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Tet Group Supplier Code of Conduct

Enters into force on 8 February 2024

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The **Tet Group Supplier Code of Conduct**, approved by Decision No. 19-60-2 of 03 July 2019, Dokus No. 28-1/2019/804, shall cease to have effect upon the entry into force of this document.

ANNOTATION

New version of the document Key changes:

1. The document has been aligned with the changes to the Tet Group Code of Conduct by separating the expectations for Tet employees and Tet suppliers into two separate documents and renaming the document the Tet Group Supplier Code of Conduct (formerly the Tet Group Supplier Code of Ethics);
2. The document clarifies the expected supplier policy by separating requirements for employees, the environment and good governance in accordance with best practice in this area and aligning requirements to the Tet Group's sustainability focus areas;
3. The document clarifies the procedures for reporting possible irregularities.

1. GENERAL PRINCIPLES

- 1.1. Business partners with whom Tet conducts business or who participate in *Tet's* procurement activities (hereinafter referred to as Suppliers) are encouraged to conduct their business in accordance with responsible business practices.
- 1.2. The *Tet Group* Supplier Code of Conduct describes the actions that the Supplier must implement to ensure responsible employment, safe working conditions, prevent and mitigate environmental damage and comply with the principles of good governance, and to require the same from its suppliers and business partners.
- 1.3. The *Tet Group* Supplier Code of Conduct is binding for all employees of *Tet Group*. Employees who organise procurement and conclude contracts with Suppliers shall be obliged to acquaint Suppliers with the provisions of the *Tet Group* Supplier Code of Conduct and, where possible, obtain written confirmation of the Suppliers' commitment to abide by it.
- 1.4. In all business areas covered by this Code, the Supplier is responsible for ensuring that its practices comply with the laws in force and applicable to its business.
- 1.5. When organising any communication with *Tet Group's* employees — the contact persons specified in the contract or procurement — the Supplier shall take into account that *Tet* categorically prohibits the involvement of its employees in bribery, commercial bribery or any other unlawful activity with the aim of securing business, more favourable terms of cooperation or other economic interests, and prohibit decision-making and actions in a conflict of interest situation and participation in hospitality events during contract negotiations, procurement or selection of a contract winner (except for business luncheons, seminars, information events with a wide range of invited participants, in accordance with commercial practice).
- 1.6. *Tet* Suppliers are selected in accordance with the applicable procurement regulations, which explicitly require Suppliers to engage in fair and active competition for the rights to collaborate with *Tet*. The selection and evaluation of Suppliers is based on pre-defined criteria (e.g. quality, price, functionality, availability, delivery conditions, reliability, service conditions and company commitment). The Supplier's provided information to Tet about the Supplier's company, products and/or services, partners, customers and potential customers shall be clear, accurate, truthful and not misleading.

2. SUPPLIERS EMPLOYEE-FOCUSED POLICIES

The Supplier shall undertake to ensure respect for human rights by avoiding causing or participating in human rights violations.

2.1. RESPECT FOR LABOUR RIGHTS

- 2.2. The Supplier shall provide an employment relationship that complies with applicable law, describing the essential terms and conditions of employment, either directly or by reference to other internal documents. The illegal employment of children and the use of illegal or forced labour are prohibited.

2.3. ENSURING GOOD WORKING CONDITIONS

- 2.3.1. The Supplier shall ensure equal treatment of all employees and shall give equal opportunities for employment, remuneration and development to all employees, and shall not tolerate discrimination on the basis of age, sex, religious or political beliefs, health, ethnic origin, sexual orientation, marital status, trade union membership and other characteristics not related to the performance of professional duties.
- 2.3.2. The Supplier shall make good use of the diversity of skills, opinions, abilities, qualifications, education, experience, gender, age and create a working environment that does not tolerate violence and harassment in the workplace, but promotes the inclusion and well-being of employees, ensures respect for their privacy and does not restrict their freedom to join trade unions. If a company provides accommodation for workers, the premises and facilities must be hygienic, safe and must meet the basic needs of workers.

