

DOCUMENT INFORMATION

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Preparer/Developer:	Faisal Ghareeb Al Dhaheri		
Subject Matter Expert:	Shivanand Kore		
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DOCUMENT APPROVALS

Functional Element Lead (FEL) or Responsible Department Head (RDH) Approval:

Name:	Sai Shankar Ram	Signature:	Electronically Approved by
Title:	Lead Ethical Compliance Specialist	Date:	As per latest signature date

Other Approvals (as necessary or desired):

Name:	Asadullah Japanwala	Signature:	
Title:	Lead Commercial Specialist - PSC	Date:	As per latest signature date
Name:	N/A	Signature:	
Title:		Date:	

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1.0 **PURPOSE AND SCOPE**

1.1 Purpose

- 1.1.1 This Enterprise Supplier Code of Conduct (the Code) sets forth the principles and standards of conduct that the Enterprise expects Suppliers, their employees, subcontractors and sub-suppliers to meet during the provision of goods and services to the Enterprise.
- 1.1.2 To support compliance with this Code, Suppliers shall ensure that the Code is shared with all individuals assigned to perform work for or on behalf of the Enterprise, and that all Enterprise-related tasks are executed by individuals with the skills, expertise and certifications necessary.

1.2 Scope

- 1.2.1 This Code covers the general expectation from the Supplier while providing goods and services to the Enterprise, in terms of health and safety, environment, business continuity, labor and human rights, anti-fraud, bribery and corruption, sanctions and claims and handling confidential information.
- 1.2.2 It also discusses details about engaging with external parties and general management and administration details.

2.0 **APPLICABILITY**

- 2.1 The Code shall apply to all Suppliers and their representatives and subcontractors engaged in conducting business for or on behalf of the Enterprise (ENEC and its subsidiaries, including ENEC Commercial and ENEC Operations).

3.0 **REFERENCES AND REQUIREMENTS**

3.1 Implementing

None

3.2 Developmental

- 3.2.1 EXP-PRC-0005, Export Controlled Information Handling
- 3.2.2 HNS-MAN-0001, Nawah Industrial Health and Safety Manual
- 3.2.3 LGL-MAN-0002, Enterprise Code of General Business Principles and Ethics
- 3.2.4 LGL-PRC-0020, Enterprise Fraud and Misconduct Investigation Procedure
- 3.2.5 PSC-PRC-111-19, Supplier Performance Evaluation Procedure
- 3.2.6 PSC-PRC-111-43, Supplier Perspective Procedure
- 3.2.7 QA-MAN-0001, Nawah Quality Assurance Manual
- 3.2.8 SEC-MAN-3000, Information Security Management System Manual
- 3.2.9 SEC-PRC-3000, Information Handling

- 3.2.10 SEC-REF-3001, Information Security Acceptable Use of Information Assets
- 3.2.11 SEC-REF-4031, Cloud Security Standard
- 3.3 Statutory/Regulatory
 - 3.3.1 Abu Dhabi Occupational Safety and Health System Framework (ADOSH-SF)
 - 3.3.2 AE/SCNS/NCEMA 7000:2021, The National Standard For Business Continuity Management System (Specifications)
 - 3.3.3 Department of Energy Cyber Security Framework (CSF)
 - 3.3.4 FANR-REG-09, Regulation on the Export and Import Control of Nuclear Material, Nuclear Related Items and Nuclear Related Dual-Use Items
 - 3.3.5 Federal Decree Law No. (33) of 2021, Regulation of Employment Relationship and its amendments
 - 3.3.6 Federal Decree No. (45), UAE Data Privacy Law
 - 3.3.7 Federal Decree-Law No. (32) of 2021, Commercial Companies
 - 3.3.8 Federal Law No. (20) of 2018, Anti-Money Laundering and Countering the Financing of Terrorism (as amended)
 - 3.3.9 GSEC Circular 6 of 2014, Regulations of Contracting with Private Companies
 - 3.3.10 UAE Information Assurance Regulation (UAE IA)
- 3.4 Non-Regulatory
 - None
- 3.5 Sustainable Actions
 - None
- 3.6 Templates and Forms
 - None

