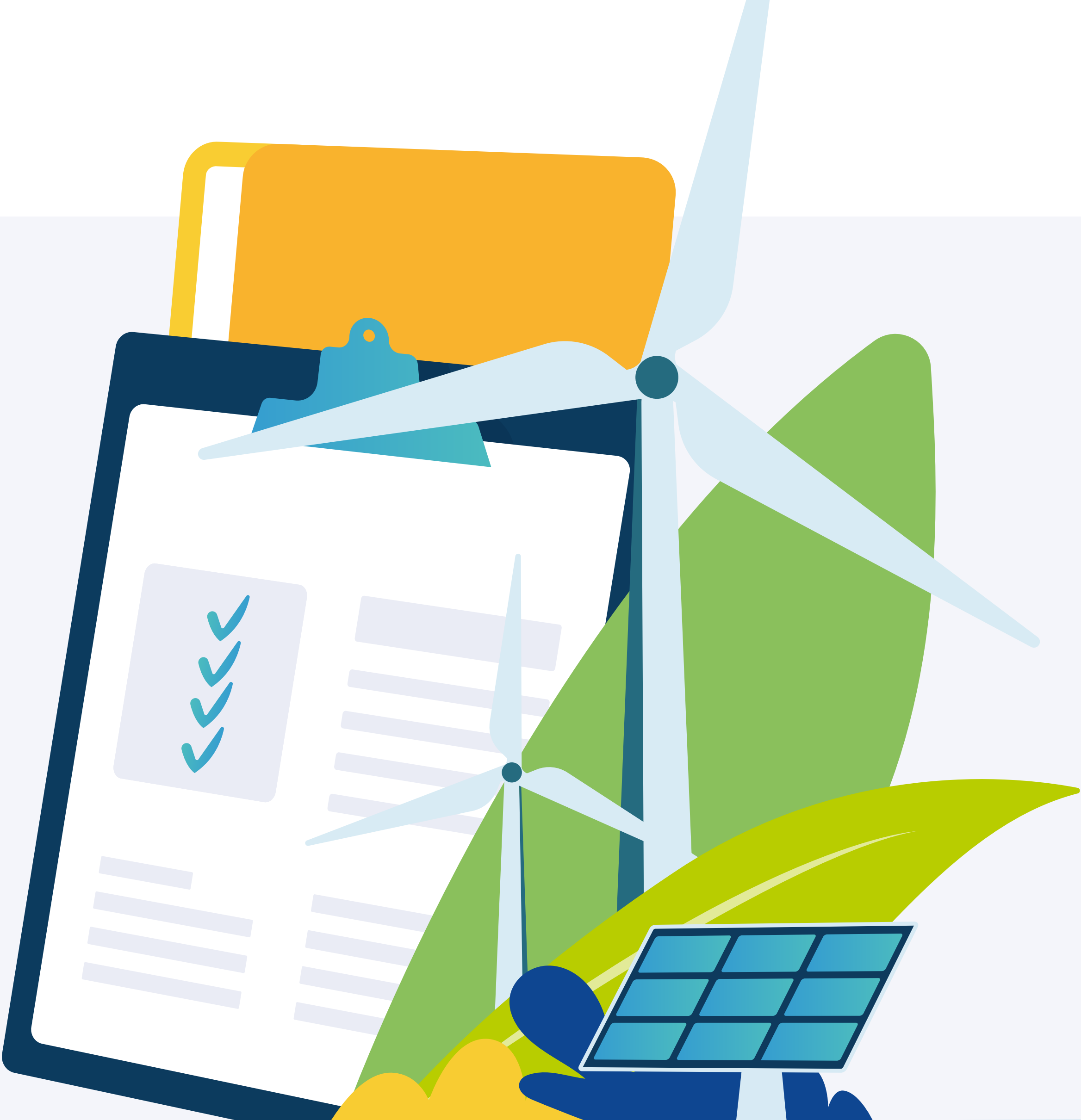




# BUSINESS PARTNER CODE OF CONDUCT



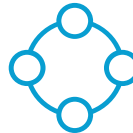
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# 1. About our Business Partner Code

As an international organization, we at **TAQA Group** strive to not only generate financial value for our shareholders, but also to serve our stakeholders in an ethical and responsible manner. We operate to the highest ethical standards and we expect our **Business Partners** to do the same, in addition to complying with all applicable laws and regulations.

