



Supplier Code of Conduct

MEMBERS



telemach



VIVACOM

nettvplus



NOVA

1. INTRODUCTION TO OUR CODE

United Group B.V., its subsidiaries, and affiliated entities (“**United Group**”) is committed to ethical and responsible conduct in all its operations in accordance with its Code of Business Conduct & Ethics, particularly by minimising its environmental impact and investing in positive social change. This objective could only be achieved by partnering up with ethical business partners, including joint venture partners, vendors, franchisees, distributors, suppliers, contractors, consultants and agents (“**Suppliers**”) which share the same commitment.

This Supplier Code of Conduct (“**Code**”) sets out legal and social responsibility requirements as defined below (“**Sustainability Requirements**”) which United Group expects its Suppliers to abide by. The Sustainability Requirements are in addition to any contractual requirements (“**Contract**”). References to United Group in this Code also include United Group’s subsidiaries and affiliates, to the extent a Supplier does business with them.

2. INTERNATIONAL LAWS & ETHICAL STANDARDS

This Code is based on industry codes of conduct, international law, recognised ethical standards, responsible business principles and best practice, including the International Labour Organisation (“**ILO**”) Conventions, the UN Universal Declaration of Human Rights and the UN Guiding Principles on Business and Human Rights, and is not a substitute for, nor should it be considered to override, local laws and regulations which applies in the jurisdiction(s) where the Supplier operates.

Nevertheless, the Code aims to incentivise compliance with these laws to ensure that working conditions in the Supplier’s operations and supply chain are safe, that all workers are treated with respect and dignity, and that operations are environmentally responsible and conducted ethically.

3. APPLICATIONS

The Supplier shall:

- a. Respect the personal dignity, privacy, and rights of its employees, including without limitation temporary employees, apprentices, and contractors.
- b. Comply with applicable employment laws in their respective countries.
- c. Abide by this Code where it applies to its arrangement with United Group; and
- d. Hold its supply chain to the Sustainability Requirements or equivalent standards.

UnitedGroup reserves the right to cancel outstanding orders, suspend future orders and/or terminate the Contract with the Supplier in the event of a breach of any applicable laws and regulations, whether or not included in this Code.

4. REPORTING SERIOUS CONCERNS

The Supplier and its employees are expected to escalating suspicious activities, red flags or violations of this Code to United Group’s Compliance function by email at compliance@united.group or by accessing our Integrity Helpline at unitedgroup.ethicspoint.com

or scanning this QR code



SUSTAINABILITY REQUIREMENTS

5. LABOUR

5.1 FAIR OPPORTUNITIES & NON-DISCRIMINATION

The Supplier shall afford employees equal and honest treatment and ban any discrimination made based on race, color, sex, religion, political opinion, nationality, social origin or any other category protected by applicable law as per ILO Conventions No. 100 and No. 111 – Equal Remuneration Convention and Convention concerning Discrimination in Respect of Employment and Occupation.

5.2 FREEDOM OF ASSOCIATION & RIGHT TO COLLECTIVE BARGAINING

The Supplier shall acknowledge and respect the freedom of association of all employees, including temporary workers, and the right of collective bargaining and assure that exercising this right will not result in retaliation, harassment, or intimidation.

5.3 CHILD LABOUR

The Supplier shall not employ workers younger than the age of 15 years, or the minimum age established by law in the country of employment, whichever age is higher. In addition, the Supplier must comply with all legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages and working conditions.

5.4 FORCED LABOR, SLAVE LABOR, HUMAN TRAFFICKING

The Supplier shall not use involuntary or forced labour, whether indentured, bonded, prison or otherwise. The Supplier shall not confiscate or withhold worker identity documents or other valuable items, including passports, work permits and travel documentation. The Supplier shall not keep workers’ personal documents to bind them to employment or to restrict their freedom of movement.