4.0 TERMS AND DEFINITIONS

- 4.1 **Anti-Fraud and Misconduct Program (AFMP)** – The Enterprise’s system of identifying, handling, and monitoring fraud before it happens, when it happens and after it happens. In addition to investigation of the reported concerns/complaints, the program allows the Enterprise to conduct a risk assessment of fraudulent activity, identify areas of vulnerability for fraud, suggest controls to mitigate the identified risks, and communicate to employees and other stakeholders the plan to mitigate fraud, and monitor and enforce provisions of its plan.
- 4.2 **Confidential Information** – All information of whatever kind, including proprietary and trade secret information, disclosed by or on behalf of the Enterprise by any means in respect of the development or operation of the UAE domestic nuclear energy program.

- 4.3 **Conflict of Interest** – Situation where there is a proposed transaction of the Enterprise in which an Employee or a Related Person has any actual or potential personal involvement, interest or relationship, that may affect, or may be perceived as affecting the Employees' ability to perform duties objectively or compromising the Employee's duty to act wholly in the best interests of the Enterprise.
- 4.4 **Contract** – A written agreement (contract, subcontract, purchase order, etc.) executed directly between or among the Enterprise and one or more other parties at any tier for the provision of goods or services in exchange for compensation and covering the respective rights and responsibilities of each party to the agreement.
- 4.5 **Counterfeit Item** – An item that is intentionally manufactured or altered to imitate a legitimate product and is a copy or substitute of a legitimate product without legal right or authority or one whose material, performance, or characteristics are knowingly misrepresented by the Supplier, distributor or manufacturer.
- 4.6 **Employee** – Includes management and staff, direct hire personnel, and secondees supporting The Enterprise.
- 4.7 **Fraud** – A knowing misrepresentation of the truth, or concealment of a material fact, to induce another to act to his/her detriment. Fraud includes asset misappropriation, and financial misstatement and corruption.
- 4.8 **Fraudulent Item** – Items that are intentionally misrepresented to be something they are not, including those provided with incorrect identification or falsified/inaccurate certification and items sold by entities that have acquired the legal right to manufacture a specified quantity of an item (such as an integrated circuit), but produce a larger quantity than authorized and sell the surplus as legitimate inventory.
- 4.9 **Supplier** – Any individual or organization who furnishes items or services to the Enterprise per with a procurement document. An all-inclusive term used in place for any of the following: vendor, agent, seller, contractor, subcontractor, fabricator, consultant and their sub-tier levels.
- 4.10 **Suspect Item** – An item for which there is an indication by visual inspection, testing or other information that it may not conform to established government or industry accepted specifications or national consensus standards.
- 4.11 **Whistleblowing** – The act by an individual (the 'whistleblower') of making a confidential disclosure in good faith of any activity which appears to be fraudulent, breach of ethical behavior or misconduct involving personnel across the levels.

5.0 **PROCEDURE**

5.1 Introduction

- 5.1.1 Suppliers shall ensure that all business for or on behalf of The Enterprise is conducted in compliance with all applicable legal and regulatory requirements including federal (United Arab Emirates) and local (Abu Dhabi) laws, rules and regulations, along with detailed requirements listed 3.0 REFERENCES AND REQUIREMENTS, and per with the highest standards of ethical business conduct.

- 5.1.2 Suppliers shall ensure adherence to the applicable policies, processes and procedures of the Enterprise, specific to the work undertaken by a Supplier that may be specified in the relevant Contract. Adherence to the rules of this Code is a condition of engagement as a Supplier to the Enterprise.

