

SUPPLIER CODE OF CONDUCT

Revision 2 18/09/2026

SUPPLIER CODE OF CONDUCT

Introduction

Since its founding, dstelecom has been guided by integrity, honesty and total fairness in complying with all applicable laws. Since that time, dstelecom employees have maintained this commitment in their daily duties, making the company's reputation one of its most important assets to date.



SUPPLIER CODE OF CONDUCT

Scope

Supplier code of conduct (hereafter referred to as Code) is applicable to all entities (referred to as 'Supplier' or `Suppliers´ hereafter) which provide or intend to provide goods and services to dstelecom, which in turn is understood as a group of companies which are controlled, including wholly-owned, or with companies which control dstelecom, independent from the location of their respective headquarters – either in Portugal or any other country.

Accepting and complying with this Code, which will be annexed as a consultation document issued by dstelecom, constitutes a contractual obligation and is complementary to existing contracts for the provision of services or sales of goods to be concluded between the Supplier and dstelecom. Contracts to be concluded between dstelecom and Suppliers shall provide, that in case of serious or systematic breach of this code, dstelecom may terminate the contractual relationship.

This Code of Conduct does not establish commitments contrary to existing law, regulation or contractual provisions, nor does it add or derogate from new rights. The guidelines of this code are complementary in nature.

Suppliers should promote adopting sustainability policies in procurement and making great efforts to ensure equivalent levels of professionalism are also respected in their own supply chains.

Suppliers will uphold the following commitments to the highest level:





COMPLIANCE COMMITMENTS

01

Comply with applicable national and international legislation that is applicable within the existing contractual relationship with dstelecom, namely laws, regulations, operational and technical, and sectoral laws and regulations.

02

Supplier, at the time of this Agreement or when accepting a purchase order, shall not be involved in any litigation, suit, contract or investigation that may materially impact on its ability to carry out its performance; you must always obtain and maintain all permissions, licenses and consents required to perform your services; and not infringe on the rights of third parties executing their right.

03

Not to pursue, permit, consent or be persuaded into any activity, practice or conduct likely to constitute or appear to be an act of bribery and / or corruption, criminally punishable under applicable law, instituting procedures and implementing necessary and appropriate measures to prevent its occurrence.

04

To respect internationally accepted principles, values and best corporate practices in the areas of human rights, labor rights, occupational health and safety, and prevention of and in the fight against corruption, inhibiting itself from engaging in acts of unfair competition or restricting competition in the market.



ETHICAL COMMITMENTS

01

Foster and respect high ethical, moral and human integrity standards, especially principles of dstelecom´s Code of Ethics.

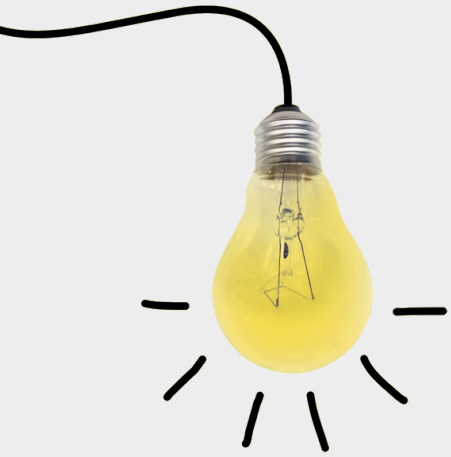
02

Respect principles and commitments with clients and communities, whenever acting on behalf of dstelecom, working in their facilities or using their information.

03

Convey information regarding management practices truthfully and rigorously.

dstelecom



COMPLIANCE COMMITMENTS

04

Inform of possible conflicts of interests, either professional or personal, through appropriate dstelecom channels (HR or management).

05

Compliance with the Applicable Law in relation to bribery and corruption is a matter of fundamental importance for dstelecom.

06

Each Party, including its employees, agents, consultants, contractors and subcontractors, shall:

6.1

Act in accordance with all applicable laws relating to bribery and corruption.

