



# Group Procurement Supplier Code of Conduct

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# Proximus views its Suppliers as partners and cares about the way its Suppliers do business.

At Proximus we view our global Suppliers as key partners to the realization of our vision, mission and strategy. In order to get the companies with whom we do business aligned with the core values set out in our own Code of Conduct, we expect them to adopt and comply with the Proximus Supplier Code of Conduct.

The Supplier Code of Conduct sets out the principles and standards that we require and expect our Suppliers to implement and adhere to when conducting business with, or on behalf of Proximus. This Code has been aligned with the Responsible Business Alliance (RBA) Code of Conduct, Joint Alliance for CSR (JAC) Supply Chain Sustainability Guidelines, and industry best practices.

## 1. Scope and Definitions

This Supplier Code of Conduct shall be part of all purchasing agreements entered between the Supplier and Proximus either by means of an agreement signed between the Supplier and Proximus or, if such agreement is not signed, by means of a purchase order referring to the Proximus General Terms and Conditions of Purchase (both being hereafter referred to as the “Agreement”) and applies to any individual or entity, including subsidiaries, affiliates and subcontractors, that are providing products and solutions to Proximus, its affiliates and joint ventures, anywhere in the world.

Where this code refers to workers, this includes employees, contractors, agency, foreign workers, student and interim worker of the Supplier and of its related entities.

**Whenever “shall” is used, it indicates a minimum requirement that must be fulfilled.**

**Whenever “should” is used, it indicates requirements that are recommended to follow, and the targets that we encourage all Suppliers to work towards.**

The requirements set forth by this Supplier Code of Conduct are without prejudice to additional or more strict requirements included in the Agreement, including but not limited to social, environmental, safety, ethical, privacy or cyber security requirements.

## 2. Compliance with laws

The Supplier shall comply with all applicable laws and regulations

The Supplier shall implement and adhere to the requirements set forth in this Supplier Code of Conduct, even when these requirements stipulate higher standards than those required by applicable laws and regulations. The Supplier is strongly encouraged to observe international and industry standards and best practices, and always strive to meet the higher standard.

In case of conflict between requirements under national law and those of the Supplier Code of Conduct, or when any situation develops that causes the Supplier to operate in violation of this Code of Conduct, the Supplier shall promptly inform Proximus through the publicly available channels.

It is the Supplier's responsibility to enforce and verify compliance with all applicable laws and regulations and compliance with this Supplier Code of Conduct within its own operations and shall reflect the content of the Supplier Code in its agreements with its sub-contractors.

## **3. Human rights and fair labour practices**

As defined in the UN Guiding Principles on Business and Human Rights, all businesses have a responsibility to respect human rights.

Therefore, the Supplier should have a policy and due diligence processes in place to identify, prevent, mitigate and account for how the Supplier addresses adverse human rights impacts it may cause, contribute to or be linked with.

Acting upon human rights impacts includes taking appropriate steps to avoid, minimize and/or mitigate them.

Proximus recognizes that due diligence will vary in complexity with the size of the enterprise, the risk of severe human rights impacts, and the nature and context of operations, including its geographical scope.

Furthermore, all businesses should adhere to standards and conventions drawn up by the International Labour Organization (ILO) pertaining to fair labour practices.

Therefore, the Supplier should: share its commitment publicly to provide equal opportunity in the workplace as set forth in the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, and the International Labour Office (ILO) Core Labour Standards, and should take effective measures to remedy any adverse labour impacts, as well as disclose any and all potential violations and cooperate fully in subsequent investigations into such violations.

### **3.1 Diversity, equal opportunity and non-discrimination**

The Supplier shall commit to a workforce and workplace free of harassment, unlawful discrimination, and retaliation. The Supplier shall ensure their business practices respect the rights of different demographic groups, including women, and foreign workers. The Supplier must provide equal opportunity in the workplace and reasonable accommodation, and not engage in harassment or discrimination in employment on the basis of age, ancestry, citizenship, colour, family or medical care leave, gender identity or expression, genetic information, immigration status, marital or family status, medical condition, national origin, physical or mental disability, political affiliation, union membership, protected veteran status, race, religion, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable laws and regulations.

