TSAKOS ENERGY NAVIGATION LIMITED

SUPPLIERS' CODE OF CONDUCT

1. The Scope of the Suppliers' Code of Conduct

Tsakos Energy Navigation Limited ("TEN", the "Company") is committed to conducting business in an ethical, transparent, and responsible manner. We expect the same commitment from our suppliers. This Suppliers' Code of Conduct outlines the principles and standards that TEN suppliers must adhere to in their business operations and interactions with TEN.

This Code supports TEN's Environmental, Social and Governance (ESG) commitments and establishes proportionate expectations for responsible conduct across its supplier relationships.

2. Applicability

This Code applies to suppliers, vendors, contractors, consultants, agents and other third parties providing goods or services to (i) Tsakos Energy Navigation Limited and its subsidiaries or other controlled entities (collectively, the "Company"), or (ii) entities providing management or other services to the Company, including Tsakos Energy Management Limited and Tsakos Shipping & Trading S.A. (the "Management Companies"), where such goods or services relate to the Company's operations (each, a "Supplier").

The requirements of this Code shall be applied in a manner proportionate to the nature of the supplier relationship, the goods or services provided, and the applicable legal, operational, and ESG risk profile.

3. Ethical Business Practices

3.1 Integrity and Transparency

- Suppliers must conduct their business in an ethical manner, ensuring transparency and honesty in all interactions with TEN.
- All business activities must comply with applicable laws and regulations and, where relevant, with the internationally recognized standards expressly referenced in this Code.
- Suppliers shall maintain accurate records and relevant documentation, as appropriate to their activities and the goods or services provided to TEN. Information provided to TEN shall be accurate and complete in all material respects, and Suppliers shall promptly correct any material inaccuracies identified.

3.2 Prevention of Fraud and Corruption

- Suppliers must maintain zero tolerance for any form of bribery, corruption, extortion, or embezzlement.
- Suppliers are prohibited from offering, giving, soliciting, or receiving any form of bribe or kickback.
- Suppliers must not request, receive, or accept any improper advantage to obtain or retain business. They must also not offer or give any improper advantage to public officials or private sector entities to gain business advantages.

- Suppliers must not offer gifts or hospitality to TEN personnel or individuals acting on TEN's behalf, including personnel of the Management Companies, except for promotional items of nominal value or reasonable hospitality for legitimate business purposes. Suppliers must not pay for the travel or accommodation expenses of such persons.

3.3 Fair Competition

- Suppliers must engage in fair business practices, including respecting intellectual property rights and avoiding anticompetitive conduct.

3.4 Conflicts of Interest

- Suppliers shall avoid actual, potential, or perceived conflicts of interest and shall promptly disclose to TEN any personal, financial, ownership, employment, or other business relationship that could reasonably affect, or appear to affect, the impartial performance of their obligations to TEN.

3.5 ESG Governance and Accountability

- Suppliers shall assign appropriate responsibility for compliance with the requirements of this Code relevant to their activities, considering their size, operations and risk profile. Suppliers shall ensure that relevant personnel are informed of these requirements and receive appropriate training where necessary.

4. Labor and Human Rights

4.1 Freely Chosen Employment

- Suppliers must not use or benefit from slavery, servitude, forced, bonded or indentured labor, involuntary prison labor or human trafficking. Suppliers must not retain workers' identity documents, restrict workers' freedom of movement or require workers to pay recruitment fees as a condition of employment.

4.2 Child Labor

- Suppliers shall not employ any person below the applicable minimum legal working age or the age for completion of compulsory education, whichever provides greater protection. Persons under the age of 18 shall not perform hazardous work or work that may jeopardize their health, safety, education or development. Where child labor is identified, the Supplier shall implement an appropriate remediation process that protects the interests and welfare of the affected child.

4.3 Working Hours and Wages

- Suppliers must comply with applicable wage laws, including minimum wage, overtime, and legally mandated benefits.
- Working hours must not exceed the maximum set by local laws.

