

## Anti-Bribery & Anti-Corruption Policy

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## POLICY STATEMENT

Emirates Telecommunications Group Company P.J.S.C. (“e&”, “Etisalat”, or the “Company”) believes the way it achieves results is as important as the results themselves. e& is committed to conducting its operations around the globe ethically, transparently and in compliance with all applicable laws.

As part of this commitment, it is important that we act with integrity in all that we do. To that end, we will not tolerate acts of Bribery, Corruption or the like. We prohibit the giving or receiving of payments or other items of value for the purpose of improperly obtaining or retaining a business or commercial advantage or with the intention of improperly influencing or affecting any governmental or private act or decision.

Vigilance in complying with all applicable anti-corruption and anti-bribery laws is critical as e& conducts increasingly more business throughout the world.

I urge you to read and familiarise yourself with this policy and ensure compliance with this policy at all times and, if ever in doubt, ask before you act.

Hatem Dowidar,

Group CEO

### I. PURPOSE

1. Bribery or Corruption could subject e&, its Employees and Authorised Representatives to legal liability, including severe criminal penalties, and could damage e&’s business and reputation. e& is committed to abide by all applicable anti-bribery and anti-corruption laws and expects anyone doing business for or on its behalf to abide by such applicable laws too.
2. This Anti-Bribery and Anti-Corruption Policy (the “Policy”) is designed to ensure e&’s compliance with all applicable anti-Bribery and anti-corruption laws and to establish good practices to prevent Bribery and Corruption across the business.
3. The Policy details the principles and responsibilities for e& and those working on its behalf requiring abiding by the Policy and complying with our zero-tolerance approach towards Bribery and Corruption.
4. The Policy provides information and guidance on how to recognise and deal with Bribery and Corruption issues. Finally, this Policy aims to provide a unified, consistent and practical approach to anti-bribery and anti-corruption through the development of an effective framework and reviewing and achieving e&’s anti-bribery objectives and requirements.

### II. SCOPE

1. This Policy applies globally to e&, its board members, and Employees.
2. Subject to applicable laws in the relevant jurisdictions, e& aims and shall endeavour to ensure that all of its Operating Companies (the “OpCos”), partnerships, joint ventures, and affiliated companies adopt and implement the Policy or a substantially similar policy.
3. All Authorised Representatives, wherever located are also subject to this Policy.
4. We expect our Business Partners to adhere to applicable laws and e&’s policies on business dealings.
5. The Policy should be read in conjunction with e& Code of Conduct and in reference to Ethics and Compliance Charter. Where necessary, this Policy may be supplemented with local guidance prepared by the local ethics and compliance teams.

### III. POLICY FRAMEWORK

1. e& conducts its business in many countries. In every country/jurisdiction where we operate, it is unlawful to offer, promise or give anything of value to a Government or Public Official for the purpose of improperly obtaining or retaining business or gain an unfair competitive advantage. In many countries, private

commercial Bribery is also prohibited. Numerous international laws and treaties have been adopted in recent years that prohibit a variety of corrupt practices, such as general Bribery, kickbacks, facilitation payments, corrupt hiring, gifts and hospitality aimed to unlawfully influence decisions, among other things.

2. In setting out the principles included in this Policy, particular attention has been paid to the global socialisation of anti-bribery and anti-corruption standards and the requirements of:
  - A. the UAE Penal Code;
  - B. the United States Foreign Corrupt Practices Act (FCPA);
  - C. the United Kingdom Bribery Act;
  - D. the Organisation of Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; and
  - E. the EU Convention on the Fight Against Corruption Involving Officials of Member States of the EU.