The Supplier should raise manager awareness of equal opportunity, non-discrimination and inclusion through trainings; have goals for increasing diversity (e.g., gender, ethnicity, age, disability); perform worker dialogue, surveys or other types of assessment to understand worker perceptions of their treatment; and regularly evaluate that the human resources processes are free from bias and discrimination.

## 3.2 Workplace Health, Safety and Wellbeing

The Supplier shall implement a process to ensure that their workers comply with all applicable occupational health and safety laws and regulations, including regular trainings which address occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food, and housing (non exhaustive list).

The Supplier shall enforce, or be in the process of enforcing, an Occupational Health and Safety Management System that satisfies the requirements of other internationally recognized standards if accepted by Proximus

The Supplier shall have in place policies and procedures to manage, minimize, track and report occupational safety risks, industrial hygiene risks and occupational injuries and illnesses.

The Supplier shall provide a safe and healthy work environment for all workers, considering the specific hazards/risks of each activity and shall take action to minimize the causes of hazards inherent in the working environment, and implement controls to protect sensitive populations. This includes the provision and instruction on the usage of adequate collective and if the latter is insufficient also personal protective equipment, working tools/equipment/clothes and industrial hygiene and ergonomic measures at no cost for workers.

The Supplier shall control the emission of harmful substances at workplaces, where these are handled, in a way that harmful substances are banned at the workplace or if not possible the concentration is within the limits of local worker protection regulations, or, in the absence of such regulations, the concentration is below the limits causing at long-term exposure health hazards. Likewise, equipment shall be available that allows rapid intervention in case of spillage, fire, or personal contact with such harmful substances.

The Supplier should demonstrate that health and safety management is integral to the business and its leadership, and encourages employee participation to set policy, roles, responsibilities, and accountabilities, provides for risk and hazard and risk identification and assessment, and provides appropriate communication channels for employee access to health and safety information.

Upon request by Proximus, the Supplier should take on the role of reporting any indicators requested relating to the safety, health and well-being of its employees and/or subcontractors, through the channels and within the deadlines established by Proximus.

## 3.3 Violence and Harassment in the workplace

The Supplier shall prohibit any forms of intimidation in the workplace including abuse or discipline by physical means, threat of physical abuse, sexual or other harassment and verbal abuse.

The Supplier should promote a zero-tolerance environment for violence and harassment.

### 3.4 Freedom of Association

The Supplier shall ensure their workers, and those of their subcontractors, have the right to form and join trade unions and collectively bargain in accordance with the national law.

The Supplier shall establish relations of collaboration and mutual trust with the local and international trade unions present in the different countries.

The Supplier shall not discriminate, harass, intimidate, or retaliate against workers for being members of a union or participating in trade union activities, and provide worker representatives with access to their workplace

The Supplier should consider facilitating, not hindering, the development of parallel legal means for free and independent association and bargaining, where legislation limits the right to freedom of association and collective bargaining.

### 3.5 Freedom of expression

The Supplier shall ensure that products, solutions and business processes provided to Proximus are constructed so that freedom of expression of workers is respected, in accordance with all applicable laws of the European Union.

The Supplier should not cause or contribute to breach of, freedom of expression rights; nor retaliate against enjoyment of such rights.

### 3.6 Wages and Benefits

The Supplier shall comply with applicable laws and regulations relating to wages and benefits (including minimum wages, overtime pay, and piece rates).

The Supplier shall provide all employees, a living wage (as defined by ILO Convention 131- Minimum Wage Fixing Convention and <https://salairesminimum.be>) sufficient to meet the basic needs of employees and their family and when applicable, the salary shall be based on criteria set by collective bargaining agreements.

The Supplier shall provide to all employees' timely payment and clear information related to their wages and benefits for each pay period.

The Supplier should compensate overtime at a premium rate or as defined by national laws, collective bargaining agreement or industry standards.

The Supplier shall equal remuneration for men and women for work of equal value. Supplier ensures the payment of wages in legal tender, at regular intervals.

