

# SUPPLIER CODE OF CONDUCT

## Introduction

O2 Slovakia, s.r.o. and the business entities under its control (hereinafter only as “O2”) acknowledge their responsibility to establish, promote and maintain high standards of social and environmental sustainability and business ethics throughout their value chain. O2 is therefore committed to and requires all its suppliers (hereinafter only as “Suppliers”) to comply with the principles set out below in this Supplier Code of Conduct (hereinafter only as “Code”). O2 also requires Suppliers to make all reasonable effort to implement the respective rules under the Code throughout their supply chains.

The Code is not intended to replace the laws and regulations applicable in the countries where O2’s supply chain operates. O2 fully respects these laws and regulations and ensures that they are faithfully and effectively enforced. At the same time, the rules under the Code, as well as other local and additional activities relating to the Suppliers’ selection and performance are set forth in the respective local internal orders and regulations, whose details shall remain unaffected and shall follow the general rules hereunder.

The Code originates from the O2 Business Principles (in slovak: “Zásady podnikania” available at <https://spolocnost.o2.sk/zodpovedny-pristup>) and international frameworks such as the UN Global Compact. The Code establishes the minimum behaviours, standards and practices that O2 expects and requires Suppliers, who supply products or services to O2 or the business entities under its control, to comply with.

## 1. Compliance with laws and regulations and priority of standards

- 1.1. As a general rule of this Code, O2 expects and requires all its Suppliers to operate in compliance with all applicable laws, statutes, regulations and codes, as well as all internal orders and regulations, as applicable and as may be amended from time to time (hereinafter only as “Applicable Law”), as well as in compliance with contractual obligations agreed between the Supplier and O2 or its entities in the contract governing the provision of products, staffing or services to or for any O2 entity by the Supplier (“Supplier Contract”).
- 1.2. If there are stricter rules prescribed by any Applicable Law than in the provisions of the respective Supplier Contract and/or the provisions of this Code, the Supplier shall be required to meet the more stringent standard imposed by the Applicable Law.
- 1.3. If there is a conflict between the provisions of the Supplier Contract and the provisions of this Code, the Supplier shall meet the standard as set out in the Supplier Contract. For the avoidance of doubts, if the Supplier Contract requires higher standards or sets additional obligations towards the Supplier, the provisions of the Supplier Contract shall prevail.

## 2. Treatment of individuals

All Suppliers must comply with Applicable Law in relation to its labour practices and human rights.

### **2.1. Slavery, human trafficking and child labour**

Suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations in any part of its supply chain. This includes, but is not limited to, not supporting or

engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.

## **2.2. Human rights**

Suppliers shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force.

## **2.3. Equal opportunities**

O2 is an equal opportunities employer and Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

## **2.4. Freedom of association and collective bargaining**

Suppliers shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

## **2.5. Working environment**

Suppliers shall provide a safe, healthy, and sanitary working environment and comply with applicable health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, Suppliers shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

## **2.6. Wages and remuneration**

Whenever required by Applicable Law, Suppliers shall compensate its employees and staff with wages and benefits that at the very least meet the minimum wage and benefits established by Applicable Law and any applicable collective agreements.

## **2.7. Disciplinary practices**

Suppliers shall treat all workers with respect and dignity. Suppliers shall prohibit physical or verbal abuse or other harassment and any threats or other forms of intimidation.

## **2.8. Working hours**

Suppliers shall ensure that the working hours of its workers do not exceed the maximum permitted by local law. In exceptional circumstances (which may include emergencies but shall not include anticipated peaks in production requirements) where these hours may be exceeded by Suppliers' workers, the working hours shall in no case be excessive. All Suppliers must comply with Applicable Law in relation to its labour practices and human rights.

Suppliers shall take into account the nature of the work performed and the acceptable working hours for the role concerned. Overtime in excess of the limits set by local law shall be voluntary and compensated at a rate in accordance with applicable law. The Supplier shall not make excessive use of overtime. Suppliers shall grant its workers the right to paid vacations.

### **3. Data provision, protection and information security**

- 3.1.** Suppliers shall commit to provide O2 with access to relevant, correct and current information and to build trust through integrity, transparency, honesty and objectivity.
- 3.2.** We expect and require Suppliers to safeguard and only make proper use of information that we share with them and abide by all data protection and privacy laws and regulations (including when personal data are collected, stored, processed or transferred). Suppliers shall share our commitment to protect and respect the privacy rights of individuals.
- 3.3.** Suppliers shall have in place appropriate measures to protect the integrity, confidentiality and availability of information (including information belonging to or supplied by O2 and/or any personal data) held on its systems and ensure that there is no unauthorised access of the information by third parties.