5.2 Health and Safety

- 5.2.1 The safety of the public, Employees and Suppliers is the Enterprise's highest priority. The Enterprise maintains a fully accredited Health Safety and Environment (HSE) Management System and Suppliers are required to comply with all applicable safety rules, laws, standards, regulations and procedures.
- 5.2.2 Minimum health and safety expectations and requirements are set forth below. Additional Enterprise requirements specific to the work undertaken by a Supplier may be specified in the relevant Contract based on the assessed level of risk with the scope of works being undertaken.
- 5.2.3 Public Safety
 - A. Supplier shall identify and manage all potential public safety risks and hazards associated with any activity, service or product deployed in the execution of a service for or on behalf of The Enterprise.
- 5.2.4 Occupational Safety and Health (OSH)
 - A. Supplier shall identify, assess and manage all potential occupational safety and health risks and hazards associated with any activity, service or product deployed in the execution of a service for or on behalf of the Enterprise. Appropriate control measures shall be developed, implemented and monitored based on the minimum requirements of Abu Dhabi Occupational Safety and Health System Framework (ADOSH-SF).
- 5.2.5 Health Screening and Medical Surveillance shall be performed by the Supplier for all applicable work activities, per Abu Dhabi Occupational Safety and Health System Framework (ADOSH-SF).
- 5.2.6 Vehicle Safety
 - A. Supplier shall ensure that all vehicles used, and transportation activities undertaken in the execution of Enterprise business are compliant with applicable laws, regulations and codes.

5.3 Environment and Sustainability

- 5.3.1 The Enterprise is committed to being an environmental and sustainability leader and demonstrating this through its actions, including conducting its business in full compliance with all applicable environmental and sustainability laws, regulations and requirements.
- 5.3.2 The Enterprise requires that Suppliers operate in a similar environmentally responsible manner, with appropriate environmental and sustainability management and measures.

5.4 Business Continuity Management

- 5.4.1 The Supplier shall have business continuity programs and plans in place to ensure uninterrupted provision of goods and services to the Enterprise per AE/SCNS/NCEMA 7000:2021, The National Standard For Business Continuity Management System (Specifications).
(<http://www.ncema.gov.ae/en/media-center/publications.aspx>).

5.5 Labor and Human Rights

5.5.1 Human Rights

- A. The Enterprise expects its Suppliers to know and uphold the human rights of all workers, whether temporary or contract employees and to treat all their workforce members with dignity and respect, meeting at least the minimum requirements of applicable laws.

5.5.2 Forced Labor

- A. Suppliers shall not use forced, bonded or involuntary prison labor. Forced labor is described by the International Labor Organization (ILO) as work carried out under the threat of penalty, the most common types being bonded labor and use of prisoners. Suppliers are expected to provide their employees the freedom to choose to work for the Supplier and the freedom to leave the Supplier after reasonable notice is served.

5.5.3 Working conditions

- A. Suppliers shall ensure that the working conditions of their workforce are safe, humane and hygienic both on site (at the Enterprise) or off-site. Suppliers shall assign responsibility for health and safety to a senior management representative. Employees shall be provided (at the Supplier's expense) with any necessary Personal Protective Equipment (PPE), such as, without limitation, gloves, masks and helmets. The Suppliers' employees shall have access to clean toilets, be allowed regular breaks and have access to clean water as a minimum per GSEC Circular 6 of 2014 on regulations of Contracting with private companies and Contractor Health and Safety Management procedure are applicable.

5.6 Anti-Fraud, Bribery and Corruption

- 5.6.1 Supplier shall prohibit all forms of Fraud, bribery, corruption, extortion and embezzlement and shall report to the Enterprise any violation to the anti-bribery Laws of the UAE, applicable anti-corruption laws in the country of establishment, related anti-money laundering regulations and the Foreign Corrupt Practices Act of USA and Bribery Act of UK.
- 5.6.2 Suppliers shall never indulge in acts of corrupt payments and activities while conducting business, whether involving private sectors or government agencies or public officials. This includes bribery and kickbacks of any kind.