## 3.7 Working Hours

The Supplier shall ensure workers are not required to work more than the maximum hours as set by international standards, including the International Labour Organization, around standard working hours, national laws, or in the freely negotiated and legitimate collective agreement, whichever are most restrictive.

The Supplier shall ensure overtime is voluntary and paid in accordance with national laws or regulations.

The Supplier shall ensure a work week is not more than then convened in the ILO. The Supplier shall provide annual and parental leave (e.g. maternity, paternity) at the minimum in accordance with national laws.

The Suppliers should keep worker working hours and pay records in accordance with national laws or regulations and provide such records to Proximus upon request.

## 3.8 Forced and Compulsory Labour

The Supplier shall not employ persons in forced labour. This means any work or service which is required of a person under threat of punishment and for which he or she has not made himself or herself available voluntarily, for example as a result of debt bondage or human trafficking.

The Supplier shall refrain from all forms of slavery, practices similar to slavery, servitude or other forms of domination or oppression in the environment of the place of work, such as extreme economic or sexual exploitation and humiliation.

The Supplier shall not require workers to give "deposits" or identity documents to their employers and will be free to leave their jobs upon legally established notice.

The Supplier shall not use private or state security forces to protect the business project if, due to a lack of instruction or control on the part of the Supplier, there is a threat of the security forces being used in violation of the prohibition of torture or cruel, inhuman or degrading treatment, or against life and limb, or against freedom of association and union.

The Supplier should have a policy and process in place to ensure that nowhere in its supply chain, or in its own business operations, is labour provided under conditions of slavery or trafficking in persons, taking place.

The Supplier should report the measures they have taken to ensure that their operations and supply chains are free from modern slavery and trafficking and on the success of these measures, if requested by Proximus

## 3.9 Child and Underage Labour

The Supplier shall define anyone under the age of eighteen (18) to be a child. Children under the minimum legal working age or completion of compulsory education defined by national laws or fifteen (15) years old, whichever is higher, are strictly forbidden to be used in any phase of business operations in a way that leads to exploiting children with work that keeps them away from schooling that they are entitled to.

Children shall not perform night shifts, overtime or any other work that is heavy, hazardous or unsafe to their physical and mental health and development.

The Supplier shall not expose children to areas of the workplace that are hazardous or unsafe to their health, safety and wellbeing.

The Supplier shall ensure, in case of government authorized job trainings or apprenticeship programs, that these activities are providing minimum living wage and/or training.

The Supplier should have in place processes and remediation procedures, with the child's best interests in mind, in case of an encounter of a child working in conditions conflicting with these requirements.

The Supplier should protect children online (for example through detecting and reporting child sexual abuse) and contribute to building children's digital skills.

The Supplier should support children's rights in all business activities and business relationships.

## 3.10 Grievance Procedures

The Supplier shall not retaliate through use of personal attacks, intimidation, or other threats against workers who act to raise workplace concerns, including infringement of worker rights under local legal requirements or international standards.

The Supplier shall provide its workers a safe environment to provide their grievances and feedback and shall maintain programs ensuring the confidentiality and protection of any worker reporting through speak up or whistle-blowing procedures.

The Supplier shall ensure that all forms of retaliation against workers for raising a workplace concern are strictly prohibited.

The Supplier should provide workers with effective grievance reporting procedures for raising workplace concerns, including concerns involving harassment and discrimination, to the attention of management for appropriate resolution.

The Supplier should review these reporting procedures periodically and regularly monitor the resolution status of incoming allegations or concerns.

The grievance procedures provided must be accessible, culturally appropriate, and include the option to report anonymously where appropriate and/or possible. Workers and/or their representatives must be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

The Supplier should periodically provide workers with information and training on all grievance procedures.

The Supplier should inform its workers about the usability of publicly available whistle-blower portals available in its countries, and those provided by Proximus at the bottom of this document.

## 4. Environmental considerations

Proximus recognizes the urgency of climate change and the emerging climate crisis and is committed to protecting the environment and promoting environmental sustainability.

Both the reduction of greenhouse gas emissions and the transition towards circularity, are key strategic priorities with defined targets and ambitions that span across all areas of Proximus' operations and business activities, including its value chain.

