

Supplier Code of Conduct



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1. Definitions

Term	Definition
ADQ	means Abu Dhabi Developmental Holding Company P.J.S.C. and entities where the company has more than 50% ownership or has management control.
Confidential Information	means any type of information that a party chooses not to make public, is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information, includes, however is not limited to, business secrets, business plans, databases, intellectual property, information regarding mergers and acquisitions, proprietary data, process details, personal data, financial information, management changes, technical specifications, pricing proposals, technology, agreements or other business information.
Supplier(s)	refers to any party who works for or engages with, or on behalf of EWEC, including but not limited to, suppliers, service providers, consultants, contractors, customers and partners.
Supplier Employee(s)	shall include any person who is employed by, for or on behalf of the Supplier to work for the Supplier, whether such person is permanent or temporary, full-time or part-time. For the purposes of this Supplier Code, Supplier Employees shall include, however not be limited to, Board of Directors, Directors, executives, senior managers, supervisors, employees, interns, trainees, contract staff, agency staff and seconded personnel.
Supplier Contractors	refers to any third party who works, engages with or provides services to the Supplier or on behalf of the Supplier, and is involved in the provision of services to EWEC, including but not limited to consultants, contractors, sub-contractors, suppliers and agents.
EWEC or we (and derivatives)	means Emirates Water and Electricity Company, a part of ADQ.
EWEC Employee(s)	shall include any person who is employed by, for or on behalf of EWEC to work for EWEC, whether such person is permanent or temporary, full-time or part-time. For the purposes of this Supplier Code, EWEC Employees shall include, however not be limited to, Board of Directors, Directors, executives, senior managers, supervisors, employees, interns, trainees, contract staff, agency staff and seconded personnel.
Supplier Code	means this Supplier Code of Conduct.
Regulation & Compliance Department	refers to the Regulation and Compliance section within the Legal and Regulatory division of EWEC.
Third Party(ies)	means any third party entity, including their employees and sub-contractors, who works for, with or on behalf of EWEC. Third Parties may include, however are not limited to, suppliers, consultants, contractors or partners.

2. Introduction

In this Supplier Code of Conduct, Emirates Water & Electricity Company sets out the minimum standards of ethical conduct and professional behavior expected from all third parties working for, with or on behalf of EWEC.

EWEC business practices are designed to conduct business transactions without compromising ethics, integrity and professionalism. Accordingly, our Suppliers should have in place relevant processes, practices and requirements to ensure:

- Compliance with the commitments and principles set out in this Supplier Code.
- Compliance with all applicable laws, regulations, standards, policies and procedures.
- Fair and transparent procurement processes.
- A fair, respectful and harassment-free workplace.
- There are no conflicts of interest with EWEC.

This Supplier Code applies to all Suppliers of EWEC. Suppliers must comply with the Supplier Code throughout the entire period of their relationship with EWEC, regardless of local business practices and social customs.

Suppliers must distribute this Supplier Code to all Supplier Employees and Supplier Contractors who work or engage with or provide services to EWEC. Suppliers are required to ensure that all such Supplier Employees and Supplier Contractors read, understand and adhere to the requirements of this Supplier Code and act ethically and with integrity. Suppliers must provide sufficient training to Supplier Employees and Supplier Contractors and conduct sufficient monitoring of their activities to ensure compliance to this Supplier Code.

This Supplier Code does not dilute or waive any legal, contractual or other obligations of Suppliers. In the event of any conflict between the terms of an agreement with EWEC and this Supplier Code this should be notified to EWEC and the agreement shall prevail.

3. Business Conduct & Integrity

1. Legal and Ethical Conduct

EWEC has a zero-tolerance policy towards Suppliers who engage in any form of unlawful practices and activities. Suppliers must ensure compliance with all applicable laws, regulations, compliance standards, policies and procedures at all times throughout the entire period of their relationship with EWEC.

We expect our Suppliers and Supplier Employees and Supplier Contractors to always act with integrity in their dealings or interactions with colleagues, customers, partners, third parties, regulators and other stakeholders, and report any improper, unethical or illegal behaviours.

2. Labour and Human Rights

EWEC supports and respects the protection of human rights, fair employment opportunities, fair remuneration. Suppliers should maintain a respectful and collaborative work environment, where any form of disrespect, discrimination, harassment, violence or intimidation is not tolerated.

Suppliers are expected to comply with all applicable employment and labour laws and regulations, including UAE laws and International Labour Organization (ILO) conventions. Suppliers must prohibit discrimination, human trafficking, and forced compulsory, trafficked and underage labour at their workplaces and at their third-party workplaces. Supplier Employees with disabilities should be provided with reasonable facilities to perform their job function.