5.7 Conflicts of Interest

- 5.7.1 The Enterprise requires Suppliers to exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Enterprise's interests, or the appearance of a Conflict of Interest that may compromise the exercise of independent and objective judgment during the execution of work for or on behalf of the Enterprise.
- 5.7.2 While engaged in Enterprise-related work, Supplier shall not engage in any activity that creates a Conflict of Interest, the perception of a Conflict of Interest, or any activity that affects or is perceived to be affecting the best interest of the Enterprise or compromising the work that the Supplier is contracted to perform on behalf of the Enterprise.
- 5.7.3 Close personal relationships between the Supplier workforce members and the Enterprise Employees responsible for monitoring Supplier's performance should be avoided in order not to compromise the exercise of independent judgment or lead to claims of a conflict with this Code.
- 5.7.4 Any potential conflicts including any close personal relationships shall be disclosed and reported to the Enterprise and written concurrence obtained that states the Supplier is allowed to remain in a situation that could be perceived as a conflict. All Conflict of Interest situations shall be reported to compliance@enec.ae.

5.8 Gifts

- 5.8.1 Suppliers doing business with or seeking to do business with the Enterprise shall refrain from offering gifts, services, discounts, gratuities, payments of fees, entertainment or other benefits or items of value (collectively "gifts") to Employees or members of their immediate families. The Enterprise Employees have an obligation to abide by the gift requirements set in the Enterprise Code of General Business Principles and Ethics.
- 5.8.2 Suppliers shall not offer or accept gifts or other favors that influence, or appear to influence, the performance of their duties or assist the Supplier in obtaining undue or unfair advantage or under any circumstances that create the appearance of an impropriety.
- 5.8.3 In general, gifts must not exceed the value of 500 AED cumulative from the same source in a calendar year and shall be unsolicited, made openly, and properly recorded in the Supplier's books and records. Gifts must not be in cash or usable as cash and should be legal in the jurisdiction and in the organization of the giver and the receiver.
- 5.8.4 Gifts offered and accepted shall be customarily associated with the maintenance of ongoing legitimate business relationships, provided they are reasonable, infrequent, and appropriate for the occasion.
- 5.8.5 Examples of gifts that can be accepted includes discounts from Suppliers that are available to all Employees, promotional items, mementos, souvenirs, advertising novelties bearing the logo of the Supplier and other items including food and beverage of a modest value.

5.9 Sanctions, Criminal and Civil Claims

- 5.9.1 Suppliers shall inform the Enterprise of any investigation or legal proceedings that impacts the work the Supplier is performing on behalf of the Enterprise.
- 5.9.2 Supplier shall also inform the Enterprise if the Supplier or any of the Supplier's employees with decision making authority have been subjected to, accused or convicted of fraud, bribery or corruption, or is either a sanctioned party, or a resident of a sanctioned country, employed or representing a governmental agency or authority of an Office of Foreign Assets Control (OFAC) sanctioned country or region.
- 5.9.3 Company Records and Disclosures
 - A. Accurate records and disclosures are critical to the Enterprise to meet its legal, financial, regulatory and management obligations. Supplier shall ensure that facts are never misstated, or material information omitted when reporting to the Enterprise, and that all records, disclosures and communications to the Enterprise are full, fair, accurate and timely.
- 5.9.4 Fair Competition and Anti-Trust Compliance
 - A. Suppliers are required to comply with all applicable anti-trust or fair competition laws and regulations. The Suppliers shall not engage in any unfair practices that unreasonably undermine free and fair competition in a tender through prior consultation, collusion, bid rigging or agreement with other tenderers, such as fixing prices to render the award to a particular participant.

5.10 Responsible Procurement

- 5.10.1 Suppliers shall take reasonable steps to ensure that products and services procured are from ethical sources and that sub-suppliers are aware of and comply with this Code. Suppliers shall adhere to applicable local and international trade laws and nuclear regulations, which include the export control requirements of certain goods and services, or restrictions concerning direct or indirect dealings with select countries, entities, and individuals.