In September 2022 Proximus's near and long term - carbon reduction targets were validated by the Science Based Target initiative (SBTi) in line with its Net Zero Standard.

Proximus also has the ambition to **become a truly circular company by 2030** and has set ambitious targets to reduce the impacts of its products and solutions on the environment and to minimize the extraction and depletion of natural resources to remain within the constraints of what the planet itself can generate or restore.

Achieving these targets requires Proximus to work closely and collaboratively, with its value chain peers, and in particular its Suppliers, in order to respond with impact to the imminent threats posed by climate change and environmental degradation.

Proximus expects its Suppliers to prioritize working towards reducing their own carbon footprints and transitioning to renewable energy sources, whilst actively pursuing more circular product designs and business models. Proximus is committed to supporting Suppliers towards continuous improvement.

As a minimum principle, Proximus expects its Suppliers to always apply the environmental precautionary principle. This means that the Supplier will consider the environmental impacts, including the protection and maintenance of biodiversity and ecosystems, along the entire lifecycle, from extraction of the raw materials, water and energy consumption, production, and transportation, through to the management of waste and avoiding pollution, and always choose to procure and produce the products and solutions with the lowest environmental footprint.

### 4.1 Environmental Laws, Permits, Standards and Reporting

The Supplier shall at all times act in compliance with all applicable laws and regulations regarding waste, energy, emissions, noise, resource consumption and hazardous substances.

The Supplier shall obtain and maintain all required environmental permits, regulatory approvals, and registrations in accordance with the rules and regulations of the jurisdictions in which it operates and has activities.

The Supplier shall have, or plan to have and operate, according to a recognized and documented Environmental Management System (EMS), such as ISO 14001, that guarantees the effective planning, management, and control of its environmental impacts.

The Supplier shall have a publicly available environmental policy in place.

The Supplier should document the implementation of its environmental policy including its progress on commitments towards continuous improvements to protect the environment and comply with all applicable laws and regulations.

The Supplier should have its significant impacts on the environment identified, prioritized, documented and up to date and have a plan or program in place, covering but not limited to, emissions, efficiency, renewable energy, materials and waste, with objectives and activities clearly stated.

The Supplier should document its environmental performance, processes, products and solutions related to above mentioned areas and should, upon request, provide data, information and progress reports.

## 4.2 Technical Requirements

The Supplier shall provide Proximus products (including but not limited to electric or electronic equipment) that complies with all relevant legislation regardless of the country where the product will be used, including non-European countries.

The Supplier shall comply with all applicable laws and regulations including but not limited to , RoHS EU Directive and REACH EU Regulation with respect to the prohibition or restriction of hazardous substances. l.

The Supplier shall sign the declaration of conformity on electrical or electronic equipment in which it expressly declares compliance with applicable regulations in the territory in question, if Proximus requires this.

The Supplier should refrain from supplying to Proximus equipment containing ozone-depleting gases (such as CFC or HCFC), nor shall it refill with these gases, unless expressly authorized by Proximus. Instead, the Supplier should give priority to those gases that, being energy efficient, have a lower Global Warming Potential (PCG or GWP). For work associated with the maintenance of cooling equipment, the leakage of these gases into the atmosphere must be prevented in all cases.

## 4.3 Pollution Prevention and Responsible Waste Management

The Supplier shall comply with all applicable environmental laws and regulations, including but not limited to laws and regulations that regulate hazardous materials, and pollutants released to air, water and soil.

The Supplier shall identify any chemicals, waste, or other materials that may be released, and which may pose a threat to the environment, and manage such chemicals or materials appropriately to ensure their safe handling, movement, storage, use, reuse, recycling, and disposal.

The Supplier should ensure proper waste management in line with the [European Union Waste Framework Directive](#), with efforts to constantly move upwards in the waste hierarchy. The Supplier shall only engage waste operators and transporters which are certified by the authorities. WEEE operators must be certified by Recupel and waste of small batteries by Bebat. This means aiming for the higher parts of the hierarchy through initiatives and efforts to prevent, re-use/re-purpose and recycle materials.

