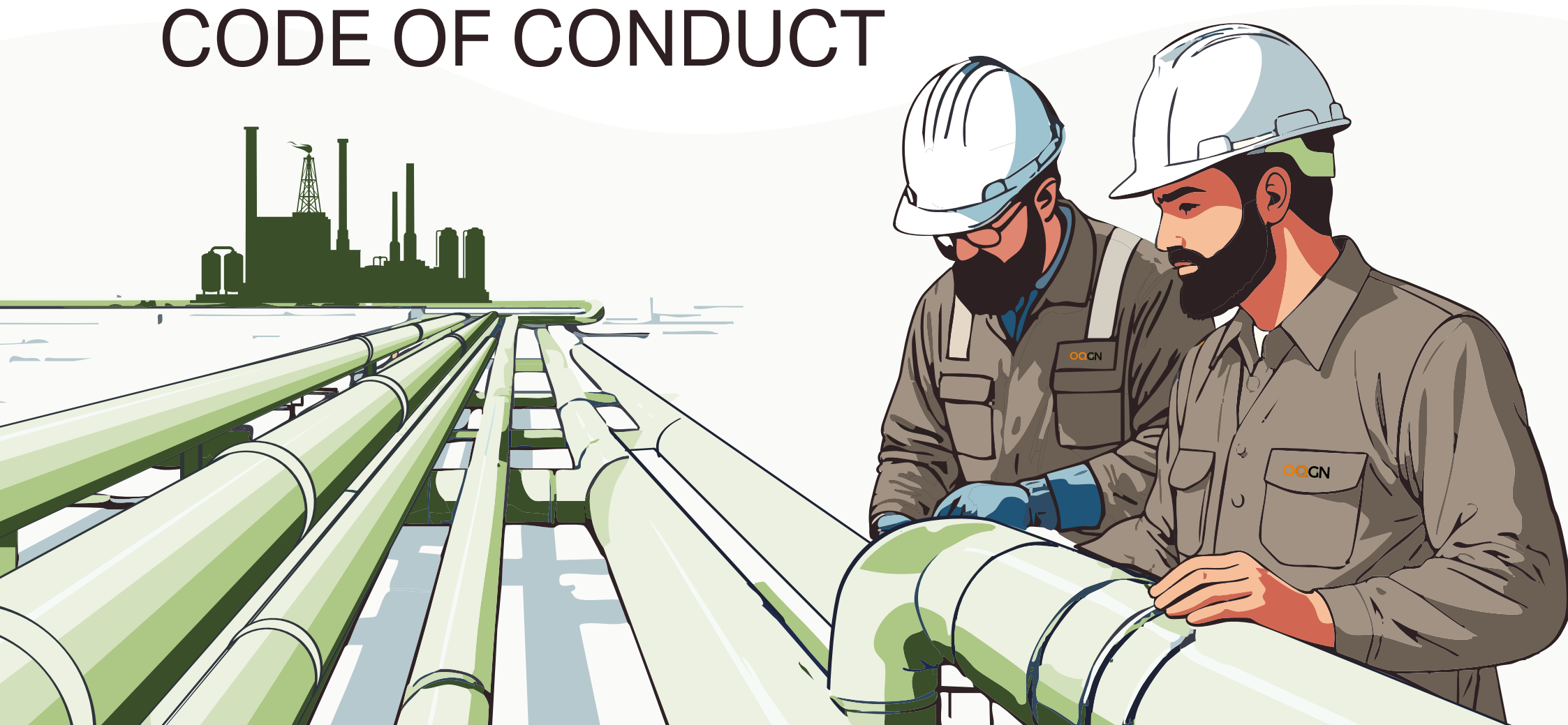




THIRD-PARTY CODE OF CONDUCT





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1.0 About our Third-Party Code of Conduct

1.1 Who does it apply to?

- 1.1.1** This Third-Party Code of Conduct (also referred to as “Third Party Code”) embodies the policies under which Partner of OQ Gas Network Company SAOG (also referred to as “OQGN” or the “Company”) shall operate. This Third Party Code provides the framework and guidance for open, honest, ethical and principled conduct by Partners.