This **Business Partner Code of Conduct (BP Code)** sets out the minimum ethical expectations that we require from our **Business Partners**. We require that our **Business Partners** comply with these principles and ensure that their sub-contractors do the same. Failure to adhere to these principles will affect future business decisions in relation to **Business Partner** suitability for the **TAQA Group**.

We may ask **Business Partners** to review their business practices and standards to ensure compliance with the **BP Code**. We may also require **Business Partners** to provide us with appropriate and reasonable access to certain information that will enable us to verify this.



# 2. Who does this Code apply to?

This **BP Code** applies to all our **Business Partners** and sub-contractors appointed by such **Business Partners** acting on their behalf in fulfilling any obligations to **TAQA Group**.

By doing business with **TAQA Group**, **Business Partners** are expected to have read and agreed to abide by this **BP Code**. Not following the standards set out in this **BP Code** will have a negative impact on a **Business Partner's** relationship with **TAQA Group**.



### 3. What we expect from our Business Partners

**We expect our Business Partners to:**

- (a) Ensure compliance with all applicable laws and regulations in the countries in which they operate or conduct business. Where this **BP Code** sets a conflicting or lower standard than relevant laws or regulations, **Business Partners** must comply with such laws and regulations rather than with this **BP Code**;
- (b) Comply with the highest ethical and operational standards to protect the reputation of **TAQA Group**. It is critical that our **Business Partners** are transparent about their operations so that **TAQA Group** can understand and therefore manage any supply chain risks; and
- (c) Effectively manage any agents, representatives, and sub-contractors appointed, and ensure full compliance with this **BP Code**.

Our **Business Partners** are expected to cooperate with the **Ethics & Compliance Office** in order to resolve any concern. Such cooperation by the **Business Partners** may include providing relevant documents and/or information. This also may include

ensuring that personnel are available to respond to queries and/or to provide information if requested. The **Business Partners** must maintain confidentiality at all times.

Unless prohibited from doing so, **Business Partners** must immediately inform **TAQA Group** if they become aware of any audit, investigation, lawsuit or other inquiry regarding **TAQA Group** by any regulatory authority, the media, or any other external party.

In addition, **Business Partners** are required to notify us of any fraudulent behaviour, any breach involving gifts, hospitality and entertainment, and any breach relating to Insider Trading. There is also an obligation on **Business Partners** to operate in accordance with the principles of this **Business Partner Code of Conduct**, the **TAQA Group Code of Ethics & Business Conduct**, and in full compliance with all applicable laws and regulations. Where there are any differences between **TAQA Group's** standards and any legal requirements, the stricter standard shall apply, and all **Business Partners** must act in full compliance with all applicable laws.





Ethical Practices

Human Rights

We expect **Business Partners** to support and abide by the principles of international human rights standards.

Fair Treatment

**Business Partners** must treat all workers fairly, with respect and dignity. Any form of unfair treatment, abuse, bullying, or harassment is unacceptable.

Employment Practices

**Business Partners** must comply with all applicable employment laws, regulations, and standards. **Business Partners** must provide safe working conditions, observe reasonable working hours and pay fair wages.

Modern Slavery and Child Labor

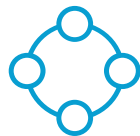
In accordance with international labor organization conventions and jurisdictional laws, **Business Partners** must not engage in any form of modern slavery or any use of child labor, including any indentured servitude or use of threats of violence or physical punishment and these practices must be prohibited in their supply chain.

Health and Safety in the Workplace

**Business Partners** must provide a healthy and safe working environment for all workers and comply with all applicable occupational health and safety laws and regulations. **Business Partners** shall identify and manage all potential occupational health and safety risks and hazards associated with any activity or service undertaken by them. This involves adopting appropriate health and safety management and reporting systems, undertaking continual reviews, and taking appropriate action to manage any identified risks. Any violation of health and safety laws and regulations could result in the termination of any existing business relationship with **TAQA Group**.

Environmental Impact

**Business Partners** must comply with all applicable environmental laws and regulations in the countries in which they operate. We expect **Business Partners** to strive to minimize their environmental impact, improve resource efficiency and implement sustainable practices where possible. They must obtain all required environmental licenses, permits and authorizations and comply with any associated requirements.



Business Practices

Gifts and Entertainment

We understand that modest, reasonable, and appropriate **Gifts, Hospitality, and Entertainment** are often a legitimate part of doing business. We require that **Business Partners** only offer or accept **Gifts, Hospitality or Entertainment** that are reasonable, in accordance with local laws and directly related to a justifiable business purpose. Such **Gifts, Hospitality or Entertainment** should not influence the business relationship between the parties or any associated decision-making.