6.2

Failure to do so or omit anything that could lead the other Party to infringe any of the laws mentioned in the clause.

6.3

Not to give, promise, receive or solicit any bribe (financial or other advantage), including in relation to any public official.

COMPLIANCE COMMITMENTS

6.4

Maintain an effective anti-bribery (including presents and hospitality) Compliance Program, to ensure compliance with law, including compliance monitoring and detection of infringements;

07

Each Party shall indemnify the other party and its directors, officers, employees, agents and affiliates against all losses they may suffer as a result of a breach of any provision of this agreement.

08

Supplier shall promptly notify dstelecom of any allegation of fraud, bribery or corrupt or unlawful practices made against the Supplier in court, arbitration or administrative proceedings, or if any investigation is initiated in connection with such allegations, at any time during the term of this Agreement.



ENVIRONMENTAL COMMITMENTS

01

Comply with national legislation and international standards for environmental protection, and environmental certifications appropriate to your activities

02

Identify, monitor and mitigate the environmental risks and impacts of its activities, products, materials and means of transportation, monitor and manage the environmental impact and establish goals for continuous improvement and preservation of the environment.

03

Promote the ongoing rationalization of energy consumption, natural resources and the reduction of emissions and waste originated by its activity.

04

Meet dstelecom environmental requirements when acting on premises or on their behalf.



WORK COMMITMENTS

01

Respect workers' freedom of association and collective bargaining by establishing dialogue, free of any reprisals or discrimination.

02

Guarantee and promote respect for free labor, based on fair and transparent contracts for the worker, refusing to use and complicity in forced labor, unjustified restrictions on free movement, misappropriation of documents and remuneration, and human trafficking.

03

Respect diversity, promoting equality and non-discrimination on the basis of race, age, gender and sexual or marital orientation, ethnic or national origin, name, disability, pregnancy, religion, political, cultural or trade union orientation, other conditions contractually defined or protected by applicable law.

04

Ensure adequate remuneration for workers, in accordance with current legislation and collective bargaining agreements, when applicable, which must be paid in a timely manner, respecting the minimum wages established in each country, remunerating overtime and other compensation, social contributions and taxes due.



WORK COMMITMENTS

05

Ensure compliance with existing labor legislation and collective bargaining agreements, when applicable, regarding maximum limits of normal and supplementary work hours, as well as periods and days of rest.

06

Prevent any forms of child labor under national regulations and ILO 138 of the International Labor Organization

07

Establish disciplinary measures and procedures in accordance with international laws and conventions by publicizing norms and ensuring the auscultation and defense of visas and, in any circumstance, preventing any intimidation, abuse, aggression, verbal or physical, or any other type of bullying or physical abuse.

COMMITMENTS IN THE MATTER OF SECURITY AND HEALTH AT WORK

01

Comply with national legislation and international standards in force in terms of Safety and Health at work, as well as the dstelecom Safety Policy and the specific certifications required, observing the precautionary principle in activities, promoting responsibility and awareness of all those involved.

02

Identify, monitor and record the risks associated with its activity and specific work functions, establishing prevention, reduction and continuous improvement measures.

03

Train workers and provide them with the means and equipment for their individual protection, ensuring adequate working conditions.

04

Define accident management and emergency preparedness measures appropriate to the type of activity, location and circumstance.

05

Comply with dstelecom's Health and Safety requirements when working on the premises or on behalf of the same.

COMMITMENTS ON HUMAN AND COMMUNITY RIGHTS

01

To promote respect and protection of human rights, dignity and privacy of each individual and communities impacted bybusiness activities in areas influenced by the supplier.

02

Ensure that business activities are carried out without violence or abuse, rejecting and refusing any complicity with human rights violations.

