

SUPPLIER CODE OF CONDUCT

MÁSMÓVIL is a leading provider of telecommunication services and a vital part of the social and economic infrastructure in the markets where we operate. We provide services that help people and companies communicate in a simple and effective way, when and where needed.

Our aim is to become a world-class service company that provides high quality services and networks. We have adopted this Supplier Code of Conduct, to make sure that we and our suppliers are aware of our expectations and standpoint on sustainability.

This Supplier Code of Conduct is based on international agreements: UN Universal Declaration of Human Rights, the International Labor Organization Conventions, the UN Convention against Corruption and the Rio Declaration on Environment and Development.

All MÁSMÓVIL companies and employees must follow our Group Code of Ethics and Conduct. Similarly, all MÁSMÓVIL Suppliers are obliged to follow the equal requirements of the Supplier Code of Conduct as a minimum, even if they stipulate a higher standard than required by national laws or regulations.

This Supplier Code of Conduct applies to all companies providing products and/or services to any MÁSMÓVIL's Group company. This includes the Suppliers' and its sub-contractors' employees and consultants, regardless if they are permanently employed, temporarily contracted, directly employed or supervised.

MÁSMÓVIL and individual suppliers can also contractually agree on further specific requirements when appropriate or necessary. The Supplier Code of Conduct is always stipulated in agreements with sub-contractors.

The Supplier shall have a process in place to verify compliance towards the Supplier Code of Conduct and shall, upon request, participate in a self-assessment process organized by MÁSMÓVIL. MÁSMÓVIL has the right to audit how Suppliers and sub-contractors fulfill the Supplier Code of Conduct or corresponding requirements. For any identified non-compliances with the Code of Conduct, the supplier shall provide a corrective action plan to be approved by MÁSMÓVIL.

The Supplier shall on an ongoing basis keep itself updated on changes to and updates of the Supplier Code of Conduct.

1. SOCIAL REQUIREMENTS

1.1 HUMAN RIGHTS

- All employees, temporary or permanent; contracted by a Supplier or a sub-contractor, shall be treated with respect and dignity and be entitled to fundamental human rights. The Supplier shall make sure that all employees working directly or indirectly for them know and understand these rights.
- The freedom of expression and the privacy of employees, customers and other stakeholders shall be especially respected.
- Diversity shall be promoted. Discrimination is prohibited regardless of grounds and specifically on ethnicity, gender, sexual orientation, marital, social or parental status, religion, political grounds, nationality, disability, age or union affiliation.
- No person shall be employed who is below the minimum legal age for employment. It is strictly forbidden for suppliers, sub-contractors and through temporary staffing agencies, to use children or minors under the minimum legal working age or fifteen (15) years old, whichever is higher, as labor. Employees under eighteen (18) years of age shall not work night shifts or carry out hazardous or heavy work.
- Suppliers that deliver products containing tin, tungsten, tantalite and/or gold to MÁSMÓVIL are obligated to have a clear policy in place regarding all conflict minerals and to ensure their traceability.

1.2 LABOR RIGHTS

- All employees, temporary or permanent; contracted by a Supplier or a sub-contractor, shall have a written contract in a language understandable to them. The contract shall contain: working hours, overtime compensation, notice period, salary and frequency of payment.

- A normal working week shall not exceed 48 hours and overtime shall be voluntary and not exceed 12 hours per week, unless otherwise regulated in collective bargaining agreements. Employees shall be entitled to at least one day off in every seven-day period.
- Pay and terms shall be fair and must meet basic needs, which could be equal to a minimum wage by national law, including allowances and benefits. Overtime pay rates shall be premium to regular wages.
- The employees are informed about, and fully understand, their employment conditions and rights in their own language. Employees shall be encouraged to use grievance mechanisms, i.e. to be able to voice concerns without fear of punishment or retribution.
- Working descriptions, including documented hazard work, are established, updated and communicated to all employees and consultants. All employees shall have access to basic amenities such as drinking water, toilets and adequate rest facilities or dorms that are clean, safe and fit for purpose.
- Any form of involuntary labor is strictly forbidden. Nor shall employees be required to lodge deposits or original identity papers or equivalent. Employees shall be allowed to move freely and have the possibility to leave the premises outside of working hours.
- Nobody shall be subject to physical punishment, unlawful detentions, physical, sexual, psychological or verbal harassment or abuse. Deduction from wages as a disciplinary measure shall not be permitted.
- All employees shall be free to form and to join, or not to join, trade unions or similar employee representative organizations and to bargain collectively.

