Supplier Code of Conduct

etisalat PPF Telecom Group B.V.



Version 2026

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etisalat PPF Telecom Group B.V. and the business entities under its control (collectively referred to as **"etisalat PPF Telecom Group"**) acknowledge their responsibility to establish, promote and maintain high standards of social and environmental sustainability and business ethics throughout their value chain.

etisalat PPF Telecom Group is therefore committed to and requires all its suppliers (**"Suppliers"**) to comply with the principles set out below in this Supplier Code of Conduct (**"Code"**). etisalat PPF Telecom Group also requires Suppliers to make all reasonable effort to implement the respective rules under the Code throughout their supply chains.

The Code is not intended to replace the laws and regulations applicable in the countries where etisalat PPF Telecom Group's supply chain operates. etisalat PPF Telecom Group fully respects these laws and regulations and ensures that they are faithfully and effectively enforced. At the same time, the rules under the Code, as well as other local and additional activities relating to the Suppliers' selection and performance are set forth in the respective local internal orders and regulations, whose details shall remain unaffected and shall follow the general rules hereunder.

The Code originates from the etisalat PPF Telecom Group Code of Conduct (available at https://compliance.etisalatppftelecom.com/FilesDownload/etisalatppftelecom/etisalat_PPF_Code_of_Conduct.pdf) and international frameworks such as the UN Global Compact. The Code establishes the minimum behaviours, standards and practices that etisalat PPF Telecom Group expects and requires Suppliers who supply products or services to any etisalat PPF Telecom Group entity to comply with.

1 Compliance with laws and regulations and priority of standards

1.1 As a general rule of this Code, etisalat PPF Telecom Group expects and requires all its Suppliers to operate in compliance with all applicable laws, statutes, regulations and codes, as well as all internal orders and regulations, as applicable and as may be amended from time to time (**"Applicable Law"**), as well as in compliance with contractual obligations agreed between the Supplier and etisalat PPF Telecom Group entities in the contract governing the provision of products, staffing or services to or for any etisalat PPF Telecom Group entity by the Supplier (**"Supplier Contract"**).

1.2 If there are stricter rules prescribed by any Applicable Law than in the provisions of the respective Supplier Contract and/or the provisions of this Code, the Supplier shall be required to meet the more stringent standard imposed by the Applicable Law.

1.3 If there is a conflict between the provisions of the Supplier Contract and the provisions of this Code, the Supplier shall meet the standard as set out in the Supplier Contract. For the avoidance of doubt, if the Supplier Contract requires higher standards or sets additional obligations towards the Supplier, the provisions of the Supplier Contract shall prevail.

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2 Treatment of individuals

All Suppliers must comply with Applicable Law in relation to their labour practices and human rights.

2.1 Slavery, human trafficking and child labour

Suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations in any part of their supply chain. This includes, but is not limited to, not supporting, engaging in or requiring any forced labour, child labour, bonded labour, indentured labour or prison labour.

2.2 Human rights

Suppliers shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force.

2.3 Equal opportunities

etisalat PPF Telecom Group is an equal opportunities employer and Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by Applicable Law.

2.4 Freedom of association and collective bargaining

Suppliers shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

2.5 Working environment

Suppliers shall provide a safe, healthy, and sanitary working environment and comply with applicable health and safety laws and any other relevant laws where they operate. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, Suppliers shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

2.6 Wages and remuneration

Whenever required by Applicable Law, Suppliers shall compensate their employees and staff with wages and benefits that at the very least meet the minimum wage and benefits established by Applicable Law and any applicable collective agreements.

2.7 Disciplinary practices

Suppliers shall treat all workers with respect and dignity. Suppliers shall prohibit physical or verbal abuse or other harassment and any threats or other forms of intimidation.

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2.8 Working hours

Suppliers shall ensure that the working hours of their workers do not exceed the maximum permitted by Applicable Law. In exceptional circumstances (which may include emergencies but shall not include anticipated peaks in production requirements) where these hours may be exceeded by Suppliers' workers, the working hours shall in no case be excessive.

Suppliers shall take into account the nature of the work performed and the acceptable working hours for the role concerned. Overtime in excess of the limits shall be voluntary and compensated at a rate in accordance with Applicable Law.

Suppliers shall not make excessive use of overtime. Suppliers shall grant their workers the right to paid vacations.

3 Data provision, protection and information security

3.1 Suppliers shall commit to provide etisalat PPF Telecom Group with access to relevant, correct and current information and to build trust through integrity, transparency, honesty and objectivity.

3.2 We expect and require Suppliers to safeguard and only make proper use of information that we share with them and abide by all data protection and privacy laws and regulations (including when personal data are collected, stored, processed or transferred). Suppliers shall share our commitment to protect and respect the privacy rights of individuals.