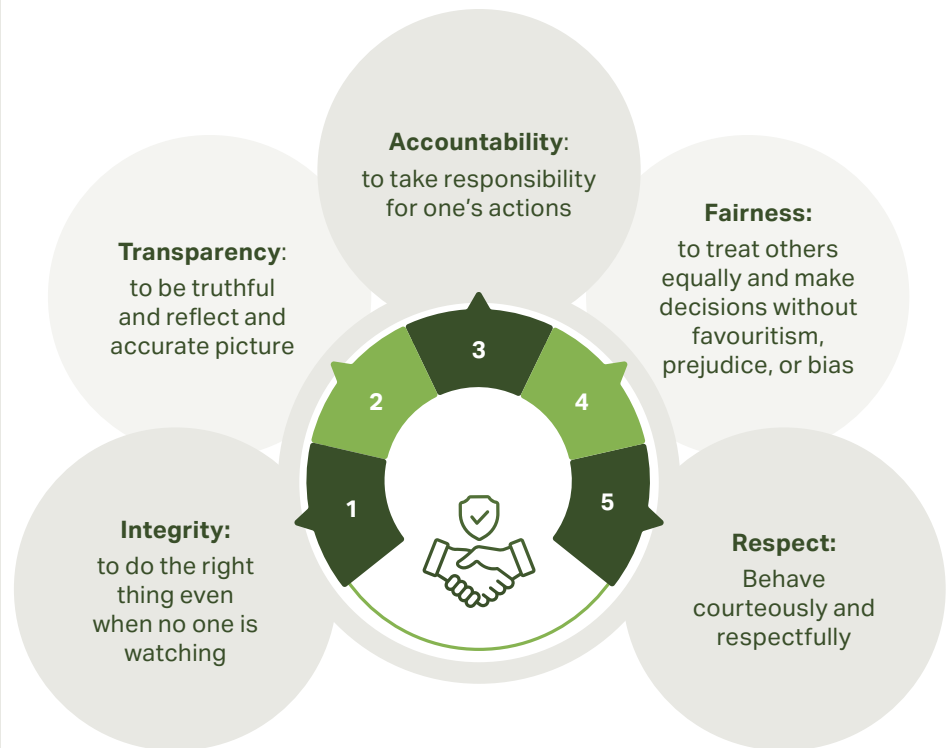
1.2 Applicability

- 1.2.1** OQGN shall be subject to the laws and regulations of different countries as applicable. The Third Party Code establishes a set of business conduct that applies to Partners. Laws and regulations shall prevail over this manual wherever they differ.

1.3 Compliance with Third-Party Code

- 1.3.1** OQGN recognizes compliance with the Third-Party Code as a foundation to maintaining the Company’s relationship with its Partners and reserves the right to assess Partner’s compliance with this document.

- 1.3.2** Partners shall be required to operate and conduct their decisions and actions based on the following principles:





1.0 About our Third-Party Code of Conduct

- 1.3.3 Partners shall maintain adequate and accurate financial and business records.
- 1.3.4 Partners shall be responsible to inform its relevant stakeholder about the Third-Party Code and ensure compliance.
- 1.3.5 Partner shall carry out their activities in a transparent manner to ensure prevention of unlawful acts including, but not limited to Corruption, Bribery, and extortion acts.

1.4 Consequences for non-compliance

In case of a breach of the Third-Party Code, OQGN reserves its right to demand clarification of the facts and initiation of countermeasures by the Partner. In the event of a failure to provide evidence that corrective action has been initiated, or in the event that the breach is so significant that OQGN cannot be reasonably expected to continue the business relationship, OQGN reserves the right to terminate the relationship with Partner subject to applicable laws.

1.5 Ethical dilemma

- 1.5.1 Partner may encounter ethical dilemma wherein they may make error or wrong judgement. Under such circumstances following questions shall be considered as a minimum, by Partners, before taking any action.

- Is it legal?
- Is it consistent with the Third-Party Code?
- Is it ethical?
- Have I understood the potential risks?
- Would I want to read about it in the newspaper?

- 1.5.2 If the answer is "no" to any of the above questions, Partner shall refrain from carrying out any such action.





1.0 About our Third-Party Code of Conduct

1.6 Administration of the Code

- 1.6.1** The Third-Party Code sets out the rules, mandatory practices, and serves as a guide to recognize and deal with ethical issues, provide mechanisms to report unethical conduct and help foster a culture of ethics and compliance among Partners. It is designed to ensure consistency in Partners' conduct.
- 1.6.2** The Third-Party Code shall not be limited to the topics addressed herein and OQGN may update it from time to time for improvements emerging from market standards, or legal, regulatory and internal enhancements.
- 1.6.3** Partners shall acknowledge and confirm that they have read the Third-Party Code and agree to follow its provisions. Failure to read the Third-Party Code or confirm acknowledgement does not excuse Partners from compliance with the Third-Party Code.