4.4 Non-Discrimination

- Suppliers must provide a workplace free of harassment and discrimination based on race, color, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, or marital status. Suppliers must also respect and protect the social, cultural, religious, and spiritual values of minorities, indigenous, and tribal peoples, actively managing and mitigating any adverse impacts on these communities.

4.5 Health and Safety

- Suppliers shall provide a safe and healthy work environment and comply with all applicable health and safety laws and regulations.

4.6 Freedom of Association & the Right to Collective Bargaining

- Suppliers recognize that employees are entitled to join or refrain from joining trade unions and to be represented for purposes of collective bargaining. Where applicable law restricts freedom of association or collective bargaining, Suppliers should permit lawful alternative means of worker representation, consultation and engagement without retaliation.

4.7 Human Rights and Labor Due Diligence

- Suppliers shall respect internationally recognized human rights and labor rights, including the rights reflected in the International Bill of Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work, and other applicable international standards.
- Suppliers shall take reasonable, risk-based measures to prevent and address adverse human rights impacts, meaning actual or potential harm that interferes with individuals' ability to exercise their internationally recognized human rights. Where Suppliers cause or contribute to such impacts, they shall take appropriate steps to cease or prevent harm and provide for or cooperate in remediation. Where impacts are directly linked to their operations, products or services through business relationships, Suppliers shall use reasonable efforts and available influence to prevent or mitigate them.
- Human rights due diligence shall be proportionate to the Supplier's size, sector, activities, geographic exposure and risk profile, giving priority to the most severe impacts, taking their likelihood into account.

5. Environmental Responsibility

5.1 Environmental Protection

- Suppliers shall comply with all applicable environmental laws, permits and regulatory requirements.
- Suppliers shall take reasonable measures to identify and assess adverse environmental impacts arising from their operations and, where relevant, their supply chains; prioritize such impacts based on their severity and likelihood; and prevent, mitigate, and reduce them as appropriate. Such impacts may include pollution and spills, including marine pollution, greenhouse gas emissions, energy and water use, waste and hazardous substances, biodiversity impacts, and resource consumption.

5.2 ESG and Sustainability Management, Environmental Due Diligence, and Climate-Related Information

- Suppliers are expected to maintain policies, procedures or practical management arrangements appropriate to their size, activities and risk profile to address relevant ethical, labor, human rights, environmental and governance matters.
- Suppliers shall, where relevant to the nature of their activities and the goods or services provided to TEN, measure, monitor, and, where appropriate, report on relevant ESG, environmental, and climate-related indicators and seek continuous improvement in their performance.

- Upon TEN's reasonable and risk-based request, Suppliers shall provide relevant and reasonably available data, documentation, assessments and improvement plans relating to their ESG, environmental and climate-related performance. Such information may include energy use, greenhouse gas emissions, waste generation, water consumption, environmental incidents, pollution prevention measures, climate transition initiatives, circular economy practices and resource efficiency measures.
- Suppliers shall cooperate with TEN's reasonable ESG data requests, due diligence reviews and supplier assessments and, where appropriate, implement proportionate improvement measures to support TEN's environmental and sustainability objectives across its value chain. Any such requests shall be subject to applicable law, legitimate confidentiality obligations, applicable data protection requirements, and appropriate protections for commercially sensitive information.

6. Quality Policies

6.1 Quality Management Systems

- Suppliers are expected to maintain quality controls appropriate to the nature and risks of the goods or services provided. Where justified, TEN may request ISO 9001 or equivalent certification, or other reasonable evidence of adequate quality management practices.
- Suppliers should periodically review their quality controls and address identified deficiencies, as appropriate.