03

The Parties agree that neither dstelecom nor suppliers have any discretion in the manner in which the Products are manufactured by Supplier. When a Product contains cassiterite, columbite-tantalite, gold, tungsten or its derivatives (currently limited to tin, tantalum and tungsten), Supplier:



COMMITMENTS ON HUMAN AND COMMUNITY RIGHTS

3.1

Shall make all efforts to determine the origin of such minerals and shall not intentionally use such minerals or elements which directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or in an adjacent country (which currently includes Angola, Burundi, Central African Republic , Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia).

04

Supplier and each applicable Supplier Group Company in the relevant supply chain will take all steps reasonably necessary (or a higher standard as may be required by law) to comply with any Applicable Law.





COMMITMENTS MANAGEMENT

01

Adopt management procedures that allow monitoring of compliance with this Code and immediately report serious breaches or provide evidence of compliance when requested by dstelecom.

02

Ensure that all individuals working independently comply with the provisions of this Code and are informed, qualified and competent to carry out their duties in accordance with its terms.

03

Adopt management procedures that comply with legal taxes.

MANAGEMENT COMMITMENTS

04

Comply with valid national legislation and international standards in tax matters.

05

Issue invoices according to the taxpayer number provided by dstelecom.

06

Issue invoices that meet all the relevant requirements of the tax authorities and all the necessary conditions to enable dstelecom to obtain any tax reduction available.

07

Provide dstelecom with an explanation of the nature and rate of any tax levied.

08

Provide the information required by dstelecom to enable compliance with the tax elements of applicable law and any statistical information requirements, including the relevant commodity code (the code is under the European Communities' integrated local or equivalent tariff).

09

Make every reasonable effort to ensure that all Products and Documentation are classified in a correct part of the Goods Code, attracting the lowest possible tax rate. If Supplier breaches the fee set forth in this clause, it will indemnify dstelecom for any costs, claims and liabilities arising from the breach.



COMMITMENTS MANAGEMENT

10

Withholding tax:(if dstelecom is required to pay withholding tax or make other tax deductions) Supplier must:

10.1

Accept dstelecom´s payment, net of the required withholding tax / deduction;

10.2

Provide any relevant exemption certificates enabling dstelecom to reduce the deduction at source required.

COMMITMENTS MANAGEMENT

10.3

Requiring only reasonable and necessary evidence from dstelecom to authorities that you have been responsible for tax withholding / deductions along with any interest and penalties when dstelecom in good faith pays an amount to the Supplier without withholding tax / deduction and a subsequent audit identify that it should have been withheld / deducted. If Supplier breaches the fee set forth in this clause, it will indemnify dstelecom for any costs, claims and liabilities arising from the breach.

11

Tax Residency and payments: The Supplier shall be the beneficial owner of all payments by the dstelecom to the Supplier; be a tax resident in your country of incorporation or in another country that may be notified in writing to dstelecom before entering into this Agreement; inform dstelecom in advance of the country from which the Products and Documentation will be dispatched and dispatch such Products and Documentation only from that country; be paid only by dstelecom in jurisdictions where the Supplier is located or provides services, by bank transfer or other traceable instrument, to a bank account in the name of the Supplier. If Supplier breaches this clause, it will indemnify dstelecom for any costs, claims and liabilities arising from the breach.