5.5 WORKING HOURS

The Supplier shall comply with applicable working hours and overtime laws. A work week must not be more than 60 hours per week, including overtime, except in emergency and shall guarantee at least one full day off every 7 days. The Supplier shall keep employee working hours and pay records in accordance with local and national laws or regulations.

5.6 FAIR REMUNERATION

The Supplier shall pay a fair and reasonable living wage to employees high enough to maintain a fair standard of living and which shall meet basic needs as per the ILO Convention 131 – Minimum Wage Fixing Convention. Supplier shall not use deductions from wages as disciplinary measure. Where no national legal standards exist, the remuneration shall be sufficient to meet basic needs according to the ILO Convention 131 on minimum wage. The basis on which workers are paid shall be clearly conveyed to them in a timely manner. Supplier shall ensure equal remuneration for men and women for work of equal value.

5.7 DISCIPLINARY PRACTICES

Supplier shall never use any form of corporal punishment, physical violence, or psychological or sexual harassment. Disciplinary policies and procedures should be clearly defined and communicated to workers. Supplier shall not use deductions from wages as disciplinary measure.

5.8 GRIEVANCE MECHANISMS & WHISTLEBLOWER PROTECTION

The Supplier shall adopt or participate in effective grievance mechanisms which are transparent, equitable and predictable to address workplace concerns and report possible violations of this Code and the Supplier's own Code of Conduct. The mechanisms adopted by the suppliers shall protect whistle-blower confidentiality, unless forbidden by law, and prohibit any form of retaliation.

6. HEALTH & SAFETY

6.1 FACILITATE A SAFE AND SANITARY WORKING ENVIRONMENT

The Supplier shall facilitate a safe and sanitary working environment for its employees, contractors, partners or anybody affected by its activities in compliance with ILO Convention 155 whether it be factory, workshops, offices, external facilities or living spaces and ensure correct use of products.

The Supplier is encouraged to obtain a certification of its health and safety management system, including OHSAS 181001, ISO45001 or equivalent.

7. ENVIRONMENT

7.1 ENVIRONMENTAL PROTECTION

United Group recognise that its activities have the potential for both positive and negative impacts upon the environment and committed to mitigate the latter. As a result, the Supplier shall also commit to and actively reduce its adverse impact on the community and environment in which operates avoiding waste and promoting resource efficiency and circularity from initial manufacture and installation and throughout the lifecycle of its products.

The Supplier shall have an environmental management system ("EMS") ensuring effective planning, operation, and control of environmental aspects. The EMS shall satisfy the requirements of ISO14001/Eco Management and Audit System or other internationally recognized standards.

7.2 ENVIRONMENTAL PERMIT

The Supplier shall obtain, maintain, and keep current all required environmental permits, licences approvals, and registrations and shall follow its operational and reporting requirements.

7.3 POLLUTION PREVENTION

The Supplier shall aim to reduce or eliminate waste of all types, including water and energy, by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, and recycling and reusing materials.

7.4 HAZARDOUS SUBSTANCES

The Supplier shall identify and manage chemicals (and other materials that would pose a hazard if released to the environment) to ensure their safe handling, movement, storage, use, recycling and reuse, and disposal.

7.5 SOLID WASTE

The Suppliers shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous). The Supplier shall record information about waste management (i.e., how much and where waste is reused, recycled, energy recovered, sent to landfill etc.) and provide this information to UG on request.

7.6 AIR EMISSIONS

The Supplier shall characterize, monitor, control, and treat air emissions generated by its operations before discharge.

7.7 MATERIAL RESTRICTIONS

The Supplier shall adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labelling for recycling and disposal.

7.8 WATER MANAGEMENT

The Supplier shall implement a water management program that documents, characterizes, and monitors water sources, use and discharge; seeks opportunities to conserve water; and controls channels of contamination. All wastewater is to be characterized, monitored, controlled, and treated as required prior to discharge or disposal.