3. Conflict of Interest

Suppliers have a duty to avoid, to the extent possible, activities that could create an actual, potential or perceived conflict of interest. Suppliers must disclose any

conflicts of interest to ensure that the business relationship is impartial and will not result in an incompatibility with the duties of the people involved.

Suppliers must declare if any EWEC employee has an ownership or financial interest in the Supplier's entity or business during the period of their business relationship with EWEC.

Suppliers must also disclose if any EWEC employee is employed or under offer of employment with them throughout the procurement process and throughout the contract validity period.

4. Interactions with Governments, Regulators and Auditors

Being a regulated entity, EWEC expects its Suppliers to conduct all interactions and business with government, regulators and public officials in a transparent manner and in line with legal requirements.

In case of regulatory investigations, inquiries or audits involving EWEC, Suppliers should immediately inform EWEC, unless prohibited by law, and should only address any requests and provide relevant information and documentation to the extent it is required by applicable laws and regulations.

5. Quality of Services

Suppliers must undertake all services professionally and in accordance with agreed standards, methods, and agreements. Suppliers are encouraged to adapt or establish a management system (MS) whose scope is related to the content of this Supplier Code (such as ISO 9001 Quality MS, ISO 45001 Health & Safety MS, and ISO 14001 Environmental MS) and adapted to the Supplier's size and complexity of operations to facilitate continuous improvement.

4. Combating Corruption & Financial Crime

1. Anti-Bribery, Anti-Corruption and Anti-Fraud

EWEC has a zero-tolerance policy to bribery, corruption and fraud in any form. Suppliers must comply with all applicable local and international anti-bribery and anti-corruption legislation and conduct their business transparently.

Suppliers must never engage in any corrupt practices or make or offer bribes, kickbacks, inducements or improper payments of money or other things of value, directly or indirectly, to EWEC employees or third parties for the purpose of obtaining or retaining business with EWEC. Never engage in fraudulent practices such as funds misappropriation, embezzlement or forgery.

Suppliers are required to ensure Supplier Employees and Supplier Contractors are not involved in unlawful manipulation of procurement processes to acquire contracts. Suppliers must conduct appropriate due diligence to ensure that they engages with reputable and ethical third parties.

Suppliers must demonstrate a culture that opposes and inhibit corruption.

2. Gifts, Hospitality & Entertainment (GHE)

A GHE can include anything of value which is given to or received from a third party in the context of a business relationship or interaction. GHE may help to foster healthy business relations, however, in some cases GHE could be associated with actual or perceived corrupt intent.

Hence, Suppliers shall refrain from offering inappropriate GHE, special hospitality treatment or any other form of financial benefit that exceeds AED 370 in value to EWEC employees or any related third party that may influence any contractual or business decision, both current and planned.

3. Other financial crimes

Our Suppliers should not engage in any other financial crime activities and should conduct business with reputable partners using funds from legitimate sources. Suppliers need to be committed to compliance with laws and regulations relating, but not limited to anti-money laundering, counter-terrorism financing and insider trading.

5. Fair Procurement Practices

We strive to select our suppliers on the basis of fair and transparent procurement processes. EWEC reserves the right not to engage with or terminate a relationship with any Supplier, if EWEC suspects that the Supplier is (or is likely to be) in breach of applicable laws, regulations, policies or procedures.

1. Competition and Transparency

EWEC procurement practices and processes are designed to promote competition and promote growth of new and existing supply base. Suppliers must not engage in anti-competition activities. Suppliers with dominant position in the market or a sector should not perform actions that limit or prevent competition.

2. Contracts and Purchase Orders

Suppliers must only supply products and services against a valid and fully approved contract or purchase order. Suppliers must not accept purchase orders for supply of products & services verbally. Suppliers must only supply products & services up to the value of the contract or purchase order. All requirements for additional quantities must be based on

a valid and fully approved variation order or purchase order. Non-compliance to these terms may lead to non-payment for the products or services supplied.

3. Sanctions & Export Control

EWEC requires its Suppliers to comply with all laws and regulations in relation to sanctions and international trade controls. Suppliers shall disclose whether they do business in sanctioned countries including any affiliate or branch office located, registered or headquartered in a sanctioned country.

Suppliers are required to disclose their ultimate beneficial owners (parties collectively owning majority stake) where requested by EWEC.

4. Sub-Contractors

Suppliers are required to disclose their sub-contractors involved in the supply of the products and services. Suppliers are required to communicate this Supplier Code with their sub-contractors and ensure compliance by their sub-contractors involved in the supply of products and services to EWEC.

6. Protecting Our Assets

1. Health, Safety & Environment (HSE) Responsibility

EWEC is committed to meet and exceed the relevant laws and regulations related to health and safety and protecting the environment.

Suppliers must ensure a safe working environment and must adhere to all relevant policies and procedures applied to the relevant site of operation or delivery. International best practices and related UAE laws must be applied where there is absence of local laws at Supplier or their sub-contractors locations.