### **4. Intellectual Property**

Suppliers shall respect all intellectual property rights and will not copy or allow third party access to any intellectual property or content in which O2 or any other third party holds property rights without authorization from the property rights holder, including any film, video or digital elements containing audio/visual content.

### **5. Environmental responsibility**

- 5.1.** Suppliers shall conduct its business in a responsible manner protecting and preserving the environment and natural resources. Suppliers shall consider measures and initiatives to protect the environment, including the use of environmentally friendly technologies and renewable energy sources where feasible. Suppliers shall use reasonable measures to minimize the environmental impact of its business.
- 5.2.** Suppliers shall at a minimum ensure that:
  - a) it operates in an environmentally responsible and efficient manner, and it complies with all applicable environmental laws, including laws and international treaties relating to (but not limited to) waste disposal, emissions, hazardous air pollutants, discharges and the handling of hazardous and toxic materials;
  - b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
  - c) it will only use packaging materials that comply with all applicable environmental laws and treaties.
- 5.3.** Suppliers shall have in place a reasonably suitable system for managing its environmental risks.
- 5.4.** The Supplier should, in accordance with the GHG Protocol or other standard, identify, monitor, document and minimize Greenhouse Gas emissions (GHG) for Scopes 1, 2 and 3. Suppliers will support any O2 requests for data on GHG emissions or energy consumption relevant to the products and services it provides to O2.

## **6. Bribery and corruption**

- 6.1.** O2 has a zero-tolerance policy for bribery and corruption. Suppliers are expected and required to behave ethically in all business dealings. Hospitality or promotional gifts or other benefits can be granted to the extent allowed by Applicable Law.
- 6.2.** Suppliers shall comply with all Applicable Law relating to the prevention of bribery and corruption. To that end, Suppliers shall not accept, offer, promise, pay, permit or authorise:
- a) bribes, facilitation payments, kickbacks or illegal political contributions;
  - b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
  - c) any other unlawful or improper payments or benefits.

## **7. Conflicts of interest**

Suppliers must not engage in or enter business relationships that create or give the appearance of a Conflict of Interest. For purposes of this Code, a "Conflict of Interest" means that because of other activities or relationships with other persons, a Supplier is unable or potentially unable to render impartial assistance or advice to O2, or Supplier's objectivity in performing the contract work is or might be otherwise impaired, or the Supplier has an unfair competitive advantage in procurement.

Although we acknowledge that Suppliers may have clients in the same industries in which O2 operates, Suppliers shall make O2 aware of any threat or potential or actual Conflict of Interest that may affect its business dealings with O2, without delay when the Supplier learns of such circumstances.

## **8. Unfair business practices**

Suppliers shall comply with all applicable competition laws including but not limited to those relating to free market regulations, teaming and information sharing with competitors, price fixing and rigging bids.

## **9. International business and financial reporting**

O2 respects international regulations of trade and international sanctions that may be imposed on countries, entities or individuals. O2 has a zero tolerance for any form of fraud. Business transactions, assets and liabilities shall be recorded in accordance with Applicable Law, including keeping of appropriate financial reporting and internal controls. Suppliers shall act in the same manner.

## **10. Procurement by Supplier**

Suppliers shall procure goods and services in a responsible manner. In particular, Suppliers shall (a) always select their own suppliers providing goods or services directly or indirectly to O2 based on their agreement to adhere to standards comparable to those set forth in this Code and (b) when working at O2 offices or premises, only subcontract work to third parties with the prior written consent of O2 and/or in accordance with the Supplier Contract.

## **11. Business Principles**

Regardless of any other obligations specified here and which shall remain unaffected, Suppliers must follow the O2 Business Principles (in slovak: "*Zásady podnikania*" available at

<https://spolocnost.o2.sk/zodpovedny-pristup>) and are obliged to follow regulations and related obligations thereunder.

## **12. Questions and Reporting Concerns**

Suppliers may and are encouraged to ask questions about any matter related to the Code or any engagement or relationship with O2 and shall report any actual or potential ethical concern or violation of the Code. For this purpose, Suppliers shall primarily use the contacts specified in their respective Supplier Contract or the contact details on our website <https://spolocnost.o2.sk/kontakty>.