7. Cybersecurity

7.1 Cybersecurity Measures

- Suppliers shall implement, maintain and regularly review appropriate technical and organizational cybersecurity measures proportionate to the nature, scope and risks associated with the goods or services provided to TEN. Such measures shall include, where relevant, access controls, secure configuration, vulnerability management, malware protection, network and system security, data backup, incident response, business continuity and disaster recovery arrangements, and safeguards for operational technology and remote access environments.
- Suppliers shall ensure that all subcontractors and third parties authorized to participate in the provision of goods or services to TEN are subject to equivalent cybersecurity obligations and maintain security measures proportionate to the risks associated with their activities. Upon TEN's reasonable request, Suppliers shall provide evidence of their cybersecurity controls and compliance arrangements.
- Suppliers shall notify TEN without undue delay, and in any event within twenty-four (24) hours of becoming aware of any actual or reasonably suspected cybersecurity incident that compromises, or could adversely affect, TEN's data, systems, credentials, operations or services. Suppliers shall fully cooperate with TEN in the investigation, containment, remediation and recovery of such incidents, provide relevant incident updates within seventy-two (72) hours, where appropriate, and submit a final incident report, including root cause analysis and corrective actions, within thirty (30) days.
- Suppliers shall comply with all applicable cybersecurity, information security and data protection laws and regulations. Suppliers shall maintain appropriate cybersecurity governance arrangements, designate personnel responsible for cybersecurity matters, and

identify, assess and mitigate cybersecurity risks throughout the duration of their engagement with TEN.

8. Personal Data Protection

8.1 Data Privacy

- Suppliers shall comply with all data protection and privacy laws applicable to their activities and, where applicable, the General Data Protection Regulation ("GDPR").
- Suppliers shall implement appropriate technical and organizational measures to protect personal data against unauthorized access, disclosure, alteration, or destruction.
- Suppliers shall notify TEN without undue delay upon becoming aware of a personal data breach affecting data processed for or on behalf of TEN, in accordance with applicable legal and contractual notification requirements.
- Where a Supplier processes personal data on behalf of TEN, it shall comply with the relevant contractual data protection requirements, process personal data only for authorized purposes and ensure that any authorized subprocessors maintain equivalent safeguards.

9. Supply Chain Management

9.1 Subcontractors

- Suppliers shall communicate equivalent requirements to relevant subcontractors and business partners involved in providing goods or services to TEN and shall take reasonable, risk-based measures to assess and address noncompliance. Depending on the nature and level of risk, such measures may include screening, contractual assurances, questionnaires, certifications, audits, corrective action plans, or termination of the relevant business relationship.

9.2 Sustainability Due Diligence and Responsible Supply Chain Conduct

- Suppliers shall apply reasonable, ongoing and risk-based sustainability due diligence measures proportionate to their size, activities, geographic exposure, supply chain complexity and the nature of the goods or services provided to TEN. Such measures may form part of existing management and operational practices.
- Where relevant, Suppliers shall:

  (a) Identify and assess actual and potential adverse human rights and environmental impacts associated with their operations and relevant supply chain relationships, considering the nature, severity and likelihood of such impacts;

  (b) Prioritize and address identified risks and impacts through appropriate preventive, mitigating or corrective measures, including engagement with relevant subcontractors and business partners where necessary;

  (c) Monitor and review the effectiveness of measures taken and make appropriate improvements where shortcomings or material changes in risk are identified.
- Suppliers shall cooperate with TEN's reasonable requests for information regarding relevant due diligence measures and material risks identified, subject to applicable confidentiality and data protection requirements.

10. Additional Provisions

10.1 Sanctions

- Suppliers shall comply with all applicable sanctions, export control, and trade restriction laws, including, where applicable, sanctions programs and other measures administered by the United Nations, the European Union, the United Kingdom, and the United States, insofar as they apply to the Supplier, TEN, the relevant transaction, or the goods or services provided.
- Suppliers shall not directly or indirectly circumvent applicable restrictions or involve prohibited persons, entities, vessels, goods, territories or transactions. Suppliers shall provide accurate and complete information concerning ownership and control, counterparties, origin, destination, end use and transportation assets where relevant to TEN's compliance assessment.
- Suppliers shall notify TEN promptly of any actual or suspected sanctions exposure, designation, investigation or significant change that could affect the goods or services provided to TEN.