#### IV. RESPONSIBILITY

##### 1. Roles and Responsibilities.

- A. All Employees must read and understand the Policy diligently.
- B. All Employees are responsible for adhering to and complying with the Policy.
- C. It is the Employees' responsibility to familiarise themselves with the legal standards and restrictions applicable to their assigned duties, including this Policy, the Code of Conduct, the Gift, Entertainment and Hospitality Policy, the Third Party Due Diligence and Engagement Policy, the Conflict of Interest Policy, the Global Whistle Blowing Policy, the standards of the Employee's country of origin, the standards of the country where work is performed, and all Employees shall conduct themselves in accordance with these standards.
- D. Unless contrary to local laws and regulations, Employees and Authorised Representatives must report immediately any actual or suspected violations (based on reasonable belief) of this Policy or any anti-corruption or anti-bribery laws in good faith without fear of reprisal by e&, its Employee or Third Party. Reports of actual or suspected violations can be made to your manager, Human Resources, Ethics and Compliance or through e& official whistleblower channels (whistleblower@eand.com or hotline +971 800 2002 or +971 4 371 7442). For more information, please see the Global Whistle Blowing Policy.
- E. Failure to report misconduct or a reasonable suspicion of misconduct may be considered a violation of this Policy. If in doubt about whether an action constitutes misconduct, please contact Ethics and Compliance or official whistleblower channels (whistleblower@eand.com or hotline +971 800 2002 or +971 4 371 7442).
- F. The Group Chief Legal & Compliance Officer is responsible for enforcing this Policy and all related compliance policies.

##### 2. Key Policy Pillars.

- A. General Requirements to Prevent Corruption and Bribery.
  - (i) Neither e&, nor its Employees or Authorised Representatives may directly or indirectly offer, promise, authorise or pay Anything of Value to any Government Official or any other person or entity (including those in the private sector), where the purpose is to improperly induce the recipient to take or to refrain from taking an action that would result in a Commercial Advantage to e&, its OpCos or any other party. These restrictions apply both directly as well as indirectly (e.g. offering, promising, authorising and paying Anything of Value to family members, close associates or favoured organisations of Government Officials or any other persons or entities (including those in the private sector) as well as charities or not-for-profit institutions that may be associated in any way or form to family members, close associates or favoured organisations of Government Officials

or any other persons or entities when done with the purpose to unlawfully induce to make or abstain from a certain decision).