5.11 Counterfeit, Fraudulent and Suspect Items (CFSI)

- 5.11.1 Items furnished by the Supplier shall not include any suspect, counterfeit, or fraudulent parts, nor shall such parts be used in performing any work for the Enterprise whether on or off site.
- 5.11.2 The Contract specifies the details of preventing CFSI items entering the Barakah Site and the consequences applicable to the Supplier in case the supplied items fall into the category of CFSI.
- 5.11.3 The Supplier shall recognize and appreciate the risk of CFSI for the Enterprise and take appropriate measures to include in their quality assurance program, a process to prevent, detect and eliminate CFSIs.

5.12 Confidential Information, Intellectual Property Rights and Data Protection

- 5.12.1 Supplier shall only use the Enterprise information assets and property (including tools, drawings and specifications) for accessing, processing, communicating, or managing the ENEC/ENEC Operations/ENEC Commercial information or information systems, or adding products or services to information systems. Only authorized individuals shall access Enterprise Information Assets.
- 5.12.2 Supplier shall take appropriate steps to safeguard and maintain the confidentiality, integrity and availability of the Enterprise proprietary information assets including the contractual relationship with the Enterprise, the scope of the contract to third parties, and all personal and sensitive data, whether of the Enterprise Employees or its customers, and safekeeping it in secure work areas and not disclosing it to third parties (including other customers, subcontractors, etc.) without the prior approval or written permission of the Enterprise.
- 5.12.3 Comply with the Enterprise Information Security Third-party and Third-Party Supplier Security rules.
- 5.12.4 Comply with the Enterprise Information Handling and Data Loss Prevention rules that only those with a “need to know” have access to the Enterprise Information Assets used by supplier to provide services from different geographic locations.
- 5.12.5 Comply with all applicable rules concerning cloud computing security and follow the Enterprise Cloud Security Standard and Framework.
- 5.12.6 Comply with all relevant data protection requirements of the UAE and General Data Protection Regulation (GDPR) of the European Union if applicable.
- 5.12.7 Comply with all applicable laws concerning cross-border data transfers, including export control information, business sensitive and confidential information.
- 5.12.8 Observe and respect all Enterprise patents, trademarks and copyrights and comply with such restrictions or prohibitions on their use as the Enterprise may from time to time establish.
- 5.12.9 Supplier shall report to the Enterprise any suspected data breach immediately following detection.
- 5.12.10 Any critical cyber incidents shall be notified directly to the Enterprise in a timely manner and where required the Supplier will notify all relevant authorities to the cyber incident.
- 5.12.11 Any cloud service shall meet the requirements as specified in SEC-REF-4031, Cloud Security Standard, or any of its associated support documents. Approval for moving any service or part-there-of to a cloud-based solution must first be approved by ENEC Operations Security.

5.13 The Anti-Fraud and Misconduct Program (AFMP)

- 5.13.1 As part of the Enterprise's continuous commitment to adhere to the highest standards of business ethics and professional conduct, free from any acts of Fraud or misconduct, the Enterprise has implemented its Anti-Fraud and Misconduct Program.
- 5.13.2 The Enterprise's AFMP provides a mechanism for reporting potential activities or behaviors which may be construed as misconduct or fraudulent, for example unfair practices in the procurement process of the Enterprise including pre qualifications, bid evaluations, and contract award, bribery/corruption, etc., which may result in financial loss or damage the safety culture and reputation of the Enterprise and its Employees.
- 5.13.3 Information regarding the Enterprise's AFMP and reporting guidelines including the reporting system and whistleblowing hotline is provided on ENEC's website at www.enec.gov.ae under the Ethics Point link located at the header and footer of the webpage.
- 5.13.4 The Enterprise expects its Suppliers to report any activities and behaviors which fall under the Enterprise's AFMP.
- 5.13.5 The Enterprise prohibits retaliation against a Supplier or representative who reports a concern or is involved in an investigation. The Enterprise will not tolerate retaliation against any personnel for reporting concerns in good faith. The acts of retaliation, if any, will be investigated and the perpetrators are subject to disciplinary measures.