The Supplier should have systematic processes for waste management, especially those arising from its activity with Proximus, giving priority whenever possible to reuse and recycling treatments, with the aim of contributing to the circular economy

The Supplier should have systematic processes in place, or plan to do so, that reduce the use of single use plastics (SUP) in their supply of products to Proximus, and in their internal operations whenever possible. The Supplier shall comply with the applicable packaging waste legislation.

The Supplier should only engage recyclers with implemented recognized Environmental Management Systems (EMS) in place, according to the standards of ISO14001, or similar.

## 4.4 Resource Efficiency and Circularity

The Supplier shall apply eco-efficient criteria in the development of its activity with Proximus, especially with respect to scarce resources such as water and critical raw materials.

The Supplier shall work to prevent waste of raw materials, including water discharges and spills, and energy losses, and shall manage and implement, or be in the processes hereof, appropriate conservation measures in its facilities using conservation-minded maintenance and production processes.

The Supplier should establish plans and targets to reduce and recycle water. Wastewater shall be treated and purified to respect local legislation and prevent pollution. Suppliers located in water-scarce regions shall have strong water management systems in place and collect data (e.g., water withdrawals, water consumption, wastewater and recycled water) to minimise adverse impacts to the local community.

The Supplier shall proactively explore and apply, or be in the process of doing so, circular business models in its business relationships with Proximus, and shall prioritize for all products and solutions it supplies to Proximus the principles of circularity (Refuse, Rethink, Reduce, Reuse, Repair, Refurbish, Remanufacture and Repurpose, Recycle). The Supplier shall comply with all applicable laws and regulations regarding circularity.

For Proximus these include, but are not limited to:

- Reducing the use of virgin raw materials (e.g., By (using bio-based or recycled materials, by virtualization or dematerialization products and solutions and by enhancing energy efficiency)

- Extending product lifespans (e.g., By designing obsolescence out and extending product lifespans)
- Reusing, repairing, and recycling products (e.g., By applying a product as a service model, repairing and refurbishing products and improving high value recycling of products, equipment and materials)

The Supplier should demonstrate its commitments to support Proximus to achieve 2030 circular economy goals by drawing up a list of targets and commitments, and current and planned projects or initiatives, towards the development of more circular business models.

## 4.5 Biodiversity

The Supplier shall avoid and minimize any negative impacts that result from its activities, on biodiversity and ecosystem preservation, by applying the environmental precautionary principle.

The Supplier should seek opportunities for biodiversity conservation linked to their activity and should take actions to generate a positive impact on biodiversity protection.

Supplier, including its agents or subcontractors who's activities have significant impacts on biodiversity, should identify Key Biodiversity Areas (according to the IUCN Global Standard for the identification of Key Biodiversity Areas) affected by their operations and have mitigation and management processes in place to minimize all negative impacts on biodiversity and ecosystem preservation.

## 4.6 Climate Change and Energy Consumption

To the SBTi, and all its stakeholders Proximus has made a commitment **to reduce its absolute Scope 1 and 2 greenhouse gas emissions by 95%**, and its **Scope 3 emissions by 60% by 2030** (from a 2020 base year).

The Supplier shall support Proximus to meet its target to reduce its Scope 3 greenhouse gas emissions by complying with the following:

- The Supplier shall report and disclose complete, consistent and accurate Scope 1 and 2 greenhouse gas (GHG) emissions data via a recognized national or international standard or framework (such as CDP, GRI, IIRC...)
- The Supplier shall set and publicly disclose near and long-term emission reduction targets, aligned with or validated by the latest climate-change science. With a preference of validation by the Science-Based Target initiative.
- The Supplier shall publicly communicate its emission-reduction roadmap, including but not limited to its renewable energy transition plans. Such a roadmap should clearly define the initiatives, activities, programs and resources dedicated to meeting its emission-reduction target(s), including how progress will be measured.

The Supplier should be in the process of preparing its plan and roadmap, including timeframes and dedicated resources, to report and disclose its **Scope 3 emissions** if it is not yet doing so.