**Business Partners** must not offer, seek or receive, any:

- (a) **Gifts, Hospitality or Entertainment** to any **Public Officials**;
- (b) **Gifts** that are cash or cash equivalents (such as a voucher or gift card); or
- (c) **Gifts, Hospitality or Entertainment** during an open procurement process involving anyone concerned in that process.

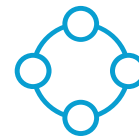
If **Business Partners** have any doubt in relation to what **TAQA Group Personnel** may, or may not offer or receive with respect to **Gifts and Entertainment**, they are encouraged to reach out to the **Ethics & Compliance Office** directly for clarification.

Conflicts of Interest

We expect **Business Partners** 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. **Business Partners** must inform **TAQA Group** of any such **Conflict**, for example, if there is a personal connection between individuals in our respective organizations.

Supply Chain

It is imperative that **Business Partners** carefully choose and monitor all agents, representatives, and sub-contractors used to fulfil obligations to **TAQA Group**. There will be serious consequences if **Business Partners** fail to meet this responsibility, and **TAQA Group** may be indirectly exposed to fines, loss of necessary operating authorizations, restrictions on Government contracts, and other penalties. You should ensure that agents, representatives, and sub-contractors should only be selected based on merit. **Business Partners** are responsible for ensuring that their agents, representatives, and sub-contractors comply with this **BP Code** in respect of business conducted for or on behalf of **TAQA Group**. They must also ensure that all due diligence is properly undertaken in relation to all agents, representatives, and sub-contractors to be used in the performance of obligations for **TAQA Group**. Should such due diligence find that any agents, representatives, or sub-contractors are in breach of any applicable laws or regulations or are subject to **Sanctions**, they should not be appointed by the Business Partner for **TAQA Group**.



Compliance with Regulations

Anti-Bribery & Corruption and Anti-Fraud

We have a zero-tolerance approach to any form of **Bribery**, **Corruption** or **Fraud**.

**Business Partners** must comply with all applicable **Bribery** and **Corruption** laws, regulations, and standards, and ensure that all business dealings for and on behalf of **TAQA Group** are conducted in an ethical way.

**Business Partners** must not:

- (a) Offer, promise or give a **Bribe** or other improper payment or advantage to anyone, or ever ask for or receive a **Bribe**;
- (b) Make a **Facilitation Payment**, except where making such a payment is required to avoid risk to life or personal injury; or
- (c) Make any payments to **Public Officials** (and should disclose to us any close connections with the same).

We also expect **Business Partners** to have and maintain comprehensive policies to manage **Bribery**, **Corruption**, and **Fraud**-related risks effectively in their business.

Anti-Money Laundering and Counter-Terrorist Financing

**Business Partners** must not engage in and/or facilitate **Money Laundering** and/or **Terrorist Financing** whether directly or indirectly. We also expect them to have effective processes in place to identify illegal payments or illegitimate activities. When doing business with or for **TAQA Group**, **Business Partners** must be vigilant and report any irregular payments, suspicious transactions, or suspected **Money Laundering** to us. This obligation includes maintaining accurate **Books and Records** and the ability to demonstrate compliance with applicable laws.

Sanctions and Trade Controls

When dealing with **Third Parties**, **Business Partners** must ensure that they comply fully with all applicable **Sanctions** and **Trade Controls**-related laws and regulations.

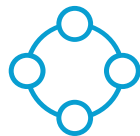
**Business Partners** must not conduct business with any **Sanctioned Persons** or any **Sanctioned Country** when conducting business for **TAQA Group**. **Business Partners** must not act in a way that puts any member of **TAQA Group** or its **TAQA Group Personnel** in breach of **Sanctions**.

Insider Trading

**Business Partners** must not engage in **Insider Trading** and must ensure that personnel and representatives acting on their behalf are not engaging in any **Insider Trading**. In particular, **Business Partners** and their personnel and representatives acting on their behalf must comply with applicable **Insider Trading** laws, and must not deal in any **TAQA Group Securities** (or any other **Securities**), based on insider information.

Competition

**Business Partners** must comply fully with all applicable **Antitrust Laws** where they operate or sell goods and/or services. For instance, **Business Partners** must not discuss or share **Commercially Sensitive Information**, or discuss pricing policy (including fixing pricing), profits, market share, production levels, customers, or sales territories with a competitor, particularly in relation to work performed for **TAQA Group**.





