

Supplier Code of Conduct

Purpose, Scope and Operating Principles

Bapco Energies is committed to conducting business ethically, safely, responsibly and in compliance with applicable laws, regulations, contractual obligations and recognized international good practice. This Supplier Code of Conduct (the "Code") establishes the minimum expectations applicable to Suppliers that provide, seek to provide, or support the provision of goods, services, personnel, works or other business activities to Bapco Energies and its subsidiaries.

This Code applies to all current and potential suppliers, vendors, manufacturers, contractors, subcontractors, agents, consultants, intermediaries and business partners, and to all personnel and third parties engaged by them in connection with Bapco Energies business.

This Code is informed by internationally recognized standards and industry practices, including the UN Guiding Principles on Business, relevant ILO Core Conventions, and, where applicable, the IFC Performance Standards. It does not replace contractual obligations, solicitation requirements, laws, permits, policies or project-specific requirements; where requirements differ, the more stringent applicable requirement shall apply unless prohibited by law.



Supplier responsibility

Suppliers are responsible for communicating this Code, implementing effective controls, monitoring compliance across their operations and supply chains, and promptly reporting concerns, breaches and material risks to Bapco Energies.

Core principles

- Comply with all applicable laws, regulations, permits, sanctions, trade controls and Bapco Energies contractual requirements.
- Act with integrity and avoid bribery, corruption, fraud, conflicts of interest, unfair competition and improper influence.
- Promote fair labour practices, worker welfare, dignity, privacy and freedom from retaliation.
- Protect health, safety, security, the environment, climate resilience, assets, confidential information and personal data.
- Manage subcontractors and third parties through due diligence, risk assessment, monitoring and corrective action.

Compliance with Laws, Regulations and Bapco Energies Requirements

- Maintain accurate records and provide evidence of compliance when requested.
- Suppliers shall comply with all applicable laws and regulations in the jurisdictions in which they operate, including labour, health, safety, environmental, security, anti-corruption, trade, tax, customs, immigration, data protection and corporate laws.
- Suppliers shall comply with requirements issued by relevant labour, health, environmental and security authorities, including Bahraini competent authorities where applicable.
- Suppliers shall comply with Bapco Energies policies, standards, procedures, tender instructions, contractual requirements and lawful instructions connected with the relevant engagement.
- Suppliers working on major projects, including BMP, EPC or other project-financed engagements, shall comply with this Code and any additional project-specific environmental, social, governance, HSE, labour, security or lender requirements.
- Where a Supplier identifies a conflict between this Code and local law, the Supplier shall promptly notify Bapco Energies and seek guidance on how to comply while respecting applicable law.

Business Integrity, Anti-Bribery and Financial Crime

- Suppliers shall maintain zero tolerance for bribery, corruption, kickbacks, extortion, embezzlement, fraud, theft, money laundering, terrorist financing, tax evasion facilitation and other improper conduct.
- Suppliers shall not offer, promise, authorize, give, solicit, request or accept anything of value, directly or through a third party, to obtain or retain business, secure an improper advantage, influence a decision, reward a decision or create the appearance of improper influence.
- Facilitation payments are prohibited. If a payment is demanded under threat to health, safety, liberty or security, the Supplier shall prioritize safety, record the circumstances and report the incident to Bapco Energies as soon as practicable.
- Political contributions, charitable donations, sponsorships or community investments connected to Bapco Energies business must be lawful, transparent, properly documented and not used to influence procurement or contractual outcomes. No such activity may be made on behalf of Bapco Energies without prior written approval.
- Suppliers shall maintain accurate books and records, internal controls and supporting documentation sufficient to demonstrate compliance with this Code and applicable laws.