10.2 Security Resources

- Suppliers shall apply appropriate selection and oversight processes when engaging security personnel or security service providers and shall take reasonable measures to prevent, mitigate and manage any associated human rights impacts.

10.3 Community Impact

- Suppliers must respect local communities and work to prevent and mitigate adverse impacts related to livelihoods, water use, emissions and land use.

10.4 Reportable ESG and Compliance Incidents

- Suppliers shall notify TEN without undue delay of any material breach of this Code or any actual or reasonably suspected serious human rights, environmental, health and safety, sanctions, anti-corruption, cybersecurity or data protection incident connected with goods or services provided to TEN or reasonably likely to materially affect TEN.
- Suppliers shall provide reasonably available information and cooperate in appropriate corrective or remedial measures.

11. Compliance and Monitoring

11.1 Audits and Assessments

- TEN may assess Supplier compliance with this Code on a reasonable, risk-based and proportionate basis through questionnaires, document reviews, certifications or other appropriate evidence.
- Where justified by the identified risk and permitted under applicable contractual arrangements, TEN may conduct further assessments or audits on reasonable notice, subject to applicable law, confidentiality, data protection and security requirements. Suppliers shall cooperate with reasonable assessment requests.
- TEN will seek to avoid unnecessarily duplicative requests and may rely on recent independent certifications, assessments or audit reports where appropriate.

11.2 Reporting Violations

- Suppliers shall promptly report to TEN any suspected violation of this Code or other unethical conduct connected with the goods or services provided to TEN or that could reasonably affect TEN. Reports shall be handled confidentially to the extent permitted by applicable law. Reports may be submitted to the Compliance & Internal Audit Department and/or Corporate Counsel at reporting@tenn.gr or through the External Submission Portal by following the link: External Submission Portal .

11.3 Grievance Mechanisms and Non-Retaliation

- Suppliers shall maintain or participate in appropriate reporting and grievance mechanisms that enable workers, affected communities and other relevant stakeholders to raise concerns safely, confidentially and in good faith.
- Suppliers shall prohibit and take reasonable measures to prevent retaliation, intimidation, harassment, dismissal, or any other adverse treatment against whistleblowers, complainants, or other persons who raise concerns in good faith or participate in related investigations.

11.4 Corrective Actions, Remediation, and Cooperation

- Where noncompliance is identified, TEN may request clarification, additional information or appropriate corrective measures, including a corrective action plan with agreed responsibilities and timelines.
- TEN's response shall take account of the nature, severity and recurrence of the noncompliance, the associated risks and the Supplier's willingness and ability to address the matter. Depending on the circumstances, TEN may require enhanced monitoring, suspend new orders or discontinue the relationship, subject to applicable contractual and legal requirements.

12. Acknowledgment

Suppliers are expected to acknowledge receipt of this Code and confirm their commitment to comply with its requirements, as relevant to their activities and the goods or services provided to TEN. Acknowledgment may be provided through signature, electronic confirmation or contractual acceptance.

Acknowledgment shall form part of TEN's supplier onboarding process and shall be sought from existing Suppliers, as appropriate, including upon contract renewal or review.

Suppliers shall promptly inform TEN of any material difficulties in meeting the requirements of this Code and cooperate in identifying appropriate solutions. TEN will assess such matters on a case-by-case basis, considering the nature of the issue, associated risks and the Supplier's willingness to address any identified shortcomings.

This Code complements applicable laws and existing contractual obligations. Where stricter legal or contractual requirements apply, these shall continue to take precedence. TEN retains the right to take appropriate action in response to noncompliance, in accordance with applicable contractual terms and law.