Suppliers will be responsible to monitor compliance to applicable HSE regulations and provide adequate HSE training to Supplier Employees and Supplier Contractors who provide services to EWEC.

Suppliers must undertake regular HSE assessment to ensure adequate control measure are implemented as part of the delivery of products and services to EWEC.

2 Confidentiality, Data Protection & Data Privacy

EWEC has a duty of care for them when to hold, control, manage and supervise its data assets, to maximize the efficiency of their use to the benefit of EWEC and its stakeholders. During the course engagement with EWEC, Supplier may have access to Confidential Information and/or personal data of individuals.

EWEC expects all its Suppliers to comply with applicable data protection and data privacy laws and take proper measures to keep confidential and safeguard Confidential Information and data related to EWEC. **Where in doubt, assume all information received or accessed is confidential and protected.**

Personal data must only be collected, processed, shared or used with relevant authorization and in compliance with relevant data protection and data privacy laws and regulation, such as UAE Data Privacy law and GDPR. Suppliers must only use personal data for the purposes intended and agreed. Do not transfer any personal data to other jurisdictions without obtaining guidance from EWEC, as appropriate. Maintain personal data only for as long as necessary and relevant to the purpose for which it is collected. Immediately report any loss, unauthorized use or unintended disclosure of Confidential Information or personal data to EWEC.

3. Intellectual Property

Suppliers are responsible to protect EWEC's intellectual property in their possession or to which they have access, as well as any intellectual property of third parties in use at EWEC. EWEC shall own and retain all rights, title and interest, in any intellectual property that Supplier create during the course of their work for, with or on behalf of EWEC.

4. EWEC Reputation & Brand

Communicating with external stakeholders plays an important role in protecting EWEC's reputation and brand value. Suppliers should refrain from speaking or doing anything that may harm the reputation of EWEC.

Any release, distribution or publication of EWEC information (confidential or otherwise) in any manner or form; or statements on behalf of EWEC; or consent to or engage in any public relations or representation activity; or referencing of Supplier's connection to EWEC shall require the prior written consent of EWEC (given at the discretion of and on the terms set by EWEC).

7. Record Keeping

Suppliers must maintain accurate records and supporting documents relating to their business relationship and activities with EWEC including adequate supporting documents of their relationship with their sub-contractors. Financial books and statements must be prepared in

accordance with the applicable laws, regulations and accounting requirements

Suppliers are also expected to promptly, completely, and accurately prepare applicable reports, timesheets, reimbursement requests, or bills.

8. Reporting Misconduct

EWEC encourages a “Speak Up” culture – where any person is free to report any violations or misconduct or raise any concerns or questions regarding the practical scope or application of any requirements.

We encourage our suppliers who believe that an EWEC employee, or anyone acting on behalf of EWEC, has engaged in illegal or otherwise improper conduct, to report the matter to us. Reporting may be made through either our internal or external Ombudsman.

We expect our Suppliers to Speak Up or report any concerns in good faith, and provide any evidence they may hold. Retaliation against persons reporting concerns is prohibited under any circumstances.

Suppliers are required to immediately report any matter or concern in relation to bribery, corruption, non-compliance, misconduct or any other matter that they

believe requires disclosure. Any such concerns can be reported through the below channels, as considered appropriate:

- to EWEC’s Regulation & Compliance Department via the confidential ethics line at ethics@ewec.ae.
- via EWEC’s confidential whistleblowing channel ‘Speak-up’ - online (at ewec.ethix360ae.com) or toll-free number 800 0320549.

Suppliers must reasonably cooperate with EWEC, when requested, in the event of any internal investigations or review into their compliance with this Supplier Code or any potential bribery or corruption issues relating to their supply of products or services to EWEC. Such cooperation may include furnishing relevant information, documents and Employees where appropriate. Complete confidentiality must be maintained in relation to any such requests or cooperation.

9. Compliance to Supplier Code

EWEC may during the onboarding process and thereafter periodically, require its Suppliers to attest (in the form required by EWEC) their continued compliance to the Supplier Code (as may be updated from time to time).

EWEC also reserves the right to carry out audits of suppliers and expect the supplier to cooperate in an open manner. Audits may also be conducted by an independent third party. The supplier shall participate in these audits and provide unhindered access to the supplier's facilities, records, and employees.

In cases where suppliers did not meet specific expectations of this Supplier Code that can be rectified, EWEC expects its suppliers to be willing to work systematically to improve their performance. When required, it may be followed by a dialogue with the suppliers to agree on realistic action plans.

If EWEC has reasonable reason to believe that a Supplier has violated the terms of this Supplier Code and failed to transparently disclose bribery, corruption or other issues, EWEC may terminate its business relationship with the Supplier. EWEC may, subject to applicable laws, restrict or suspend reimbursement of payments.