Gifts, Hospitality, Entertainment and Business Courtesies

- Suppliers shall avoid actual impropriety and the appearance of impropriety in all gifts, hospitality, entertainment, travel, meals, discounts, favors and other business courtesies.
- Suppliers shall not offer, provide, promise, authorize, request or solicit gifts, hospitality or entertainment intended to influence, reward or appear to influence any Bapco Energies business decision, procurement activity or contractual outcome.
- Gifts, hospitality or entertainment are prohibited during an active tender, bid evaluation, negotiation, award recommendation or dispute process involving the Supplier, unless expressly approved in writing by Bapco Energies in exceptional circumstances.
- Cash, cash equivalents, loans, per diems, personal discounts, employment opportunities, travel unrelated to legitimate business and lavish or frequent hospitality are prohibited.
- Acceptable courtesies, where permitted, must be modest, infrequent, business-related, culturally appropriate, transparent, lawful, accurately recorded and without expectation of benefit. The BHD 150 threshold should be treated as an aggregate annual value unless Bapco Energies specifies otherwise. Any higher-value or uncertain item must be disclosed and approved in accordance with Bapco Energies requirements.

Conflicts of Interest

- Suppliers shall promptly disclose in writing any actual, potential or perceived conflict of interest involving Bapco Energies, its employees, representatives, related persons, affiliates, tender participants or subcontractors.
- Suppliers shall submit a conflict-of-interest declaration upon registration, with each tender participation where requested, during active engagement, annually if required by Bapco Energies, and immediately upon any material change.
- Supplier conflict declarations relating to tendering or procurement shall be submitted through the prescribed channel and reviewed by the Procurement Department in coordination with Group Compliance, in accordance with applicable procedures.
- Where a conflict is identified, the Supplier shall promptly implement mitigation measures as directed by Bapco Energies, including recusal, reassignment, information barriers, enhanced supervision, disclosure, divestment, exclusion from a tender process or other controls.
- Suppliers shall not employ, engage, assign or otherwise involve any current Bapco Energies employee in work for the Supplier. Restrictions relating to former employees, including cooling-off periods or role-specific limitations, shall be applied in accordance with Bapco Energies policies, contractual requirements and applicable law.



Fair Competition, Trade Compliance and Sanctions

- Suppliers shall compete fairly, transparently and lawfully, and shall not engage in bid rigging, price fixing, market allocation, collusion, improper information sharing or any other anti-competitive conduct.
- Suppliers shall ensure truthful, complete and accurate bid submissions, invoices, claims, certifications, technical data and advertising materials.
- Suppliers shall comply with all applicable import, export, customs, sanctions and trade-control restrictions and shall not provide goods, technology, services or funds in breach of applicable restrictions.
- Suppliers shall conduct appropriate screening and due diligence on owners, directors, employees, agents, intermediaries, subcontractors and supply-chain participants where relevant to Bapco Energies business.

Labour and Working Conditions

- Suppliers shall respect and treat all workers with dignity, fairness and respect, including employees, agency workers, migrant workers, temporary workers and subcontractor personnel.
- Suppliers shall prohibit forced labour, bonded labour, debt bondage, slavery, human trafficking, involuntary prison labour and any restriction on worker movement that is unlawful or coercive.
- Suppliers shall not employ persons below the age of 18 or below the minimum legal working age under applicable law, whichever is higher, and shall maintain age-verification processes.
- Wages, overtime, benefits, end-of-service entitlements, leave, medical insurance and working hours must comply with applicable law and contractual requirements. Overtime must be voluntary except where lawful and necessary, and must be compensated as required.
- Suppliers shall provide workers with adequate daily and weekly rest periods, breaks, leave entitlements and days off in accordance with applicable legal requirements, including any applicable heat-stress or outdoor work restrictions.
- Suppliers shall ensure equal pay for equal work and shall prohibit discrimination, harassment, bullying, intimidation, abuse, violence and retaliation. Employment decisions shall be based on lawful, objective and job-related criteria.
- Suppliers shall respect workers' rights to associate or not associate and to participate in lawful workers' discussions or representation in accordance with applicable law.