7.9 ENERGY CONSUMPTION AND GHG EMISSIONS

The Supplier shall identify, monitor, and reduce its Greenhouse Gas ("GHG") emissions and disclose its Scope 1, 2, and 3 GHG emissions via the Carbon Disclosure Program or equivalent platforms.

7.10 SUSTAINABLE DESIGN & CIRCULARITY

The Supplier shall design its products and/or services aiming at reducing their negative environmental and social impact by complying, without limitation, with the following guidelines:

- facilitating disassembly and repair to enable and encourage re-use and recycling;
- preferring the use of recycled materials;
- refrain and limiting the use of Critical Raw Materials ("CRM") as defined by the EU legislation.
- enhancing longevity of product life cycles and efficient use of resources.

7.11 RESPONSIBLE SOURCING OF MINERALS

The Supplier shall adopt a policy and exercise due diligence on the source and chain of custody of the minerals used in the manufacturing process of its products to reasonably assure that they are sourced in a way consistent with the Organisation for Economic Co-operation and Development ("OECD") Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework.

8. ETHICAL BUSINESS PRACTICES

8.1. ZERO TOLERANCE ON BRIBERY

The Supplier shall refrain from:

- a. Offering or soliciting, directly or indirectly, benefits of any kind (including gifts, favours or any other advantage or thing of value), or cash payments to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly to obtain a personal gain or a business advantage on behalf of United Group that could contravene bribery and corruption legislation or otherwise bring United Group into disrepute or under penalty.
- b. Refrain from providing any personal incentives to

public officials in the course of its business or otherwise, ensuring dealings with public officials are transparent, fair and properly recorded

The Supplier shall promptly notify United Group should it suspect that bribery or corruption has or might take place in relation to its relationship with United Group.

8.2 GIFTS, SPONSORSHIPS, AND DONATIONS

The Supplier shall ensure gifts, hospitality, entertainment, and donations which may be accepted or given by United Group employees are legitimate, within reasonable limits, transparent, discoverable, in alignment with United Group's policies and subject to adequate anti-corruption controls.

8.3 TRUSTWORTHY BOOKS AND RECORDS

The Supplier shall promote accountability, transparency and commercial confidentiality through its systems and record keeping and provide transparent information concerning its economic and financial ownership structure. Falsifying records and misrepresenting conditions or practices in the supply chain are prohibited.

8.4 INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

The Supplier shall respect intellectual-property rights and use appropriate means to safeguard customer information, in accordance with the most stringent information-protection requirements under the applicable agreements with United Group.

8.5 COMPETITION

The Supplier shall act competitively in accordance with applicable competition and anti-trust law wherever it does business.

8.6 DATA PROTECTION & CYBER SECURITY

The Supplier shall adhere to all applicable data protection laws. In addition, the Supplier shall respect the confidentiality, integrity and security of United Group Personal Data and have in place appropriate physical, technical, security and organisational measures to (i) protect their security, (ii) maintain integrity and confidentiality, and (iii) protect it from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or loss.

9 AUDIT AND REMEDIES

The Supplier shall periodically evaluate its operations and those of its subsidiaries, affiliates, and subcontractors to ensure compliance with this Code and shall inform United Group without any delay, when it is aware or has reason to suspect, of breaching of this Code and the Sustainability Requirements by itself or its supply chain.

Upon request the Supplier shall deliver, within a reasonable time frame, all information and documentation to verify compliance with the Code. The Supplier acknowledges that United Group is entitled to solicit and obtain further information around the Supplier's ESG program via ad hoc supplier vetting platforms.

The Supplier shall allow United Group and/or its authorized representative to conduct an onsite assessment and/or inspections of any operations that are providing goods or services to United Group to verify compliance with the Sustainability Requirements.

The Supplier shall commit to timely correct and improve any deficiencies identified either at the self-assessment stage or during any audits conducted by United Group or its representatives providing United Group with a progress and improvement plan and corrective actions to be implemented within a reasonable timeline.