- (ii) No Employee or Authorised Representative may directly or indirectly seek, receive or accept Anything of Value where the purpose is to improperly induce the Employee or Authorised Representative to take or to refrain from taking an action that would result in a Commercial Advantage to the person or entity providing Anything of Value, its subsidiaries or any other party.
- (iii) e&, Employees and Authorised Representatives are required to comply with applicable anti-bribery and anti-corruption laws, among others, the UAE Penal Law and other applicable anti-bribery and anti-corruption laws and regulations of the UAE and other countries or jurisdictions where they operate or where the company falls under a jurisdiction.
- (iv) Gifts, entertainment, or hospitality (the "**Gifts**") must be reasonable and for legitimate business purposes. e& Employees and Authorised Representatives shall not provide and/or receive any Gifts to or from any Third Party, Government or Public official, or a family member of a Government or Public Official to gain unfair business advantage for e& or a Third Party.
- (v) Gifts of cash or cash equivalents (such as Gift certificates, Gift cards, vouchers, sponsored recreation/leisure tours/vacation/entertainment activities or loans) are never permitted to be given by e& Employees or Authorised Representatives to or for the benefit of any Third Party unless expressly authorised in writing by Ethics and Compliance.
- (vi) To ensure that the Gifts received or given by Employees and Authorised Representatives are within acceptable limits and are not perceived to be bribes, you should review and comply with e& Gifts, Entertainment and Hospitality Policy prior to giving or receiving any Gifts on e&'s behalf. In addition, Employees and Authorised Representatives shall always refer to country specific Gift requirements for further guidance.
- (vii) Actions that would create the appearance of impropriety should be avoided. For example, e& does not sponsor the travel of Third Party employees or representatives without proper internal review and approval. When employees of Third Party are accompanying e& on business travel, they are generally expected to pay for their own travel expenses including meals, entertainment and hospitality, unless it is pre-approved. Similarly, e& does not accept any sponsored trips or Gifts from Third Parties without proper registration and pre-authorisation (depending on the predefined threshold in the Gifts, Entertainment and Hospitality Policy). In situations where we e& Employees are accompanying Third Party employees to an event or on business travel, it is generally expected to pay for our own expenses.
- (viii) It is important to know the companies and individuals that e& is working with. Awarding contracts to friends or family members of Government Officials can give the appearance of impropriety or Bribery in some situations and, as a result, requires mitigation measures to be put in place.
- (ix) All payments to government-owned entities (e.g. state-owned media, agencies, offices) must be for the legitimate delivery of our goods and services. Many government agencies have harsh penalties for companies that improperly bill the government. Payments that are made to gain or retain an improper business advantage are prohibited. Where necessary, you shall be prepared to submit documentation about the goods and services that were provided with information such as the type of products, quantity, date of delivery, name of the contact at the government-owned entity and similar information.
- (x) No Employee or Authorised Representative may pay or offer to pay any Facilitating Payments or "grease" payments to speed up or secure a routine government activity such as customs clearance or visa processing. Although some countries allow the use of Facilitating Payments, they are illegal under the Policy. The Facilitating Payments could have a serious impact on e&'s reputation and result in high penalties or prison sentences for employees who engage in such practices. If asked to pay Facilitating Payment, such requests must be denied and reported to the official whistleblower email or hotline in accordance with e& Global Whistle Blowing Policy.
- (xi) As a general rule, you should not make charitable or political donations of any kind on e&'s behalf that are not in line with e& CSR Strategy and without the prior approval of Brand & Communications and Ethics and Compliance. Please consult the Gifts, Entertainment and Hospitality Policy and contact Ethics and Compliance ([ethicsandcompliance@eand.com](mailto:ethicsandcompliance@eand.com)) before donating.

- (xii) If Government Officials are using their power to demand an illegal payment from e&, Employees or Authorised Representatives, do not yield to this demand and contact your manager who should be at least a Director, and/or Ethics and Compliance immediately. This is a case of extortion, and at e&, we do not give in to these demands. Sometimes, officials may use threats of delays or disruption to e&'s business to convince us to meet their demands. However, we never commit acts that are illegal or against our policies.
- (xiii) At e&, we record all transactions in our accounts and the Company systems accurately and in reasonable detail. All records need to be clear, concise, truthful, and accurately reflect the nature of a transaction as well as the use of resources. If transactions or payments are inaccurately recorded, this could have a serious impact on e&'s reputation and result in high penalties or prison sentences for Employees and Authorised Representatives. The laws concerning Bribery and Corruption in many countries require companies to keep accurate books and records in all circumstances. This means that companies must be very diligent in their record keeping and verify and track that money and resources were used for the stated purposes. We must never falsely classify, label, represent or otherwise be untruthful regarding the use or purpose of our resources, including money, equipment and all other expenditures. In many cases, Bribery and Corruption can be prevented if we can prevent or detect the improper use of our resources for corrupt purposes. Please refer to our policies on proper accounting controls for more information.
- (xiv) Recruitment decisions shall not be made for improper purposes. Do not provide internships, apprenticeships or jobs to candidates suggested by or affiliated to Government and Public Officials or Third Parties with the expectation of receiving a business advantage for e&. Please contact e& Human Resources or Ethics and Compliance if you have questions about the recruitment process for a role.
- (xv) Violating the Policy by Employees and Authorised Representatives to improve their performance rating in other areas (e.g. achieving a sales target) is unacceptable and will result in disciplinary and other actions.
- (xvi) e& shall conduct regular anti-bribery and anti-corruption risk assessments to identify and evaluate existing and new risks, mitigation measures and controls.