3.3 Suppliers shall have in place appropriate measures to protect the integrity, confidentiality and availability of information (including information belonging to or supplied by etisalat PPF Telecom Group and/or any personal data) held on their systems and ensure that there is no unauthorised access to the information by third parties.

4 Intellectual property

Suppliers shall respect all intellectual property rights and will not copy or allow third party access to any intellectual property or content in which etisalat PPF Telecom Group or any other third party holds property rights without authorisation from the property rights holder, including any film, video or digital elements containing audio/visual content.

5 Environmental responsibility

5.1 Suppliers shall conduct their business in a responsible manner protecting and preserving the environment and natural resources. Suppliers shall consider measures and initiatives to protect the environment, including the use of environmentally friendly technologies and renewable energy sources where feasible. Suppliers shall use reasonable measures to minimise the environmental impact of their business.

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5.2 Suppliers shall at a minimum ensure that:

a) they operate in an environmentally responsible and efficient manner and comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) waste disposal, emissions, hazardous air pollutants, discharges and the handling of hazardous and toxic materials;

b) the goods they manufacture (including the inputs and components that they incorporate into their goods) comply with all applicable environmental laws and treaties; and

c) they only use packaging materials that comply with all applicable environmental laws and treaties.

5.3 Suppliers shall have in place a reasonably suitable system for managing their environmental risks.

5.4 Suppliers should, in accordance with the GHG Protocol or other standard, identify, monitor, document and minimise Greenhouse Gas emissions (**"GHG"**) for Scopes 1, 2 and 3. Suppliers will support any etisalat PPF Telecom Group requests for data on GHG emissions or energy consumption relevant to the products and services they provide to etisalat PPF Telecom Group.

6 Bribery and corruption

Zero tolerance

6.1 etisalat PPF Telecom Group has a zero-tolerance policy for bribery and corruption. Suppliers are expected and required to behave ethically in all business dealings. Hospitality or promotional gifts or other benefits can be granted to the extent allowed by Applicable Law.

6.2 Suppliers shall comply with all Applicable Law relating to the prevention of bribery and corruption. To that end, Suppliers shall not accept, offer, promise, pay, permit or authorise:

a) bribes, facilitation payments, kickbacks or illegal political contributions;

b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or

c) any other unlawful or improper payments or benefits.

7 Conflicts of interest

Suppliers must not engage in or enter into business relationships that create or give the appearance of a Conflict of Interest. For purposes of this Code, a **"Conflict of Interest"** means that because of other activities or relationships with other persons, a Supplier is unable or potentially unable to render impartial assistance or advice to etisalat PPF Telecom Group, or the Supplier's objectivity in performing the contract work is or might be otherwise impaired, or the Supplier has an unfair competitive advantage in procurement. Although we acknowledge that Suppliers may have clients in the same industries in which etisalat PPF Telecom Group operates, Suppliers shall make etisalat PPF Telecom Group aware of any

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threat or potential or actual Conflict of Interest that may affect its business dealings with etisalat PPF Telecom Group, without delay when the Supplier learns of such circumstances.

8 Unfair business practices

Suppliers shall comply with all applicable competition laws including but not limited to those relating to free market regulations, teaming and information sharing with competitors, price fixing and bid rigging.

9 International business and financial reporting

etisalat PPF Telecom Group respects international regulations of trade and international sanctions that may be imposed on countries, entities or individuals. etisalat PPF Telecom Group has zero tolerance for any form of fraud. Business transactions, assets and liabilities shall be recorded in accordance with Applicable Law, including keeping of appropriate financial reporting and internal controls. Suppliers shall act in the same manner.

10 Procurement by Supplier

Suppliers shall procure goods and services in a responsible manner. In particular, Suppliers shall (a) always select their own suppliers providing goods or services directly or indirectly to etisalat PPF Telecom Group based on their agreement to adhere to standards comparable to those set forth in this Code and (b) when working at etisalat PPF Telecom Group offices or premises, only subcontract work to third parties with the prior written consent of etisalat PPF Telecom Group.

11 Code of Conduct

Regardless of any other obligations specified here and which shall remain unaffected, Suppliers must follow the etisalat PPF Telecom Group Code of Conduct (available at https://compliance.etisalatppftelecom.com/FilesDownload/etisalatppftelecom/etisalat_PPF_Code_of_Conduct.pdf) and are obliged to follow the sanctions laws, regulations and related obligations thereunder.

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12 Questions and reporting concerns

Suppliers may, and are encouraged to, ask questions about any matter related to the Code or any engagement or relationship with etisalat PPF Telecom Group and shall report any actual or potential ethical concern or violation of the Code. For this purpose, Suppliers shall primarily use the contacts specified in their respective Supplier Contract or the contact details on our website https://www.etisalatppftelecom.com/contacts.

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