INFORMATION SECURITY

01

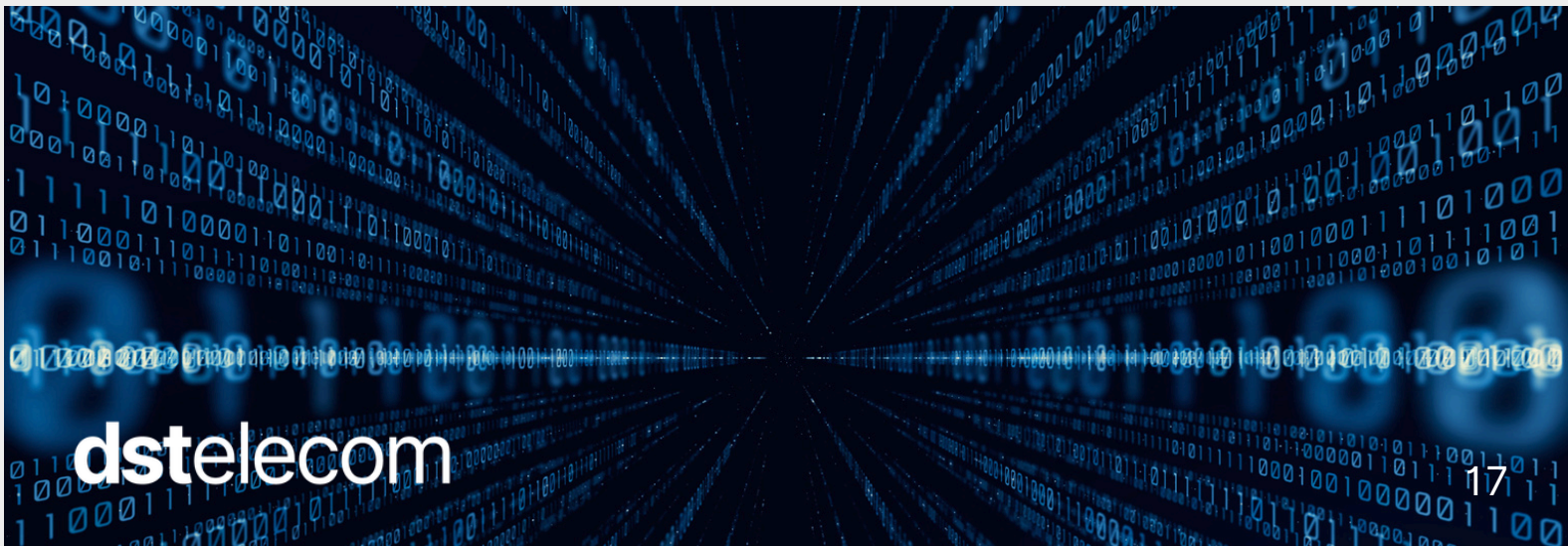
The Supplier shall promptly and accurately (or when requested by the dstelecom), indicate actions taken with respect to the information security and safeguard the security of customers and users data handled within the scope of this Contract, using security systems appropriate and reasonably acceptable processes for dstelecom, to conduct regular and complete testing procedures in such security systems and processes.