#### B. Managing Third Parties Risks.

- (i) Payments that e& is prohibited from making directly under this Policy cannot be made indirectly on e&'s behalf by any Authorised Representative, Business Partner or Third Party. Because anti-corruption and anti-bribery laws prohibit direct and indirect unlawful payments and offers, e& and its Employees may be held liable for the conduct of Authorised Representatives, Business Partners and overall Third Parties.
- (ii) It is a violation of this Policy to pay a Third Party where there is a solid reason to believe that such funds or their portion will finance or contribute to Bribery.
- (iii) In coordination with Ethics and Compliance and using a risk-based approach, e& is responsible for establishing satisfactory due diligence and monitoring procedures for its agents, representatives, consultants, distributors, resellers, vendors, suppliers, contractors, and all other respective Business Partners as outlined in the Third Party Due Diligence and Engagement Policy and the Third Party Risk Management Policy. Such due diligence procedures shall include a reasonable investigation into the Business Partners' background, reputation and business capabilities.
- (iv) During the due diligence process, Employees shall watch out for red flags, which may indicate that a Business Partner should not be retained. If an Employee notes any red flag or other such concern, the Employee shall immediately notify Procurement & Contracts, Ethics and Compliance and, where applicable, ERM teams.
- (v) Using a risk-based approach, e& shall endeavour to sign a contractual provision with Business Partners stating that they do not and will not engage in Bribery and/or corrupt activities. Any deviation from this rule is subject to the prior written approval of Ethics and Compliance.

- (vi) Employees must be careful when agreeing on fees and payment terms with agents, intermediaries, brokers, distributors and other Business Partners, as some types of compensation arrangements can be used or viewed as Bribery. The deliverables that are to be provided for the agreed upon fees must be clearly defined and documented. For example, descriptions of deliverables and payments to agents or consultants must be clear and accurate.
- (vii) Compensation to Intermediaries must be commercially reasonable and commensurate with the tasks that the Intermediaries undertake. Employees must ensure that compensation arrangements agreed with Business Partners are consistent with fair market value and associated with the legitimate supply of specific goods and/or services. Any performance-based reimbursement conditions shall be agreed on a contractual basis and must be consistent with e&'s policies.
- (viii) Payments that are vague or outside of regular payment practices or standards can be a sign that some of the payments are being used for improper purposes. We must avoid wilful ignorance of conduct that could be a high risk for misconduct.
- (ix) Commissions, rebates, sales discounts, bonuses and other similar payments should be carried out in accordance with adequately established accounting and finance procedures and criteria. Employees and Authorised Representatives must never make any side payments or other unauthorised use of e&'s funds. All forms of compensation must be properly approved, documented and processed in a way that accurately reflects the nature of transactions and must be free from any inaccurate, false or deceptive information or data. This is important because for a bribe to be paid, the funds must be taken from our company; if we can stop the flow of corrupt payments, we can prevent acts of Bribery in many situations. Any requests for additional bonuses, discounts or other payments must be properly authorised and documented in accordance with e& Accounting and Finance Manual.
- (x) All systems for tracking commissions, discounts, rebates and other payments must be properly used in line with established and approved procedures. Rebates to channel partners or customers must be made in accordance with established agreements and be properly tracked to ensure they are legitimate and allowed under our policies.
- (xi) The use of Marketing Development Funds must be done in accordance with e& policies and in accordance with local laws. No Marketing Development Funds may be used for illegal purposes. All transactions using these funds should be accurate and documented in accordance with proper accounting procedures.
- (xii) You should refer to e& Third Party Due Diligence and Engagement Policy and e& Third Party Risk Management Policy for more detailed guidance on this issue.
- (xiii) e& must ensure that any engagement and transaction with an Acquisition Target is conducted on an arm's length basis. All Acquisition Targets must also be subject to thorough anti-bribery and anti-corruption due diligence.