2.4. SAFETY AND PROTECTION OF THE WORKING ENVIRONMENT

- 2.4.1. The Supplier shall ensure safe and healthy working conditions by taking the necessary occupational safety and health measures, by preventing and responding to the risk of unhealthy conditions and by promoting the implementation of measures to ensure a healthy working environment. The supplier shall also comply with other safety regulations, if defined in the specific supply contracts.

3. SUPPLIERS ENVIRONMENTAL POLICIES

3.1. RESOURCE EFFICIENCY

- 3.1.1. The Supplier shall optimise the use of resources, including energy, in its operations by implementing efficient practices and identifying opportunities to replace fossil resources with renewable ones.

3.2. ENVIRONMENTAL IMPACT CONTROL AND MITIGATION

- 3.2.1. The Supplier shall undertake to identify and eliminate or minimise the harmful effects of its business activities, products or services on the environment, for example by reducing waste and greenhouse gas emissions, by controlling the movement of harmful chemicals.

4. SUPPLIERS GOOD GOVERNANCE POLICIES

4.1. PREVENTION OF BRIBERY, CORRUPTION, CONFLICT OF INTEREST

- 4.1.1. The Supplier shall undertake to organise its business in accordance with the fundamental principles of good governance, including avoiding any form of corruption or bribery, both in the giving and receiving of benefits, and avoiding situations where decision-making may take place in conflict of interest situations.

4.2. IMPLEMENTING FAIR COMPETITION AND PROTECTING INTELLECTUAL PROPERTY

- 4.2.1. The Supplier shall not engage in or cause to arise any practices which are intended to restrict or impede effective and fair competition, fair and equitable business conditions or the legitimate use of intellectual property of third parties.
- 4.2.2. The Supplier shall not use, refer to or publish Tet's trade names and trademarks in any manner whatsoever outside the performance of its contractual obligations without Tet's prior written consent.

4.3. DUE DILIGENCE IN THE USE OF *CONFLICT MINERALS*

- 4.3.1. Where it affects the scope of its business, the Supplier shall undertake to comply with the principles of responsible sourcing for *conflict minerals* sourced from conflict-affected and high-risk regions that contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

4.4. COMPLIANCE WITH SANCTIONS

- 4.4.1. The Supplier and Tet shall ensure compliance with the laws and regulations of the Republic of Latvia and European Union governing the field of compliance with the sanctioning regime and also the guidance and enforcement practices in the respective field. Consequently, the Supplier and Tet shall ensure that the Supplier's and Tet's customers or suppliers do not include persons who are listed on the EU, US, UN or Republic of Latvia sanctions lists, do not conduct business with such persons, terminate business with such persons if business has already been conducted, and take other actions as required by law, the guidance and enforcement practices. The Supplier and Tet, upon request, shall submit in due time to each other information required for ensuring the sanctioning regime, inter alia, to identify the beneficial owners, owners, persons entitled to sign, as well as shall immediately notify of any changes in the provided information.
- 4.4.2. The Supplier shall ensure that there are no circumstances that make it difficult to settle with the Supplier due to credit institutions' internal sanctioning and AML risk procedures.

4.5. CONFIDENTIALITY OF INFORMATION

- 4.5.1. The Supplier shall take special measures to ensure the preservation of Tet's trade secrets and to prevent the loss, unlawful disclosure or improper use of Tet data or confidential information. The Supplier shall undertake not to disclose trade secrets — any information belonging to and received from Tet in written, oral, electronic or any other form and not publicly available, such as data of individuals and subscribers (customers), technology, provision of services, types of services, activities and profits, as well as any other inside information and data of which it becomes aware about *Tet*. *Tet*, in turn, shall undertake to protect the information and data of the Supplier in question with equal integrity.
- 4.5.2. When conducting any activity, including processing data outside the country in which the data was obtained or received, the Supplier shall process the information in good faith and in accordance with the laws of the country concerned.