## Record Keeping and Information Management

### Books and Records

Accurate records and disclosures are critical to **TAQA Group** meeting its legal and regulatory obligations. **Business Partners** must maintain detailed and transparent **Books and Records** and demonstrate compliance with applicable laws and regulations. They must also report internally any irregular or suspicious payments or transactions.

### Audits and Assessments

Unless prohibited by law, **Business Partners** must notify the **Ethics & Compliance Office** of any investigation, audit, assessment, or irregular request that relates to **TAQA Group**. In addition, upon our request, we expect our **Business Partners** to allow us, as well as our appointed external representatives (such as auditors), to inspect and audit **Books and Records** related to work done for or on behalf of **TAQA Group**. We may also conduct operational audits when necessary and applicable.

### Confidential Information

Revealing confidential or protected information while working with **TAQA Group** is not acceptable. It is vital that **Business Partners** safeguard any **Confidential Information**, **Intellectual Property**, and **Personal Data** received related to **TAQA Group**. We expect **Business Partners** to comply with all applicable data protection, privacy, and security laws and regulations. Never share any **Confidential Information** relating to **TAQA Group** or **TAQA Group Personnel** without the prior written approval of the appropriate authorised representative of **TAQA Group**. We expect **Business Partners** to have systems in place to keep information secure, and permit access only to those that have been specifically authorized. We also expect **Business Partners** to notify us immediately in the event of any inadvertent unauthorized disclosure of **Confidential Information** relating to **TAQA Group**, its business activities, or **TAQA Group Personnel**.







# CO-OPERATION, REPORTING, AND NON-COMPLIANCE



# 4. Co-operation

We expect **Business Partners** to respond transparently to any reasonable request made by **TAQA Group Personnel** to demonstrate compliance with this **BP Code** and to assist the **Ethics & Compliance Office** of **TAQA Group** with any investigations related to compliance with this **BP Code**.



# 5. Reporting

**Business Partners** should be aware of any known or suspected violations of law and/or this **BP Code** by **Business Partners**, including any sub-contractors or **TAQA Group Personnel**, and to notify the **Ethics & Compliance Office** of any such concerns.

Unless prohibited by applicable laws, **Business Partners** must immediately inform the **Ethics & Compliance Office** by contacting our independent Helpline ([helpline.taqa.com](https://helpline.taqa.com)) if they become aware of any investigation, claim or other inquiry that involves **TAQA Group** or **TAQA Group Personnel**. **Business Partners** must also promptly notify **TAQA Group** if they become subject to any material criminal, civil or administrative legal action.

We will investigate any concerns raised by **Business Partners**. If we believe that any **Business Partner** is not compliant with the standards set out in this **BP Code**, we will seek to discuss the issue with them in the first instance. If any remedial actions are required, we will expect **Business Partners** to implement them promptly and effectively.

We have a zero-tolerance approach to any retaliatory action against anyone who reports concerns to **TAQA Group**.

For questions relating to general procurement matters, please contact **TAQA Group Procurement**: [Procurement.HQ@taqa.com](mailto:Procurement.HQ@taqa.com).



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# 6. Non-Compliance




We take any violations of this **BP Code** seriously. We may consider any non-compliance to be a material breach of this **BP Code**. We reserve the right to terminate our business relationship with any **Business Partner** in circumstances where:

- (a) Such non-compliance has or may have a material adverse impact on our business operations or reputation;
- (b) The **Business Partner** has repeatedly breached this **BP Code** and has failed to take appropriate steps to ensure compliance with the **BP Code**;
- (c) The **Business Partner** has undertaken illegal activity or has failed to comply with applicable laws and regulations; or
- (d) An agent, representative, or sub-contractor has committed a breach of this **BP Code** and the **Business Partner** has not taken steps to remove such **Third Party**.





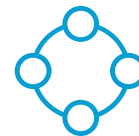
# 4. GLOSSARY

-  Updates
-  Definitions
-  Revision History



# 7. Updates

We may update this **BP Code** periodically. It is the responsibility of our **Business Partners** to ensure that they read, understand, and comply with the most up to date version of this **BP Code** as provided by us.





# 8. Definitions

## Antitrust Laws

A body of applicable laws, regulations, rules, orders, and other obligations that regulate competition in markets.