1.3 HEALTH & SAFETY

- Construction, Field Maintenance, Repair and Network Roll-Out Services involving the following: work in confined spaces; overhead work/ lifting operations; ground/civil/ construction work; radio frequency; electrical work; work at height; driving (where it is an integral part of the job) shall comply with OHSAS 18001 or equivalent standard; otherwise the Supplier shall provide MÁSMÓVIL with a plan for implementing an equivalent standard.
- The Supplier's working environment shall have fair working conditions and be safe and healthy, including both physical and psychosocial health. Appropriate health and safety information and training shall be provided to employees including, but not limited to: fire safety, correct handling of chemicals and machinery, emergency preparedness and first aid.
- Adequate steps to correct and prevent physical accidents and injuries as well as psychosocial illnesses shall be taken to limit built-in causes of hazards working environment. The Supplier shall provide appropriate personal protective equipment without any charge to the employee. Physical incidents and accidents as well as psychosocial illnesses shall be documented and reported to the Suppliers' top management.

2. ANTI-CORRUPTION REQUIREMENTS

- All forms of corruption, including but not limited to extortion, bribery, facilitation payments, nepotism, fraud and money laundering, are strictly forbidden.
- No one shall offer, ask for, give or accept, directly or indirectly, a personal payment, gift (a gift means anything of value including, but not limited to: events, products, services, meals, lodging, cash, discounts, prizes, transportation, vacation and membership) or benefit in exchange for favorable treatment intended to influence a business transaction or to obtain a personal or business advantage. This provision includes both families and employees of MÁSMÓVIL, the Supplier and its sub-contractors.
- MÁSMÓVIL employees are strictly prohibited to receive or give any kinds of gifts during procurement processes and in relations with officials. It is also strictly forbidden for MÁSMÓVIL employees to be published in any advertising or promotional materials for Supplier products or services.
- Employees of MÁSMÓVIL Procurement can only accept and give gifts on behalf of MásMóvil, if the gifts demonstrate a clear business objective, are appropriate for the nature of the business relationship and are of limited value. Events shall be directly related to business.
- Fair competition and open markets shall be respected and business decisions shall not be motivated or affected by personal relationships or interests.

- An anti-corruption compliance program aligned with internationally recognized standards shall be in place. The program, with adequate training and information, shall be transparent and efficiently maintained.

3. ENVIRONMENTAL REQUIREMENTS

- The Supplier shall have a system for environmental management including goals and measurement, such as ISO14001 or equivalent. The Supplier shall reduce the negative impact on the environment affected by the Supplier's/its operations. The Supplier shall apply a precautionary approach and strive to maintain and increase biodiversity.

- The Supplier shall prioritize energy from renewable sources and limit water consumption, notably in distressed areas.

- A monitoring process of emissions, effluents, pollutions and waste, including electronic waste, shall be established. All waste shall be properly managed or recycled in a traceable manner.

- The supplier shall strive to reduce environmental impact from transportation by using road, sea or rail transport whenever possible. Fuel-efficient vehicles shall be prioritized when transporting goods and providing services to MÁSMÓVIL.

- The Supplier shall evaluate any use of chemicals and substances on a regular basis and investigate whether it is possible to replace them with less hazardous alternatives. Chemicals shall be handled and disposed in a safe and correct way, making sure the environmental negative consequences are minimized. The chemicals used by the Supplier shall be documented.

- Innovative developments in products and services that offer environmental and social benefits, e.g. ecodesign, are strongly encouraged.

- The architecture and location of antennas, towers and masts shall take electromagnetic waves, noise, view disturbances, property rights, accessibility, environmental impact and public health and safety into consideration.

4. COMPLIANCE REQUIREMENTS

- The Supplier Code of Conduct shall be stipulated in the Suppliers' agreements with sub-contractors and the Supplier shall, upon request, participate in a self-assessment process organized by MÁSMÓVIL. MÁSMÓVIL has the right to audit the Suppliers' and the sub-contractors' fulfillment of the Supplier Code of Conduct and corresponding requirements both on and off, current, planned and previous sites.

- The Supplier shall, upon request, provide data and information to MÁSMÓVIL's annual report and other reports.

- Any material breach of the requirements set out in this Supplier Code of Conduct gives MÁSMÓVIL the right to immediately terminate any or all agreements with the Supplier.

- The Supplier shall inform MÁSMÓVIL if they discover a breach, or suspected breach, of the Supplier Code of Conduct. This will not be used against the supplier or sub-contractor if acting in good faith. If a person observes, is informed of, or suspects, any activities that may be in violation with the Supplier Code of Conduct, the information shall be reported by e-mailing.