5.14 Engagement with External Parties

5.14.1 News/Media

- A. No Supplier shall issue any external communications (such as press releases, news bulletins or articles) and engage with the media to disclose any information related to the commercial relationship with the Enterprise or represent the Enterprise unless written consent is provided by the Enterprise Communications Department, which will be at their sole discretion.

5.14.2 Social Media

- A. No Supplier shall disclose any information related to the commercial relationship with the Enterprise or represent the Enterprise on any social media platforms unless written consent is provided by the Enterprise Communications Department, at their sole discretion. Supplier shall have processes in place to ensure that the use of social media by their workforce or representatives does not communicate any information about the Enterprise or the UAE Peaceful Nuclear Energy Program, nor negatively affect the Enterprise's image or reputation. Processes should specifically ensure against the following:
 - 1. Representation of any content in any social media regarding the Enterprise without prior written approval from the Enterprise Communications Department.

5.14.2A (continued)

2. Posting content about the Enterprise Employees, stakeholders, Suppliers or affiliates that is derogatory or in contravention of any standards in this Code of Conduct.
3. Posting photographs or video of any areas of the Enterprise's premises, processes or operation without prior approval from the Enterprise Communications Department.
4. Use of the Enterprise's logo or proprietary graphics in a way that suggests representation of the Enterprise.

5.15 General Management and Administration

5.15.1 Enterprise Assets such as computers, telephones and mobile phones, fax machines, copy machines, conference rooms, vehicles, equipment, tools and similar assets are for the Enterprise's use only, unless explicit permission to use them has been obtained in advance from the Enterprise.

5.15.2 Computer and System Security

- A. Suppliers who have access to the Enterprise's information systems are responsible for ensuring the security of those systems by identifying and complying with applicable Enterprise information and cyber security policies and standards. Applicable requirements include ensuring the following:
1. Computer accounts, passwords and other types of authorization are assigned to authorized users and must not be shared with or divulged to others. Authorized users will be held accountable for all actions taken on their system with their user identification.
 2. Internet access is not used to conduct personal business, play computer games, conduct political campaigns or for personal gain.
 3. Inappropriate or pirated content is not stored on Enterprise equipment nor transmitted through Enterprise networks.
 4. Only approved, authorized and properly licensed software is used on Enterprise computer systems.
 5. No attempts are made to circumvent or attack security controls on a computer system or network.
 6. Enterprise-issued equipment is protected from unauthorized access and theft at all times, including locking the computer screen when the computer or laptop is left unattended.

5.15.3 Records Retention

- A. If Supplier generates or receives information, data or records pertaining to the Enterprise as a result of the work performed by Supplier, Supplier must ensure that those records are returned back to the Enterprise pursuant to the fulfillment of the Enterprise's requirements.

5.16 Adherence to the Supplier Code of Conduct

- 5.16.1 The standards of conduct described in this Code are critical to the ongoing success of the Enterprise's relationship with the Supplier. Supplier shall support compliance with this Code by establishing pertinent policies and processes appropriate for the nature and scale of operations.
- 5.16.2 Supplier shall report to the Enterprise any suspected data breach immediately following detection.
- 5.16.3 If the Suppliers have business related concerns, they are required to report such concerns to compliance@enec.ae, such as in case of a request to commence work without an approved Contract in place. All reported concerns are handled confidentially.
- 5.16.4 Non-adherence or violations to any requirement of this Code will be treated as a breach and the Enterprise reserves the right to disqualify the Supplier from the approved Suppliers list or from the tender and cancel the successful bid in case the Contract has not been executed, and terminate the Contract in whole or part, along with the retention of any performance bonds and suspension of the Supplier and subcontractors from engaging with the Enterprise in the current and future activities.
- 5.16.5 Audits
 - A. The Enterprise or its appointed agents shall have the right to audit compliance to this Code at any point during the tenure of the Contract, as given in the terms and conditions of the Contract.

6.0 **ATTACHMENTS**

None