## Books and Records

Includes accounts, invoices, correspondence, papers and other documents that record and reflect business, transactions and other activities whether 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**.

Unless noted otherwise, definitions cover the singular and plural number of any defined term.

## Business

Any company or business within **TAQA Group**.

## Business Partner

Includes any party with which **TAQA Group** conducts business, pays, or receives funds from, including (but not limited to) **Customers, Suppliers**, vendors, service providers, consultants, advisers, contractors, **Distributors**, agents, commercial intermediaries, other intermediaries, investors and partners and targets in a mergers and acquisitions context. It does not include those **Third Parties** acting only in their capacity as a **Retail Customer** or **TAQA Group Personnel**.

## Code of Ethics & Business Conduct

**TAQA Group’s** Code of Ethics & Business Conduct.

## Commercially Sensitive Information

Any information which could be used by **TAQA Group** or its competitors to alter or align their commercial strategies. This includes but is not limited to **Confidential Information**, in relation to prices, discounts or timing of pricing changes; other trading conditions; allocation of **Customers** or regions; capacity, supply terms or output; product cost information; strategic or marketing plans, and Research & Development programs; the boycotting of competitors, **Suppliers** or **Customers**; intended bids in tenders; and information on individual **Customers** or specific customer accounts.

## Confidential Information

Information acquired in the course of activities for **TAQA Group** that:

- (a) Relates to **TAQA Group’s** business or a **Third Party**; and
- (b) Is non-public or that **TAQA Group** indicates through its policies, procedures, or other instructions which should not be disclosed to others; and
- (c) Could include information relating to **Customers, Suppliers**, partners, **TAQA Group Personnel** employees, business practices, financial results/expectations, prospective transactions, strategies, and investigations, and may consist of, among other things, documents, memoranda, notes, mailing lists, correspondence, and electronic records.



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Conflict of Interest (or Conflict)

Any situation in which a person, or **Related Person**, has a personal or outside interest that is sufficient to appear to influence the objective exercise of judgement in their official duties, regardless of whether it would actually influence that exercise of judgement.

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.

Customer(s)

Individual persons or companies who purchase goods or receive services from **TAQA Group**. **Customers** might be end-users (e.g., final consumers), intermediaries (e.g., **Distributors**), or resellers.

Data Protection Laws

Data protection laws that apply to **TAQA Group’s Processing of Personal Data**, including any local laws and regulations that may apply in your jurisdiction in relation to handling personal information.

Unless noted otherwise, definitions cover the singular and plural number of any defined term.

Director

A member of the governing Board of a corporation, association, or other incorporated body.

Distributor(s)

Individual persons or companies who distribute **TAQA Group’s** products or services.

Entertainment

Includes, but is not limited to, attendance at plays, concerts, and sports events.

Ethics & Compliance Office

**TAQA Group’s** Ethics & Compliance Office.

Facilitation Payments

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 **TAQA Group, TAQA Group Personnel** or **Business Partners**.

Gift

Anything of value, other than **Entertainment** and **Hospitality**, 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 (outside of **Entertainment** and **Hospitality**), flowers, travel (outside of **Sponsored Travel**) and/or employment.

Government Entity

(a) Any national, state, regional or municipal government, (b) any supra-national body representing a collection of countries, e.g., the European Union; (c) any branch, agency, committee, commission, or department of any of the foregoing; (d) any person or organization authorized by law that performs any governmental, quasi-governmental or regulatory function; (e) any **Public International Organization**; (f) any political party; or (g) any state- owned or state-controlled enterprise.



Hospitality

Includes, but is not limited to, refreshments, meals, and accommodation.

Insider Trading

Buying or selling, in violation of applicable law, a publicly listed **Security** while in possession of **Material Confidential Information** about the company underlying that **Security**.

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.

Material Confidential Information

Any information, event, decision, or incident that

(a) relates directly or indirectly to a publicly listed company or its **Securities**; (b) is not publicly available; and (c) if it was publicly available, could affect the price of the relevant **Securities**, the movement or trading volume of those **Securities**, or an investor’s decision to purchase, sell, or hold those **Securities**.

*Unless noted otherwise, definitions cover the singular and plural number of any defined term.*

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.

Personal Data

This is very broadly defined under **Data Protection Laws** and includes any information which relates to a living individual who can be identified, directly or indirectly, from that information. Examples of **Personal Data** are a person’s name, address, date of birth, photographs, telephone numbers, email addresses, next of kin, passport details, IP addresses, location data, and bank and payroll information. These examples are not exhaustive.