2.0 Responsibility of Partners

Partners shall:

- Confirm that they have read and understood the Third-Party Code.
- Adhere to all applicable laws and requirements.
- Avoid situations that could lead to conflict between personal interests and the interests of OQGN and disclose such conflicts.
- Adhere to socially accepted ethical principles pertaining to ethical and moral human behaviour in various situations.
- Report any and every possible breach of the Third-Party Code.
- Use the Whistleblowing portal available on the official website of OQGN to report with supporting evidence any un-ethical behaviour concerning OQGN.



3.0 Human Rights and Working Conditions

- 3.1.1** OQGN values human rights and expects its Partners to always treat people fairly, with dignity and respect. The Company is committed to ensuring high-quality working conditions in line with internationally recognized principles on labor and human rights.
- 3.1.2** OQGN and its Partners shall value diversity and refrain from any form of bias, prejudice, discrimination, and harassment.
- 3.1.3** OQGN expects its Partners to operate within the framework of, but not limited to:
- Oman Labour Law and other applicable laws and regulations;
 - The United Nations Universal Declaration of Human Rights; and
 - The Fundamental Convention of the International Labour Organization.
- Partners shall comply with all applicable laws related to human rights and working conditions.
- 3.1.4** Partners shall respect and promote human rights in their supply chain and workplace by taking appropriate measures to prevent, mitigate and remedy violations of applicable laws and this Third Party Code.
- 3.1.5** Partners shall, to the extent permitted by law, not discriminate trade unions and the right of workers to organize and bargain collectively.

4.0 Wages and benefits

- 4.1.1** Partners shall ensure that wages and benefits paid to the staff shall be in line with the applicable labour laws and strive to offer competitive wages and benefits packages.
- 4.1.2** This includes but is not limited to, regular wages, overtime pay, vacation time, sick leave, and other relevant benefits as mandated by law or offered by the Partner.





5.0 Working Hours

- 5.1.1** Partners shall comply with working hours established by applicable labour laws and strive to ensure working hours are reasonable and do not exceed legal limits. In the absence of a standardized working hour across all Partner locations, local labour laws will dictate the maximum allowable working hours.



6.0 Health, Safety and Security

- 6.1.1** QQGN and its Partners shall be committed to providing an incident and injury free workplace and protect the health and safety of its Personnel and staff.
- 6.1.2** QQGN expects Partners to comply with all applicable laws and regulations related to health, safety and environmental protection.
- 6.1.3** While working on QQGN premises or sites, Partners shall also comply with any QQGN site specific safety standards, systems and procedures.
- 6.1.4** Partner shall ensure a safe working environment for its staff by providing safety training, establishing reporting procedures for accidents and near misses, and implementing safe work practices to create awareness on accident prevention and minimization of health risks.

Partners shall strive for best market practices to promote a healthy and safe work environment.

Partners shall, where necessary for incident minimization purposes, continuously adopt and monitor solutions and technologies to identify, assess and mitigate exposure to occupational health and safety risks.

- 6.1.5** Partners shall, where necessary to ensure the health and safety of workers, provide first aid means to their staff by providing adequate health care facilities.
- 6.1.6** Partners shall have emergency preparedness plans in place to address potential incidents.
- 6.1.7** Partners shall not allow their staff to work under the influence of alcohol and drugs that compromises the sanctity and safety of the work environment and effectiveness of work.



7.0 Environmental Protection

- 7.1.1** OQGN and its Partners shall be committed to minimizing their environmental impact and promoting environmental responsibility throughout their operations.
- 7.1.2** Partners shall comply with all applicable environmental laws and regulations.
- 7.1.3** In addition to legal compliance, Partners shall strive to reduce their environmental footprint by:
- Implementing energy efficiency measures.
 - Minimizing waste generation through source reduction and recycling.
 - Adopting Responsible waste disposal practices.
 - Reducing water consumption.
 - Minimizing air and water pollution through emission control practices.
 - Managing the use and disposal of chemicals and hazardous materials responsibly.

8.0 Relationship with Society

- 8.1.1** OQGN and its Partners shall be committed to building positive and respectful relationships with the communities near their operations.
- 8.1.2** Partners shall strive to:
- Promote Safety in local communities where they operate.
 - Foster Diversity and Inclusion.
 - Respect Social Values: Respect local customs, traditions, and cultural heritage.
 - Consider social development projects that benefit the community.



9.0 Open and Transparent

- 9.1.1** OQGN and its Partners shall be committed to engaging in an open and transparent dialogue. This includes actively listening to each other's concerns and fostering a collaborative approach to problem-solving.