#### C. Avoiding and Managing Conflicts of Interest.

- (i) In some situations, engaging companies and individuals with a personal relationship with an Employee or an Authorised Representative on e&'s behalf can appear or constitute a Conflict of Interest. Should a Conflict of Interest arise, or an Employee or Authorised Representative becomes aware of its existence, the Employee or Authorised Representative must refrain from taking any decisions while the Conflict of Interest exists and must bring the matter to the attention of their manager, Human Resources and Ethics and Compliance.
- (ii) Employees and Third Parties shall avoid situations that may create a Conflict of Interest between e& and themselves.
- (iii) Employees and Third Parties shall never take advantage of their relationship with e& for personal gain or any other goal that may impact their judgement, loyalty or objectivity.
- (iv) Should a Conflict of Interest situation arise, or upon becoming aware of its existence, the

Employee or Third Party must bring the matter to the attention of their manager, Human Resources and Ethics and Compliance.

- (v) You should refer to e& Conflicts of Interest Policy for more detailed guidance on this matter.

### 3. Consequences for Non-Compliance.

- A. For e&: failure to ensure compliance with this Policy may subject e& to the following consequences, including but not limited to:

- (i) criminal or civil liabilities, including fines and imprisonment;
- (ii) serious reputational damage, including negative media attention;
- (iii) the unenforceability of contracts entered into as a result of Bribery, fraud, corrupt or illegal acts; and
- (iv) temporary/permanent loss of future opportunities.

- B. For Employees and Authorised Representatives:

- (i) Employees' and Authorised Representatives' failure to comply with this Policy may lead to disciplinary and corrective action up to and including termination. For Authorised Representatives, it may lead to termination of contracts, civil liability, disgorgement of profits, and other consequences. Likewise and as permitted by law, an Employee's or Authorised Representative's failure to report known or suspected wrongdoing of which the Employee or the Authorised Representative has knowledge of, by itself, subjects that Employee or Authorised Representative to disciplinary action up to and including termination or termination of contract, respectively. Any breach of applicable laws may subject the individual to civil and criminal penalties.
- (ii) Any reports and allegations on potential violations of the Policy shall be properly reviewed, assessed, where applicable, escalated, reported and disclosed in line with the Global Whistle Blowing Policy.

### 4. Non-Retaliation.

- A. e& Global Whistle Blowing Policy prohibits any form of retaliation against any person who, in good faith, submits a complaint or assists with an investigation into breaches of this Policy.
- B. Any Employee who attempts to prevent anyone from, or punish anyone for, submitting a complaint or assisting with an investigation will be subject to disciplinary action up to and including termination.
- C. If you face any retaliation from an e& Employee or Third Party as a result of your compliance with this Policy, please contact Ethics and Compliance immediately via email (ethicsandcompliance@eand.com).

## APPENDIX A: DEFINITIONS

**“Acquisition Target”:** any entity which e& considers acquiring either fully or partially.

**“Accurate Books and Records”:** as part of various laws, companies are required to create and maintain books and records which accurately and in reasonable detail reflect all their transactions. Companies may be held liable if payments are inaccurately recorded. All records need to be clear, concise, truthful, and accurately reflect the nature of transactions and the use of resources.

**“Anything of Value”:** includes, but is not limited to, cash, cash equivalents (such as Gift certificates, Gift cards, vouchers, loans, cryptocurrency, securities, bonds, cheques, gold, etc.), Gifts, travel, meals, entertainment, charitable and political donations, use of vehicles, accommodations, or valuable favours, such as educational, employment or other valuable opportunities for friends and relatives, discounted services, devices (including loyalty devices) and premium numbers. For the purposes of this Policy, Anything of Value term has no minimum value.



**"Authorised Representative":** any individual or a legal entity who is not an employee of e& but who is properly authorised, instructed, or contracted to act for or on behalf of e&. Where e& Employee has an obligation under this Policy, that obligation applies equally to an Authorised Representative.