10. Supplier Acknowledgement

The EWEC Supplier Code of Conduct ("**Supplier Code**") sets out the business principles and minimum standards of ethical conduct and professional behavior required from all persons working for, with or on behalf of Emirates Water & Electricity Company ("**EWEC**").

By signing this Supplier Acknowledgement ("**Acknowledgement**"), the undersigned Supplier certifies and agrees to abide by the below terms during its business relationship with EWEC.

- 1.) Supplier has received and read the Supplier Code, and understands its obligations as set forth in the Supplier Code.
- 2.) Supplier shall abide by the Supplier Code in all dealings with, for, or on behalf of, EWEC and commits to conduct all business with EWEC (whether present or future) in accordance with the Supplier Code.
- 3.) Supplier is responsible to ensure that its employees, board of directors, directors, officers, agents and representatives are also made aware of and comply with the Supplier Code.
- 4.) Supplier is responsible to ensure its own suppliers, contractors and partners are aware of their commitments under the Supplier Code, and encourage them to follow the same principles.
- 5.) Supplier shall report all concerns, potential or actual violations, and other ethical irregularities directly to EWEC as they arise using the below reporting channels, as considered appropriate:
 - a.) to EWEC's Regulation & Compliance Department via the confidential ethics line at ethics@ewec.ae.
 - b.) via EWEC's confidential whistleblowing channel 'Speak-up' - online (at ewec.ethix360ae.com) or toll-free number 800 0320549.
- 6.) Supplier further acknowledges that EWEC may, in its sole discretion, revise the Supplier Code from time to time, and Supplier understands its responsibility to comply with the then current Supplier Code as communicated by EWEC or posted on the EWEC website. Supplier may be asked again to reconfirm its compliance with the Supplier Code periodically or when entering into a contract with EWEC.
- 7.) Supplier acknowledges that EWEC reserves the right not to engage with or terminate a relationship with the Supplier, if EWEC suspects that the Supplier is (or is likely to be) in breach of applicable laws and regulations.
- 8.) Supplier acknowledges that if EWEC has reasonable reason to believe that the Supplier has:
 - a.) failed to comply with or violated the policies, procedures or other requirements of the Supplier Code, or
 - b.) failed to transparently disclose bribery, corruption or other issues or breaches to EWEC,then EWEC may, in its sole discretion, constitute cause for termination of relationship with Supplier and/or any agreement by and between EWEC and the Supplier. EWEC may also, subject to applicable laws, restrict or suspend reimbursement of payments.
- 9.) Supplier understands that its agreement to comply with the Supplier Code does not obligate EWEC to conduct business or place any orders with the Supplier.

This Supplier Code shall form part of any agreement entered into between the Supplier and EWEC, regardless of whether it is expressly incorporated into the contract by reference or not.

The signatories hereby acknowledge that they are authorized senior representatives of the Supplier, and permitted to make these undertakings on behalf of the Supplier.

Supplier Name and Company Stamp:

Signature of Authorized Representative:

Name and Designation:

Date:

Policy Governance

Policy Administration and Access

The senior management of EWEC is responsible for the administration of the ethics and compliance program requirements, as well as ensuring adequate compliance resources to make it effective.

Procurement & General Services Department is the custodian of this Supplier Code and responsible for its appropriate implementation. Internal Audit department may undertake periodic audits and advise on any non-compliances identified.

This Supplier Code may be accessed via the EWEC Procurement & General Services portal or requested from the Procurement & General Services Department.

Review and Update

Procurement & General Services Department shall periodically evaluate the effectiveness of this Supplier Code, and revise/update it as required or deemed appropriate. Any significant updates/changes to the Supplier Code shall be submitted for endorsement and approval in line with the delegation of authority within EWEC. For any updates/changes that are minor or administrative in nature, the CFO shall have the authority to approve the same.

This Supplier Code, including any updates, should be consistent with the EWEC Code of Conduct. Any conflicts will require the review and approval of the Regulation & Compliance Department.

Training and Awareness

Procurement & General Services Department may conduct periodic training on the principles set out in this Supplier Code, which may include testing to ensure understanding. Certain high-risk areas of the business may receive relevant supplemental training, as determined by Regulation and Compliance Department.

Senior management and/or Procurement & General Services Department may periodically communicate and/or circulate reminders to appropriate persons regarding the principles set out in this Supplier Code.

Reporting and Queries

You may report any suspected or identified non-compliance or breach using any of the available reporting channels outlined in the EWEC Supplier Code of Conduct and whistleblowing policies/procedures, including to the Ethics & Compliance Officer directly or to the Regulation & Compliance Department (at ethics@ewec.ae)

For any questions, consultations or suggestions for improvements in regard to this Supplier Code and/or the ethics and compliance, you may direct the same to the Procurement Department (at Procurement@ewec.ae).