APPENDIX 1: SUPPLIER SUSTAINABILITY REQUIREMENTS SPECIFICATION

1. SCOPE AND UPDATES

1.1 SCOPE

- The Supplier Sustainability Requirements Specification (the "Requirements Specification"), complements the MÁSMÓVIL Group Supplier Code of Conduct and provides a single source of updated and relevant sustainability requirements. It covers MÁSMÓVIL's commitment to respect and promote human rights, to promote environmentally sustainable business activities, and to exercise a zero-tolerance policy towards bribery and corruption. For each of these areas there are more detailed requirements and references to standards that Supplier and its delivered product/service shall adhere to.

1.2 UPDATES

- The Requirements Specification is valid for suppliers of goods and services to all companies within the MÁSMÓVIL Group.

- The requirements are subjected to updates in the light of new scientific evidence, legislation and/or other reasonable facts, at the discretion of MÁSMÓVIL.

- MÁSMÓVIL has the responsibility to inform Supplier about changes to the Requirements Specification in a timely manner and to provide reasonable time for implementation of compliance measures. Due to the fact that regulation in this area is in rapid development, some of the documents referred to here may not contain the correct legal reference or version of a convention or industry standard. This does not void Supplier's responsibility to secure compliance with the latest version of applicable requirements.

- MÁSMÓVIL expects Supplier to ensure that it is in compliance with all relevant legal requirements. However, if there are any ambiguities or questions in relation to MÁSMÓVIL specific requirements it is the Supplier's responsibility to react to an contact MásMóvil to secure understanding. If compliance is not achievable in time when the MÁSMÓVIL specific requirement enters into force, the Supplier shall immediately report on the reason of non-compliance and agree with MÁSMÓVIL on measures and plan for mitigation.

2. REQUIREMENTS

- It is the responsibility of Supplier to secure that its services and products comply with all applicable national and European regulations as well as international conventions and industry standards relating to human rights, environmental protection, sustainable development, bribery and corruption. In addition to this, it is the responsibility of Supplier to secure that Supplier is aware and meets relevant sustainability requirements as pointed out below.

3. SUPPLIER OF PRODUCTS AND HARDWARE

- The details described in the documents referenced in this section are valid for all products and hardware delivered to MÁSMÓVIL. In any case where a hardware supplier delivers software, service or content it is the responsibility of that Supplier to also secure compliance to the relevant requirements under corresponding section in this document.

- Supplier shall provide all necessary documentation for MÁSMÓVIL to be able to meet regulatory requirements on information. These information requirements include, but are not limited to, recycling information, substances of very high concern, CE-marking and Electromagnetic Field (EMF) exposure.

4. SUPPLIER OF SOFTWARE

- The details described in this section are valid for all software licensed or otherwise provided to MÁSMÓVIL. In any case where a software supplier delivers hardware, service or content it is the responsibility of that Supplier to secure compliance to the relevant requirements under corresponding sections in this document.

- Software may have significant impact on energy consumption and reduction of energy and related CO2 emissions are key targets for MÁSMÓVIL's sustainability activities. Supplier of software shall describe how their design and deliveries impact the energy consumption of MÁSMÓVIL's operations and in what way its software supports MÁSMÓVIL's goal to reduce energy consumption upon request.

5. SERVICE SUPPLIERS – LOGISTICS AND CONSTRUCTION

- Services are a major part of MÁSMÓVIL's operations. MÁSMÓVIL has the ambition to improve the sustainability performance and as part of this work suppliers of services are key. In any case where a service supplier delivers hardware, software or content it is the responsibility of that supplier to secure compliance to the relevant requirements under corresponding sections in this document.

- Energy and related CO2 emissions are key targets for TS sustainability activities. Suppliers of services shall describe how their activities, operations and deliveries impact the energy consumption of MÁSMÓVIL's operations and in what way it supports MÁSMÓVIL's goal to reduce CO2 emissions and energy consumption upon request.

- Any supplier of construction and logistics services shall meet all relevant regulation on permits, construction, vehicles and equipment in relation to their activities

6. CONTENT SUPPLIERS

- Content delivered through MÁSMÓVIL distribution channels forms an important part of the customer experience. This section specifies requirements on any supplier providing content to MÁSMÓVIL customers. In any case when a content supplier delivers hardware, software or services it is the responsibility of that Supplier to secure compliance to the relevant requirements under corresponding sections in this document.

Energy and related CO2 emissions are key targets for TS sustainability activities. Suppliers of content shall describe how its activities, operations and deliveries support MÁSMÓVIL's goal to reduce CO2 emissions and energy consumption upon request.