10.0 Conflict of Interest

- 10.1.1** Partners shall not expose the Company to legal liability, public criticism, or harm any of the operations, activities, or the reputation of the Company, due to any conflict of interest.
- 10.1.2** Partners shall not prioritize outside interests, activities and influences that may not be in the best interests of the Company.
- 10.1.3** Partner shall disclose to OQGN any personal relationships (such as First Degree Relative and Relatives), with Personnel involved in the purchase or sales process prior to entering into a negotiation with the Company or when the relationships arise during their dealings with OQGN.
- 10.1.4** Any conflict arising subsequent to business relationship shall be communicated to OQGN within 2 working days of occurrence of such conflict.
- 10.1.5** Any ownership or beneficial interest in the Partner's business, by a Public Official, representative of a political party, OQGN Personnel or a family member of OQGN Personnel should be declared by the Partner, prior to initiating any business relationship with the Partner or disclosed immediately upon arising of any such conflict.



11.0 Confidentiality and Data Protection

- 11.1.1** Partners shall preserve the integrity of the Confidential Information they may receive as a consequence of their relationship with OQGN.
- 11.1.2** Partner shall never disclose (i.e., even after the end of their association or contract with OQGN) Confidential Information relating to OQGN to any media or on social media or any person outside or within the Company except if required by applicable law.
- 11.1.3** Confidential Information shall include but is not limited to:
- Financial or commercial relationships;
 - Trade secrets;
 - Business strategies;
 - Personnel data; and
 - Non-public Material/ Price-sensitive Information.
- 11.1.4** Partners shall:
- Maintain confidentiality of restricted and internal use information to which they may have access due to the Company's business relationship;
 - Conduct their activities in compliance with applicable laws and regulations for protection of data, including personal data;
 - Strive to act and apply good practices, procedures, means and technologies that ensure the protection of data; and
 - Shall prevent the occurrence of breaches of privacy by undertaking reasonable measures to protect the Confidential Information they possess against potential cyber threats and attacks.

12.0 Bribery and Corruption

- 12.1.1** OQGN has zero tolerance for any form of Bribery and Corruption and will terminate any business relationship with a Partner involved in any Corruption or Bribery activity.
- 12.1.2** OQGN expects its Partners to comply with all applicable Anti-Corruption and Bribery laws.
- 12.1.3** Partners shall ensure that their staff, subcontractors, or representatives do not offer, promise or grant any illegal benefits, favors, inappropriate Gifts, Entertainment and Hospitality or Facilitation Payments to an individual, company (including OQGN) or Public Official with the intention to unduly influence or facilitate a business decision or an official act.
- 12.1.4** Partners shall not perform any such act to obtain an improper or unfair advantage that would damage OQGN's reputation.



13.0 Anti-Trust and Fair Competition

- 13.1.1** OQGN maintains a strong commitment to comply with the competition laws applicable to its business.
- 13.1.2** OQGN expects the Partners to comply with all applicable laws related to anti-trust and competition.
- 13.1.3** Partners shall act with integrity and strive to build a business environment that mitigates risk of fraud, manipulation, and non-compliance with competition laws.
- 13.1.4** Partner shall refrain from business malpractices or attempts to influence the outcome of the Company's decisions.

14.0 Trade Compliance

- 14.1.1** OQGN and its Partner shall ensure that they comply with the applicable trade laws and regulations.
- 14.1.2** Such trade regulations include the enforcement of sanctions, whereby OQGN and its Partner must refrain from dealing with any sanctioned entities as imposed by the Omani legal and regulatory framework.
- 14.1.3** OQGN shall not support nor facilitate Money Laundering or terrorist financing in any form.
- 14.1.4** Partner shall strive to act diligently and carefully to conduct activities in compliance with applicable Anti-Money Laundering and Terrorist Financing laws and regulations.
- 14.1.5** Partners shall implement an effective risk management and internal controls to prevent Money Laundering and Terrorist Financing activities.



15.0 Whistleblowing

- 15.1.1** OQGN strives to uphold its ethical standards, values and encourages Partners to report any concern of Alleged Misconduct.
- 15.1.2** OQGN handles reported Alleged Misconduct in an impartial and objective manner. All allegations shall be supported with sufficient information to enable a fair and effective investigation of the Alleged Misconduct. Partners shall not falsely accuse or retaliate towards OQGN Personnel during the investigation of the Alleged Misconduct. Any such attempts shall be considered as the violation of the Third-Party Code.
- 15.1.3** OQGN adopts a non-retaliation policy and shall not take any retaliatory action against a whistleblower for having reported Alleged Misconduct or approach the whistleblower with negative attitude. Any person who reports Alleged Misconduct in the correct manner as prescribed in this section, shall be given equal and fair treatment in support of the decision taken.