Process/Processing/Processed

Has a very wide meaning under **Data Protection Laws** and includes obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including:

- (a) Organization, adaptation or alteration of the information or data;
- (b) Retrieval, consultation or use of the information or data;
- (c) Disclosure of the information or data by transmission, dissemination or otherwise making available; or
- (d) Alignment, combination, blocking, erasure, or destruction of the information or data.

Public International Organization

A multinational institution made up of countries, governments, or other institutions that carries on any governmental or quasi-governmental activity(s) 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;
- (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**.







Related Person

In relation to any person:

- (a) A spouse, civil partner, child, step-child, grandchild, parent, step-parent, grandparent, sibling, mother-in-law, father-in law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, uncle, aunt, niece, nephew, or cousin (including adoptive relationships), whether sharing the same household or not;
- (b) Businesses in which they are a general partner, owner (direct or indirect), or make management decisions;
- (c) Trusts for which they are a trustee;
- (d) Estates for which they are an executor; and
- (e) Any other person or entity whose transactions are directed by, or subject to, their direct or indirect influence or control.

Retail Customers

**TAQA Group’s** water and electricity-related retail customers in the United Arab Emirates.

Sanctions

Limitations enacted by Governments or **Public International Organizations** that place restrictions on trade, economic, or financial activity, with specific countries, entities and persons.

Unless noted otherwise, definitions cover the singular and plural number of any defined term.

Sanctioned Countries or Sanctioned Country

Countries and/or territories that are subject to comprehensive country- and/or territory-wide **Sanctions**.

Sanctioned Persons

Persons, entities or any other parties (a) located, domiciled, resident or incorporated in a **Sanctioned Country**, (b) targeted by any **Sanctions** administrated by the United Nations, the European Union, the U.S., the UK, Japan, Canada, the United Arab Emirates, and/or any other applicable country, and/or (c) owned or controlled by or affiliated with persons, entities or any other parties as referred to in (a) and (b).

Security(ies)

Equity, debt, and derivative financial instruments, including common shares, preferred shares, options, derivatives, swaps, futures, forwards, warrants, short positions, profit interests, convertible notes, bonds, notes, debentures, commercial paper, loan participations, limited partnership units, and other types of equity, debt, hybrid, and

Sponsored Travel

Includes any form of transportation (such as airline tickets and taxis) and associated **Hospitality** and accommodation (such as hotel bookings) that is offered as part of a business-related engagement, such as conferences, site visits, or business meetings, and other than any such travel or **Hospitality** provided for in any formal legal agreement.

Supplier(s)

Individual persons or companies who supply goods or services to the **TAQA Group**.

TAQA

Abu Dhabi National Energy Company PJSC.

TAQA Group

Abu Dhabi National Energy Company PJSC (**TAQA**); any entity, operation, or investment controlled by and/or any entity, operation, or investment that adopts the **Code of Ethics and Business Conduct**.



TAQA Group Personnel

All individuals who work directly for or represent the **TAQA Group**, including **Directors**, officers, employees, consultants, secondees and contractors.

TAQA Group Securities

Any listed securities issued or guaranteed by any member of **TAQA Group**, including without limitation any equity, debt, and derivative financial instruments, including common shares, preferred shares, options, derivatives, swaps, futures, forwards, warrants, short positions, profit interests, convertible notes, bonds, notes, debentures, commercial paper, loan participations, limited partnership units, and other types of equity, debt, hybrid, and other securities whether listed in the United Arab Emirates or elsewhere in the world.

Terrorist Financing

The financing of terrorist acts, terrorists, and terrorist organizations.

Third Party/ies

Any organization, entity, individual or group other than the **TAQA Group** or its **Businesses**, including any competitor, **Supplier**, affiliate, or **Customer** of **TAQA Group** or its **Businesses**.

Trade Controls

Prohibitions or restrictions on the trade or movement of goods, products or services from, to or through a particular country, imposed by the government or relevant authority of a country. Restrictions may be imposed over direct and indirect imports, exports, re-exports, transfers, and re-transfers in respect of (a) particular kinds of goods, products or services; (b) the exporting or destination country or geographic territory; and/or (c) the identity of the exporter or recipient.

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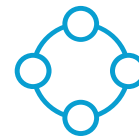
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# 9. Revision History

Version 1.0

Issue 1

August 2021



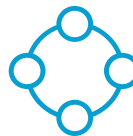
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