**"Business Partner":** any entity or individual engaged by e& to act on e&'s behalf or to supply goods or to provide services to e&, including but not limited to vendors, suppliers, resellers, dealers, distributors, landlords, professional services providers, consultants, agents, brokers, and intermediaries.

**"Bribery" or "Corruption":** serious malpractices that can have severe legal consequences and other implications to the individuals involved as well as to their organisations. It occurs when one person offers, pays, seeks, promises, authorises or accepts a payment, Gift, favour, or a financial or other advantage from another to influence a business outcome improperly, to induce or reward improper conduct or to gain any commercial, contractual, regulatory or personal advantage. It can be direct or indirect through Third Parties.

**"Commercial Advantage":** a benefit which is construed broadly to include, by way of example only, obtaining or retaining business, obtaining preferential treatment or securing political, governmental, or business concessions.

**"Conflict of Interest":** may occur or appear to occur if personal interests (e.g. relationships, activities or obligations) of an Employee or an Authorised Representative are inconsistent or interfere with or have the potential to be inconsistent or interfere with, in any way, with (i) the interests of e& or (ii) the duties and obligations owed to e&. A Conflict of Interest may occur even without any unethical or improper behaviour.

**"Employee":** for the purposes of this Policy this includes all individuals working at all levels and grades (whether permanent, fixed-term or temporary), trainees, seconded staff, casual workers and agency staff, volunteers, interns, duly authorised agents, or any other person working under the supervision and associated with e&. For the purposes of this Policy, the definition of Employee also includes members of the board of directors.

**"Extortion":** the act of obtaining Anything of Value from a person/entity by using threats of harm or authority. This can include threats to personal safety as well as the person's surroundings or those of others.

**"Facilitating Payment":** is an expediting payment to a Government or Public official, political party, or party official for the purpose of expediting or securing the performance of an otherwise routine governmental action. These payments can be small cash payments to speed up the process of obtaining a visa, security, government services, or processing paperwork. Facilitating Payments are strictly prohibited for all employees or Third Parties acting on behalf of e&.

A **"Government Entity":** is any: a) government organisation; b) public international organisation (for example, the United Nations, World Bank, or International Monetary Fund); c) department, agency, or instrumentality of any government or any public international organisation; or d) company, entity, or other organisation owned or controlled by, or acting in an official capacity on behalf of any of the above.

**"Government Official" or "Public Official":** broadly construed to include:

- (a) any elected or appointed government official;
- (b) any employee or other person acting for or on behalf of a government official, agency, instrumentality, or enterprise that performs a government function;
- (c) any political party, officer, employee, or other person acting for or on behalf of a political party, or any candidate for public office; or
- (d) any employee or person acting for or on behalf of a public international organisation.

The terms also include any employee or other person acting for or on behalf of any entity that is wholly or partially government owned or controlled.

**"Intermediary":** includes but is not limited to agents, distributors, consultants, sales representatives, implementation partners and sales partners.

**"Marketing Development Funds":** funds that are typically provided to/from e& to/from manufacturers, distributors, or other companies to help promote their products or company. e& must treat these funds responsibly by accurately recording how the funds are being used and retaining the necessary documentation related to these transactions. The marketing development funds must never be used for acts of Bribery or Corruption and should always be used in a way that is in accordance with applicable laws and e& policies. Employees must follow all rules of e& as well as those companies providing the funds to e&.

**“Third Party”:** any individual or organisation e&’s Employees come into contact with during the course of their work at e&. This includes actual and potential customers, suppliers, business contacts, Intermediaries, government, and public bodies, including their advisors, representatives and officials, politicians and political parties.

**“Operating Company” or “OpCo”:** any joint stock company, corporation, partnership, joint venture, limited liability company or other business entity in which e& owns at least 50% of the ownership or controlling interests or has the power to appoint and dismiss the majority of the directors. OpCos also include business entities, the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, by e&.