comply with GDPR requirements.

Failure to comply with data protection obligations may be considered a material breach of this Policy.



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