The Supplier should respond to requests for data, or make commitments to gather such data, pertaining to **the greenhouse gas intensity or energy consumption relevant to some or all of the products**, equipment and materials, or services that the Suppliers provides to Proximus (kgCO<sub>2</sub>e/item, KgCO<sub>2</sub>e/ Euro, or any other relevant metric as proposed by Proximus)

The Supplier should be in the process of preparing its plan and roadmap, including timeframes and dedicated resources, to make the shift towards exclusively sourcing renewable energy to the extent possible given the activities and geography of the Supplier.

## 5. Business integrity

In line with our principles regarding responsible and ethical business conduct, we expect our Suppliers to share and act in accordance with our values of integrity, transparency, and mutual respect. This commitment entails compliance with the following criteria:

### 5.1 Conflict of Interest

The Supplier shall be honest, direct, and truthful in its relationship and communications with Proximus. The Suppliers shall avoid improprieties and conflicts of interests or the appearance of either. The Supplier must not deal directly with any Proximus worker whose spouse, domestic partner, other family member or relative holds a financial interest in the Supplier.

If the Supplier feels that it has an actual or potential conflict of interest with Proximus or any of its workers, the Supplier shall disclose such conflict to Proximus as documented in the whistleblowing section at the bottom of this document.

### 5.2 Fraud, Bribery and Corruption

The Supplier shall comply with all applicable laws and regulations pertaining to fraud, bribery and corruption.

The Supplier shall commit to work against corruption in all its forms by conducting its business operations in an ethical manner and maintaining a culture of integrity, transparency, openness and compliance.

The Supplier shall have a clear policy against corruption in all its forms, including but not limited to extortion, solicitation, bribery of public officials, private sector bribery, negligent financing of corruption, facilitation payments, nepotism, fraud and money laundering.

The Supplier shall not directly or indirectly offer, promise, give, request, agree to accept or receive payments, gifts, any kind of undue benefits or charitable or political donations, to obtain or retain personal or business advantage, to or from any public official, employee, agent, or representative of business partners, including Proximus itself, or any other third party.

The Supplier should develop and adopt transparent and auditable anti-corruption procedures and adequate internal controls to prevent and detect corruption on the basis of a risk assessment. The risk assessment shall address the individual circumstances of Supplier, in particular the bribery risks facing Supplier (such as its geographical and industrial sector of operation);

The Supplier should promote worker awareness of company policies and anti-corruption procedures, adopt training programs and disciplinary procedures. It should monitor program effectiveness and enhance transparency.

The Supplier should create and maintain a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts, to ensure that they cannot be used for the purpose of bribing or hiding bribery.

The Supplier should not alter any record entry to conceal or misrepresent the underlying transaction represented by it and should keep documents proving the fulfilment of its obligations during the period stated by applicable law but at least for 3 years after performance of the relevant transaction.

The Supplier should ensure a properly documented risk-based due diligence of third parties and should not use third parties for channelling bribes to public officials or private sector bribes or negligently financing corruption.

If requested by Proximus, the Supplier should agree to provide records of a third-party audit against the fulfilment of the Supplier's obligations under section 5.2 for a period of 3 years after termination of the agreement with Proximus.

## 5.3 Trade Controls

The Suppliers shall comply with all applicable laws and regulations pertaining to the import or export of products and solutions, including but not limited to trade laws and sanctions regulations relating to export, re-export, import and trade controls.

The Supplier shall adhere to any international trade sanctions (including embargoes) which shall include any sanctions that may be in force because of a resolution passed pursuant to Chapter VII of the UN Charter by the UN Security Council, and any sanction that may have been imposed by the European Union, United Nations, OFAC and any other state affecting its operations.

## 5.4 Intellectual Property and Fair Competition

The Supplier shall respect the rules of free and fair competition in all business relation, in particular not act against any competition and/or antitrust law that govern the jurisdictions in which it conducts business.

The Supplier shall respect intellectual property rights of Proximus and other third parties. Any transfer of technology and knowhow must be handled in a manner that protects intellectual property rights.

The Supplier shall uphold the fair business, advertising and competition standards of fair business, advertising and competition. This requires that products and solutions offered must always be free from anti-competitive practices such as price-fixing with competitors.