Suppliers of content are required to show high ethics standards and to respect and abide by the legal frameworks of the countries in which MÁSMÓVIL operates and that content offered is consistent with widely recognized and accepted national self-regulation as well as internationally recognized conventions for human rights. These requirements include protection of children when using connected devices and online services as described in the industry standard Principles for the Safer Use of Connected Devices and Online Services by Children and Young People.

APPENDIX 2: ANTI-CORRUPTION

1) The Supplier and any natural or legal persons the Supplier uses for the supply of products or performance of services in connection with this Agreement, including employees, agents, consultants, contractors and subcontractors shall:

- not offer, promise, give, request or receive any bribes or other corrupt payments, including in relation to any public official;
- not do or omit to do anything likely to cause the Supplier or any MÁSMÓVIL Group companies or any of its direct or indirect shareholders, directors, officers or employees to be in breach of all Applicable Law relating to bribery and corruption including Spanish Legislation and in particular Spanish Penal Code;
- maintain throughout the term of this Agreement a program designed to ensure compliance with Applicable Law, including the implementation of an education and training program and other measures reasonably calculated to prevent and detect violations of Applicable Law;
- disclose any connection with a public official to MÁSMÓVIL; accordingly, the Supplier agrees to determine on an ongoing basis whether any director, officer, employee or owner* of the Supplier is a public official or a family member or close business associate of a public official and to disclose any connection with a public official to MÁSMÓVIL immediately upon becoming aware of same (*NB: this does not apply to owners of floated shares of a publicly listed company);
- at all times during the period of this Agreement and for a period of not less than five years thereafter maintain adequate controls over and reasonably detailed books and records with respect to funds received from Másmóvil, including actual and accurate third party receipts and invoices;
- certify at the completion of the term of the Agreement or not less than annually that the Supplier has complied with Applicable Law and the anti-corruption provisions of this Agreement;
- only be paid by MÁSMÓVIL by wire transfer or other traceable instrument to a bank account in the Supplier's name in the country where the Supplier is incorporated or the country where the services were rendered;
- promptly notify MÁSMÓVIL 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 commenced in respect of such allegations at any time during the term of this Agreement;
- in the event that MÁSMÓVIL has an apprehension or reasonable suspicion that a breach of Applicable Law may be taking or have taken place, cooperate in good faith with MÁSMÓVIL and its representatives in determining whether such a violation occurred;
- during and for a period of five years after the completion or termination of the Agreement, upon the request of MÁSMÓVIL in its sole discretion exercised in good faith, the Supplier shall permit either
 - (i) MÁSMÓVIL and/or MÁSMÓVIL's consultants; or
 - (ii) external accountants, inspectors, investigators or auditors proposed and retained by the Supplier which MÁSMÓVIL reasonably determines are suitably independent and qualified, to have full access to such books, records, premises and personnel as may be required to conduct reviews, investigations or audits of, and to report on the Supplier's compliance with the provisions of this Appendix or any potential or actual breach of Applicable Law relating to the performance of this Agreement by the Supplier;

2) If MÁSMÓVIL reasonably suspects or determines that there has been a breach by the Supplier of this clause, such a breach shall be deemed a material breach of this Agreement and MÁSMÓVIL shall have the right to suspend payments or terminate this Agreement without prejudice to MÁSMÓVIL rights under this Agreement or at law; and further, where any such breach exposes MÁSMÓVIL to potential criminal liability, suspension and/or termination of the Agreement shall take place immediately upon notification to the Supplier notwithstanding any right to remedy such breach that may be contained elsewhere in this agreement.

3) In order to give effect to the above, the Supplier shall ensure that any natural or legal person external to the Supplier who is supplying goods or performing services in connection with this Agreement only does so on the basis of a written contract which secures from such persons terms equivalent to those imposed on the Supplier in this clause; provided that Supplier shall remain responsible for the observance and performance by such persons of these terms and remain directly liable to MÁSMÓVIL for any breach thereof.

4) The Supplier hereby indemnifies MÁSMÓVIL and its direct and indirect shareholders, directors, officers and employees against all losses which they have suffered, including any civil or criminal penalties or fines imposed on any of the above as a result of breach of this clause by the Supplier.

5) In this Appendix, “public official” means, in addition to any wider meaning under any Applicable Law:

- (i)** any officer, member or employee of a government institution or department (whether executive, legislative or administrative), or any agency or instrumentality of such government, including a regional governmental body or a government-owned or government-controlled business, or any government international organization;
- (ii)** any person acting in an official capacity for or on behalf of such government, institution, department, agency, instrumentality or government international organization);
- (iii)** any political party or party official; or
- (iv)** any candidate for a political or government office or appointee to such office.