16.0 Signature and Acknowledgement

- 16.1.1** OQGN may assess the Partners commitment to the Third-Party Code by obtaining written acknowledgement of compliance during the tenure of the relationship.





17.0 Definitions

- **Alleged Misconduct:** Misconducts that should be reported via the Whistleblowing reporting channel. It includes, as a minimum:
 - a. Conduct which is unethical, illegal, dishonest, fraudulent, or corrupt.
 - b. Acts resulting in miscarriage of justice.
 - c. A material or persistent breach of the Third Party Code or internal policies.
 - d. Acts or omissions leading to a danger to health, safety, or environment.
 - e. Forging official documents.
 - f. Accepting incentives from other persons, both inside and outside the Company, in return for giving any business on beneficial terms.
 - g. Maintaining improper record of financial accounting, reporting, and auditing.
 - h. Deliberate manipulation of information driven by personal incentives, financial information or company data, misrepresentation of financial statements or fraudulent financial reporting.
 - i. Disclosure of confidential / proprietary information to unauthorized Personnel and/or using confidential / proprietary information acquired during one's work for personal advantage.
 - j. Misappropriating or abusing the Company's property or assets.
 - k. Harassment, discrimination, victimization and bullying.
 - l. Personal interest in the whistleblowing incident.
 - m. Violations or irregularities or suspicious acts or malpractices.
- **BOD:** Board of Directors.
- **Bribery:** Bribery is the acceptance of, the promise to give, or the giving of any Advantage, whether directly or through intermediaries, to someone holding a public office or to someone in business with the intention to obtain an unlawful benefit in return for the bribe.
- **Confidential Information:** refers to any information that is not publicly known and that would give a business a competitive advantage or could be used to harm the company if it were to become public. This could include information about the company's finances, trade secrets, customers etc.
- **Corruption:** Corruption is the misuse of entrusted power (such as politicians and government officials) for private benefit. Corruption is not only limited to Bribery but can also include embezzlement, abuse of power, fraud, deception, nepotism, and collusion.
- **Gift:** A Gift is "anything of value" either material or immaterial, that is given or received without the expectation of payment, service, or favor in return. This may include items such as money, goods, or vouchers as well as discounts or intangible benefits such as special treatment or access.
- **Entertainment:** Attendance at social, cultural or social events, together with a business partner.
- **Hospitality:** Meals, drinks, as well as lodging and travel expenses.
- **Facilitation Payments:** Facilitation payments are small payments or fees requested by Public Officials to speed up or facilitate the performance of routine government action.
- **First Degree Relative:** Includes the father, mother, sons, daughters and spouse.



17.0 Definitions

- **Harassment:** A series of several attacks through rude and inappropriate words or gestures, malicious comments, prejudiced or discriminatory insults, bullying, intimidation, rumours, and inadequate jokes that humiliate the staff and affect their professional relations.
- **Material Information:** Material Information means that information which if disclosed are price sensitive and that would impact investment decisions of market participants or market trends.
- **Money Laundering:** Refers to the process used to disguise the source of money or assets derived from criminal activity so that they appear to have originated from legitimate sources.
- **Partner:** Partner includes but is not limited any distributor, agent, significant third-party vendor, supplier, customer and partner that has a business relationship with OQGN.
- **Personnel:** Any employee and executive staff employed with or appointed to OQGN, as well as any agent or person working under contract that occupies a permanent or temporary position within OQGN, such as seconded staff or staff sourced from manpower contractors.
- **Public Official:** A public official is anyone in a position of official authority that is conferred by a state, i.e., someone who holds a legislative, administrative, or judicial position of any kind, whether appointed or elected. According to Oman Penal Law, the following persons are deemed as Public Officials:
 - a. Every person holding a government position.
 - b. Members of Majlis Oman and members of municipal councils.
 - c. Every person assigned a specific task by a competent public authority within the limits of his assignment.
 - d. Representatives of the Government in companies, and employees of companies wholly owned by the Government or those to which the Government contributes more than (40%) forty per cent of its capital.
 - e. Members of the boards of directors of Omani civil associations of public benefit.
- **Relative:** With respect to any Personnel, the spouse, children, siblings (whether by the whole or halfblood including adopted children and step siblings), lineal descendants and ancestors (e. g. parents, grandparents, grandchildren) and in-law's, cousins, sibling's lineal descendants (e.g., nieces or nephews) and parent's siblings (uncles, aunts).

OQGN