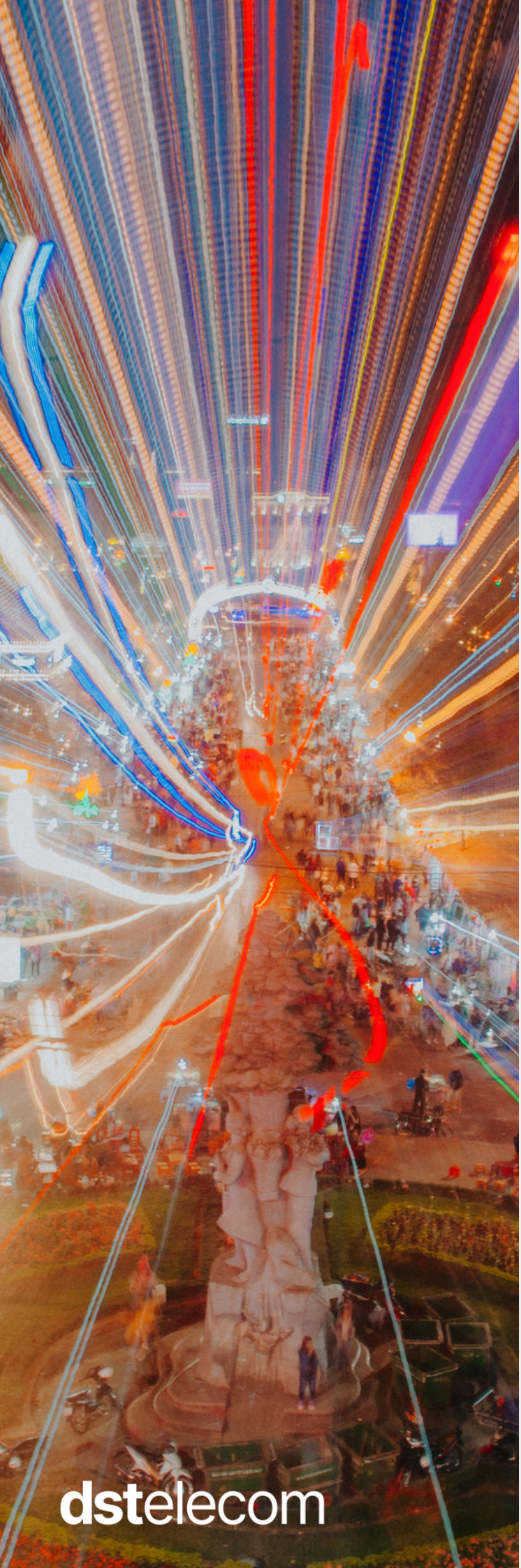
02

Supplier shall allow dstelecom to carry out security checks of security systems and processes.

03

Supplier should not reduce security levels associated with such systems and security processes without dstelecom´s prior written consent. Additionally, supplier shall notify dstelecom before increasing the levels of security associated with such systems and security processes.





DATA PROTECTION

01

Supplier shall take all necessary measurespreventing it from causing or allowing any act that may result in breaching applicable Law regarding the Processing of Personal Data.

02

Whenever Suppliers process Personal Data, they agree to observe dstelecom's standard data processing protocol, including all relevant protocol meeting dstelecom's satisfaction. They shall also perform such Processing in accordance with the terms of the data processing agreement before entering it. If Supplier fails to comply with obligations described in this clause, it will indemnify dstelecom for any costs, claims and liabilities arising from the breach.

INFORMATION AND RECORD KEEPING

01

Provide dstelecom the catalog information and other information requested by dstelecom with respect to Products, Services and Documentation and Supplier performance in terms of this Contract.

02

Ensure that all information provided to dstelecom is complete, accurate and consistent with all other information provided to dstelecom.

03

Ensure that all documentation provided and any training received by dstelecom is complete, accurate and sufficient to enable dstelecom to make full use of the applicable Services and Products.

04

Maintain comprehensive records to prove compliance, preserve such records for at least five years after creation (or more if required by Applicable Law) and allow dstelecom and its representatives (giving reasonable assistance when requested) to inspect and copy them.

05

Allow dstelecom and its representatives to inspect relevant equipment, facilities and observe the performance of any Services and the production of any Products and Documentation. In each case such provision of information, access or inspection shall be made in reasonable time and subject to reasonable arrangements to ensure that the obligations of confidentiality on the part of the supplier with its other customers and third parties are preserved.

CONFIDENTIALITY AND COMPETITION

01

Ensure the confidentiality of all activities and information that are not yet publicly known, including trade secrets, patents, business plans, projects, marketing and service plans, engineering ideas and manufacturing processes, designs, data, records, wage information and any unpublished financial or other data.

02

1Except as required by Applicable Law, Supplier shall not issue any communication or other communication to third parties about its dealings with dstelecom in connection with this Agreement in any promotional, advertising or other material without the prior written consent of dstelecom.

03

Supplier shall not under any circumstances assign, subcontract or transfer any of its rights under this Agreement without the express written consent of dstelecom, which may be retained at dstelecom's sole discretion (unless dstelecom acts reasonably in the case of the proposed assignment, novation, subcontracting or transfer to the Company of the Suppliers Group). The prior written consent shall be deemed to have been assigned to dstelecom supply chain financing agreement.