4.6. PROCESSING OF PERSONAL DATA

- 4.6.1. When personal data (any information relating to an identified or identifiable natural person) is to be processed within the framework of the cooperation between *Tet* and the Supplier before, during and after the conclusion of the Contract, the Supplier and *Tet* shall, each under its own responsibility, take care to protect the privacy of natural persons and personal data and shall ensure compliance with Regulation No. (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter — Regulation) and national legislation of the Republic of Latvia. The Parties shall each bear their own costs in meeting these obligations.
- 4.6.2. For the processing of personal data, Tet and the Supplier shall conclude a written document (contract or contractual annex) in accordance with the Regulation. The Processor shall represent and warrant implementation of appropriate technical and organisational measures by complying with the requirements of the Personal Data Protection Law or the Regulation within the processing (respectively, the valid regulatory enactment applicable at the moment of the processing) and provision of protection of the data subject rights. The Supplier shall provide Tet with at least one of the following documents as evidence of the performance of the guarantees:
- Statement for the approved act of code referred to in Article 40 of the Regulation;
 - Statement for the approved certification mechanism referred to in Article 42 of the Regulation;
 - Statement for ISO / IEC 27001 certificate in the field of IT security management system;
 - A completed questionnaire on the technical and organisational measures taken by the Processor to ensure data protection, which shall be updated during the period of validity of the cooperation as soon as there are any changes to the information or to the assurances contained in the questionnaire, in whole or in part.

- 4.6.3. The Processor shall ensure that the Tet at all times has the right to examine the given guarantees and certification on the spot, as well as to perform an audit of personal data processing and protection. The Processor shall be obliged to comply with the Tet's instructions and recommendations in relation to the personal data processing, to collaborate and provide the necessary information and to ensure the required access.
- 4.6.4. Tet and the Supplier, taking into account that contact data is also subject to the regulation on the processing of personal data, shall ensure its protection and lawful processing. For that purpose, Tet and the Supplier shall ensure that contact persons are assigned to the cooperation where there is an appropriate legal basis (e.g. that such status arises from the contact person's employment relationship), that the assigned contact persons are informed of their responsibilities as contact persons and that information about them will be provided to the other party for the purposes of the cooperation in the course of the cooperation, including by reference in the contract. The Parties undertake to notify each other immediately regarding the change of the contact persons and to delete information on persons who no longer qualify for this status.

5. SUPPLIER MANAGEMENT SYSTEMS

- 5.1. The Supplier is encouraged to implement business management systems that ensure the implementation of the responsible business principles described in this document and undertakes to provide evidence of such management systems upon request by Tet.

6. ENSURING COMPLIANCE WITH THE *TET* SUPPLIER CODE OF CONDUCT

- 6.1. The Supplier shall undertake to take all necessary and appropriate measures and to continuously plan and improve its business practices to ensure that its activities comply with the principles of conduct set out in this document.
- 6.2. The Supplier shall ensure that its employees, as well as its business group entities and subcontractors involved in the supply process, are aware of and act in accordance with the responsible business principles listed in this document.
- 6.3. The Supplier shall undertake to inform the contact person indicated in the *Tet* Contract or Procurement of any breach of the principles of the *Tet* Group Supplier Code of Conduct.
- 6.4. The Supplier shall undertake to inform Tet immediately if it becomes aware of, or suspects, any activities that may be in breach of the *Tet* Group Supplier Code of Conduct or possible irregularities of which it has become aware through its dealings with Tet Group companies, by submitting a Whistleblower Report by email: parkapumu_riski@Tet.lv.
- 6.5. The Supplier shall ensure that the Supplier's personnel involved in the performance of the contract or procurement or resulting transactions use their official position and information acquired by the Supplier in the performance of their duties under *Tet* orders only for the benefit of the contract, procurement or resulting transactions and not in pursuance of their personal interests.
- 6.6. The Supplier shall take all other necessary and reasonable measures that may be expected of a trustworthy counterparty to prevent the conclusion of transactions, or additional transactions resulting thereof, with third parties which directly or indirectly result in a natural or legal person other than *Tet* being the beneficiary of the transaction, and to inform of the likelihood of such a situation occurring.
- 6.7. Any action that violates the *Tet* Supplier Code of Conduct is considered a material breach of contract, which may be grounds for early termination of the contract.