## 5.5 Responsible Sourcing of Minerals

Conflict Minerals are defined as those originating from areas affected by conflict and high risk (conflict minerals). Proximus recognizes the risks associated with mining of these minerals in e.g. the Democratic Republic of Congo (DRC) and adjoining countries, as well as other conflict-affected or high-risk countries, linked to armed conflict and human rights abuses, support of corruption and money laundering as well as environmental degradation. Therefore, Suppliers must take adequate steps to assure that Conflict Minerals are not used in any of the equipment we buy from them.

The Supplier shall operate a clear policy and process to ensure that they are compliant with the section 1502 of the Dodd-Frank Wall Street Reform and Protection of Consumers Law. Additionally, the Supplier's policy and procedures shall align with the [OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas](#).

The Supplier should complete [the Conflict Minerals Reporting Template](#) (from the Responsible Minerals Initiative) or a similar questionnaire as provided, if Proximus requests this, with the aim of improving transparency about the origin of these type of minerals in our value chain.

## 6. Privacy and Confidentiality

The Supplier shall inform as to whether it has a policy that includes privacy principles reflecting its commitment to protect the personal data entrusted to it, whether of customers, shareholders, employees or Suppliers, in accordance with applicable personal data protection legislation (international and local) and Proximus' instructions.

When the Supplier acts as data processor, The Supplier and Proximus shall enter into a Personal Data Protection Agreement containing the commitments the Supplier assumes as the data processor in relation to the processing of the data for which Proximus is responsible, in accordance with the applicable data protection regulations.

In case the Supplier would be involved in the processing of personal data or would receive personal data from or send personal data to Proximus, outside a controller/processor context, Proximus and Supplier will document relevant commitments in a Data Sharing Agreement if deemed appropriate.

The Supplier shall, in accordance with the role/qualification he assumes in the light of personal data processing, comply with the obligations applicable to him under data protection law (i.a. The General Data Protection Regulation).

In particular, the Supplier shall:

- Process personal data only in accordance with Proximus's instructions and under no

circumstances for its own purposes.

- Under no circumstances use the information provided for any purpose other than that for which it was provided.
- Not communicate personal data to third parties, unless authorised by Proximus.
- Not reveal to third parties (and to ensure its employees and subcontractors do not reveal) any information or confidential material to which it may have access to via its relationship with Proximus.
- Destroy or return both the information and, where applicable, the personal data subject to processing once the service is terminated by means of a procedure with maximum guarantees, without keeping any copy of the same and without any external person, physical or legal, having knowledge of the data.

The Supplier shall apply maximum caution when safeguarding information and personal data with the aim of ensuring its confidentiality and integrity, implementing the technical and organizational measures required with respect to the custody, storage and conservation of the data and with the aim of avoiding its alteration, loss, unauthorized treatment or access, all in accordance with legislation in force regarding intellectual property, business secrets and the protection of personal information, as applicable, as well as the security standards of Proximus.

If at any time this security is compromised, the Supplier will act quickly, diligently and responsibly and inform Proximus immediately.

The Supplier also commits to inform Proximus of any intended changes to its way of working or set-up (including the selection of (a) (new) sub-processor(s) of personal data), that could potentially impact the processing of personal data for which Proximus is responsible. The Supplier also commits to collaborate with Proximus and to re-negotiate in good faith certain agreements made (i.a. on the international transfer of personal data) in the event that such agreements would become invalid, because of a change in data protection legislation and/or a decision of a competent data protection authority and/or competent court.

Notwithstanding the obligations outlined above, in the event that the Supplier acts as the one in charge of processing the information on the communications of Proximus's customers and/or users, it shall have procedures in place that guarantee at all times Proximus' compliance with the obligations regarding collaboration with the relevant authorities, while respecting the rights of privacy of those affected.

## **7. Effective management**

The Supplier shall develop, maintain and implement, or be in the process of doing so, policies and procedures consistent with the principles and standards set out in this Code of Conduct, or equivalent.

The Supplier shall provide workers, subcontractors and relevant third parties with effective grievance procedures for raising workplace concerns, including concerns involving harassment and discrimination, and shall have a system in place to report actual or suspected misconduct anonymously without threat of reprisal, intimidation or harassment.