Responsible Recruitment and Worker Documents

- Recruitment fees and related costs shall not be charged to workers. Where such fees are found to have been paid by workers, the Supplier shall implement remediation, including reimbursement where appropriate.
- Workers shall receive clear employment terms in a language they understand before deployment or commencement of work, including wages, benefits, job role, working hours, leave, accommodation arrangements and grievance options.
- Suppliers shall not withhold, confiscate or restrict access to passports, identification documents, bank cards, work permits or personal documents except where required by law and with lawful, voluntary and documented consent. Workers must be able to access their documents promptly upon request.
- Suppliers shall use licensed recruitment agencies where required and shall monitor recruitment agents to prevent deception, coercion, substitution of contracts or worker-paid recruitment fees.

Health, Safety, Security and Emergency Preparedness

- Suppliers shall provide a safe, healthy, hygienic and secure workplace and shall strive for no harm to people, assets, communities and the environment.
- Suppliers shall establish suitable HSE management systems, conduct risk assessments, implement controls, provide competent supervision and appoint accountable persons for HSE performance where appropriate.
- Workers shall be trained, competent and authorized for their tasks, and shall receive suitable personal protective equipment free of charge. Correct use of PPE and safe systems of work must be enforced.
- Suppliers shall empower workers to stop work where they reasonably believe a condition is unsafe or presents an imminent risk, without fear of retaliation.
- Suppliers shall report incidents, injuries, occupational illnesses, near misses, unsafe conditions, security events and environmental incidents to Bapco Energies in accordance with contractual and project requirements.
- Suppliers shall maintain emergency preparedness and response plans, including fire safety, medical response, evacuation, spill response, heat stress controls and security arrangements appropriate to their activities.



Environment, Climate and Resource Stewardship

- Suppliers shall comply with environmental laws, permits, licenses and reporting obligations and shall operate in a manner that prevents pollution and protects biodiversity, land, water, air and natural resources.
- Suppliers shall identify, assess and manage environmental risks associated with their activities, including emissions, energy use, water use, waste, discharges, hazardous materials, chemicals, spills and emergency releases.
- Suppliers shall seek to reduce waste, conserve water and energy, improve resource efficiency, reuse and recycle materials where feasible and dispose of waste through authorized channels.
- Suppliers shall support Bapco Energies' climate and energy-transition objectives by identifying material greenhouse gas emissions, improving energy efficiency and, where requested, providing relevant climate, emissions or sustainability data.
- Suppliers with significant environmental impacts shall maintain suitable monitoring, corrective-action and reporting processes and shall seek continuous improvement.

Accommodation, Welfare and Community Impact

- Where accommodation is provided or arranged, Suppliers shall ensure that worker housing is safe, sanitary, secure, dignified and compliant with applicable law, contractual requirements and recognized welfare standards.
- Accommodation shall provide appropriate space, hygiene, potable water, sanitation, temperature control, food safety, fire safety, emergency access, privacy, security and grievance channels.
- Suppliers shall inspect and monitor accommodation regularly, correct deficiencies promptly and maintain records of inspections, incidents and corrective actions.
- Suppliers shall engage respectfully with affected communities, manage community health, safety, security and traffic impacts, and provide or support accessible grievance channels where their operations may affect external stakeholders.
- Suppliers are encouraged to support local economic and social development, including local value-chain participation, skills development and community initiatives, provided such initiatives are lawful, transparent and not linked to improper advantage.