Suppliers shall take all reported concerns seriously and ensure that they will be addressed in a fair, honest, and timely manner respecting confidentiality requirements. Workers must be given a safe environment to provide their grievances and feedback. The Supplier shall investigate and take corrective action if needed and record them.

Suspected misconduct regarding this Code of Conduct may also be reported to [whistleblower@proximus.com](mailto:whistleblower@proximus.com).

Proximus will investigate any concern raised and, where feasible, discuss findings with the Supplier and respect confidentiality requirements.

The Supplier should enforce, maintain and demonstrate their commitment and compliance through implementation of adequate management systems, effective risk management and allocation of appropriate and sufficient resources, all appropriate to the size and nature of Suppliers' operations

The Supplier should ensure their workers and approved subcontractors working on products or solutions intended for Proximus, understand and comply with the contents of this Supplier Code of Conduct, and referenced international standards.

The Supplier should inform and train its workers, and those of its subcontractors, on the contents of this Supplier Code of Conduct on a regular basis.

## **8. Continuous improvement**

The Supplier should establish clear goals and processes towards meeting the requirements set forth in this Supplier Code.

The Supplier should ensure that its workers and sub-contractors working on the provision of products and solutions intended for Proximus or its partners, are aware of the requirements of as set forth in this Supplier Code of Conduct by for example providing adequate awareness building and trainings on the principles and standards, as laid out herein.

The Supplier should have, or be working towards building, a culture of continuous improvement in developing and implementing measures to ensure they align with the requirements set forth in this Supplier Code of Conduct.

## **9. Enforcement provisions**

The Supplier shall ensure compliance with this Supplier Code of Conduct for the duration of the Agreement.

The Supplier shall inform Proximus without any delay, when it knows or has reason to know, of any failure to comply with this Supplier Code of Conduct. This information shall also include the corrective measures already taken to restore conformity with the Supplier Code of Conduct. Furthermore, the Supplier shall provide all information that are necessary to ensure compliance with the applicable laws and regulations without undue delay.

Without prejudice to any other rights, remedies and/or claims to which Proximus may be entitled under the Agreement or by law, if Proximus determines that the non-compliance cannot be terminated in a reasonable amount of time and without undue delay, Proximus shall be entitled to draw up and implement a concept for minimising any potential risks, which shall include concrete actions, responsibilities and milestones. To this end, Proximus may temporarily suspend the business relationship during the efforts to minimise the risk, if deemed necessary without the Supplier being entitled to claim compensation. A material non-compliance with this Supplier Code of Conduct may also trigger a termination right of the Agreement in accordance with its provisions,

Without prejudice to any other audit rights to which Proximus may be entitled under the Agreement or by law, the Supplier shall collaborate with Proximus and enable it to conduct assessment and monitoring activities/audits towards the Supplier and its sub-contractors to effectively evaluate the Suppliers' and sub-contractors' actual conformity with the Supplier Code of Conduct. This includes the right for Proximus to perform onsite assessments and/or inspections including interviews with selected workers at Suppliers' premises, manufacturing sites and/or any other locations where work is carried out for Proximus or with regard to products and solutions purchased by Proximus.

The Supplier shall provide further information on CSR/Sustainability matters using specific Supplier self-assessments such as EcoVadis, Carbon Disclosure Supply Chain Program or other, if requested by Proximus.

In case of modification of the legal and/or regulatory framework as well as any judicial decision that would imply violation of this Supplier Code of Conduct by Proximus or the Supplier, Proximus may introduce in the Supplier Code of Conduct the relevant modifications that the Supplier shall adhere to. Proximus will inform the Supplier of modifications or amendments to the Supplier Code of Conduct

## Proximus' Whistleblowing Procedure



It is important to us that anyone can report about illegal and unethical behaviour, or incompliance and infringement of this Code of Conduct.

Investigations will be conducted only internally by the Proximus Group Investigation department under the limits of their authority. Charges can be reported confidentially and anonymously to: [whistleblower@proximus.com](mailto:whistleblower@proximus.com)

more info can be found here:

<https://www.proximus.com/investors/compliance.html>