Data Privacy, Confidentiality, Intellectual Property and Cybersecurity

- Suppliers shall protect personal data and confidential information in accordance with applicable law, contractual obligations and Bapco Energies requirements. Where applicable, suppliers shall comply with Bahrain Law No. 30 of 2018 on Personal Data Protection and equivalent data protection laws in other jurisdictions.
- Personal data shall be collected, processed, stored, transferred and retained only for lawful, transparent and legitimate business purposes, with appropriate consent, notices, safeguards and access controls where required.
- Suppliers shall protect Bapco Energies confidential information, proprietary information, intellectual property, trade secrets, technical data and business information from unauthorized access, misuse, disclosure, alteration or loss.
- Suppliers shall use Bapco Energies information and assets only for authorized business purposes and shall not make public announcements, media statements, marketing references or publications relating to Bapco Energies without prior written approval.
- Suppliers shall maintain appropriate cybersecurity controls, promptly report material data incidents or suspected breaches affecting Bapco Energies information, and cooperate in containment, investigation and remediation.

Subcontractors, Agents and Supply Chain Due Diligence

- Suppliers are responsible for the actions and omissions of their subcontractors, agents, intermediaries, consultants, labour suppliers and other third parties engaged in connection with Bapco Energies business.
- Suppliers shall communicate this Code to relevant third parties, include equivalent requirements in contracts where appropriate and monitor compliance based on risk.
- Suppliers shall conduct proportionate due diligence and ongoing monitoring to identify, prevent, mitigate and address integrity, sanctions, labour, HSE, environmental, data, security and performance risks in their supply chains.
- Suppliers shall not use third parties to do anything that the Supplier is prohibited from doing directly.
- Where a violation or material risk is identified, the Supplier shall promptly notify Bapco Energies, implement corrective action and provide evidence of remediation when requested.

Grievance, Speak Up and Non-Retaliation

- Suppliers shall establish or maintain accessible, confidential, transparent and effective grievance mechanisms aligned with recognized good international practice.
- Workers and, where relevant, affected communities shall have clear channels to raise concerns relating to workplace conditions, misconduct, safety, security, environmental or community impacts without fear of retaliation.
- Suppliers shall review, investigate and resolve concerns promptly, fairly and impartially, and shall communicate outcomes to complainants where appropriate and lawful.
- Retaliation, intimidation, discrimination or adverse treatment against any person who raises a concern in good faith or participates in an investigation is strictly prohibited.
- Concerns relating to Bapco Energies business may be reported to Bapco Energies through the prescribed reporting channels, including procurementcontrol.hq@bapcoenergies.com and groupcompliance.hq@bapcoenergies.com, or any future channel notified by Bapco Energies.

Monitoring, Audit, Corrective Action and Enforcement

- Suppliers shall maintain complete and accurate records sufficient to demonstrate compliance with this Code, applicable law and contractual requirements.
- Bapco Energies may request information, certifications, evidence, corrective-action plans, worker-welfare records, HSE records, environmental records, audit reports and other supporting documentation to verify compliance.
- Audits and information requests may be conducted as part of contractual compliance, preventive assurance and verification of adherence to environmental, social, governance, integrity and HSE standards.
- Suppliers shall cooperate with Bapco Energies inquiries, audits, assessments and investigations, including by providing access to relevant records, personnel, facilities, subcontractors and management systems where lawful and contractually permitted.
- Where non-compliance is identified, Bapco Energies may require corrective action, enhanced monitoring, suspension of work, removal of personnel or subcontractors, disqualification from tendering, withholding of payment where contractually permitted, termination, reporting to authorities or any other remedy available under law or contract.



Application, Updates and Version Control

- This Code is a general statement of Bapco Energies' minimum expectations and is in addition to, not in substitution for, any obligations under tenders, contracts, policies, procedures, project requirements or applicable law.
- Bapco Energies may update this Code from time to time. Suppliers are responsible for complying with the latest version notified by Bapco Energies and for cascading updates to relevant personnel and third parties.
- Failure by Bapco Energies to enforce any provision of this Code at any time shall not constitute a waiver of its rights or remedies.
- The applicable Supplier Conflict of Interest Declaration Form shall be provided by Bapco Energies and may be updated from time to time. The declaration form is a controlled supporting document and is not embedded in this Code.



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