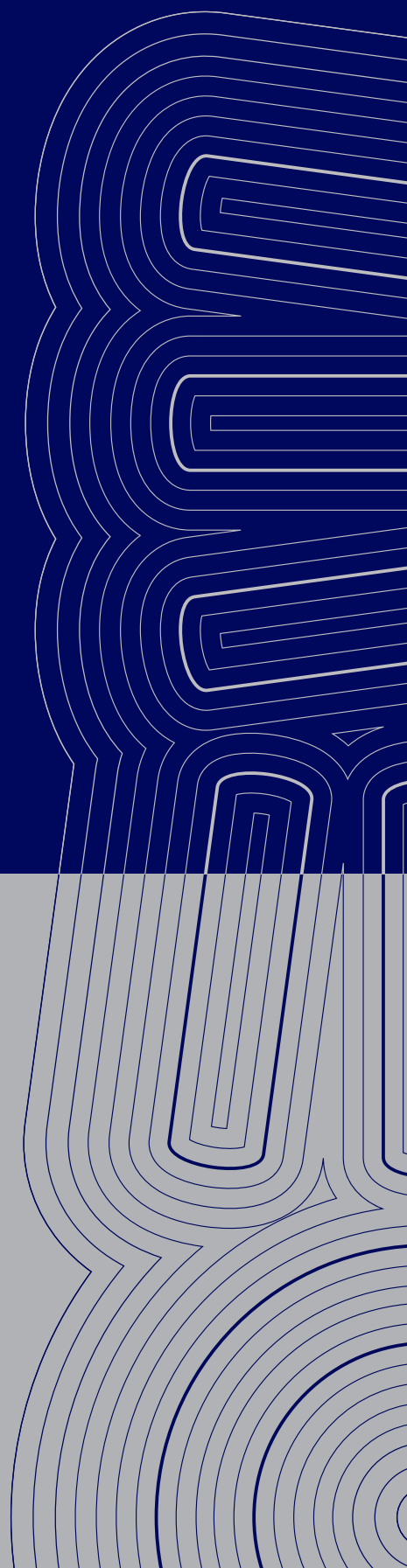




Code of Conduct for Third Parties

MEO Group



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1. MEO Group

The MEO Group's operating principles comprise a set of fundamental ethical values and commitments that mark its identity, distinguish it in the business world and permanently guide its entire activity.

Our purpose

Connecting people to a more innovative, inclusive and sustainable life.

Our mission

To lead technological and digital transformation through innovation, fostering a more humane society.

Our vision

Leading the future.

Our Values

- **Leadership:** The attitude of our determination: pride in being first, experience of success, ability to deliver, reliability, taking responsibility.
- **Innovation:** Bold commitment to the future: setting trends, reinventing every day, constantly striving for the best.
- **Collaboration:** The ideology that connects us to solutions: working as a team, collaborating, being an integral part, overcoming challenges together.
- **Creativity:** The culture that defines our evolution.

2. Scope and objectives of the Code

This Code of Conduct defines essential principles and values that form part of the MEO Group's corporate culture and which must be observed by all third parties in their relations with the Group, regardless of their operations and geography, and of any subcontracting that may take place.

Disclosure of this Code aims to prevent any form of corruption or other similar behaviour and, above all, to guarantee upright conduct, based on honesty, ethics, transparency and responsibility in actions and decisions, conferring trust and respect on all stakeholders who interact with the MEO Group.

This code was drawn up in accordance with all applicable laws and regulations, international standards such as the United Nations Universal Declaration of Human Rights, International Labour Organisation conventions, the United Nations Convention on the Rights of the Child, the European Organisation for Economic Cooperation (OECD) and ISO (International Standards Organisation) criteria. It also reinforces the MEO Group's commitment to the 10 Principles of the United Nations Global Compact, in the areas of Human Rights, Labour Practices, Environmental Protection and Anti-Corruption, as well as the Sustainable Development Goals and the defence of Human Rights.

By accepting the commitments of this Code, third parties who have dealings with the MEO Group recognise that all agreements, contracts and commercial relations with the Group, current and future, are subject to the provisions contained in this document.

3. Rules and principles of conduct

3.1. Ethics and Integrity in Business

- a) Third parties and their employees must show professionalism, respect, honesty, good faith and courtesy when dealing with the MEO Group.
- b) Compliance with the principles of honesty and good faith presupposes that the commercial conditions of the relationship are defined and complied with in a clear, honest, transparent and unambiguous manner.
- c) Third parties must ensure scrupulous compliance with the legal and regulatory rules applicable to their activity, refraining from carrying out any acts that violate said normative provisions.
- d) Where the provisions of this Code of Conduct are more stringent than applicable local, national or international law, the third party must comply with this Code.

3.2. Conflicts of Interest

- a) MEO Group employees may not be involved in decision-making processes that directly or indirectly involve third parties with whom they collaborate or third parties associated with close family members or current or past partners.
- b) Third parties with whom MEO Group has a relationship may not negotiate, contract or formalise any agreements, directly or indirectly, with any employee of the Group when there is a conflict of interest, i.e. when the employee has a financial or non-financial interest in the third party or when the third party is associated with close family members or current or past partners.

3.3. Offers and hospitality

- a) Without prejudice to paragraph b), MEO Group employees must not accept or grant gifts, payments or other favours from or to third parties.
- b) Offers received or granted from or to third parties, in the exercise of MEO Group's activities, or because of them, may be admitted, provided that they cannot reasonably be understood or interpreted as an attempt to influence or obtain illegitimate advantages, and are subject to internal registration and approval procedures.

3.4. Preventing corruption

MEO Group repudiates all acts practised or omitted for the purpose of obtaining an undue advantage or compensation, and third parties with whom it has dealings must refrain from this type of conduct, in particular:

- a) **Passive Corruption** (including solicitation or acceptance of a bribe): The solicitation or acceptance by the third party, by itself or through others, with that party's consent or ratification, of any undue value or advantage, or the promise thereof, for itself or for others, in return for an act or omission that violates its obligations.
- b) **Active Corruption** (including offering or paying a bribe): The offer or promise, by the third party, by itself or through others, with the consent or ratification of that party, to other parties, of any undue value or advantage as consideration for an act or omission, which violates the obligations of the recipient.
- c) **Other Related Offences** (equivalent to corruption): Any similar offences against the proper functioning of the MEO Group's activity and the market and against the ethical relationship with the MEO Group, including bribery, embezzlement and prevarication, exchange of influence and receiving an economic advantage in business.

3.5. Confidentiality and Protection of Personal Data

The third party must ensure the confidentiality of the information to which it has access as a result of its relationship with MEO Group, including personal data, sensitive commercial information or inside information.

The third party must comply with the applicable legislation on data protection, processing the personal data it accesses within the framework of the relationship with MEO Group by appropriate means. In doing so, the third party undertakes to:

- a) adopt procedures and technology capable of guaranteeing the protection of information and personal data;
- b) immediately report any situation that may give rise to non-compliance with the General Data Protection Regulation (GDPR) within the scope of your relationship with the MEO Group by e-mail: dpo@meo.pt;
- c) ensure the means for adequate monitoring, management and mitigation of security risks and continuity of information systems;
- d) allow access only to authorised persons who have a legitimate need to access personal data.

The third party is prohibited from commercialising, disclosing or sharing confidential information or personal data in its possession without the express consent of MEO Group.

MEO Group reserves the right to monitor and evaluate the compliance of third parties with the obligations set out herein.

3.6. Competition

- a) In their business activities, third parties with whom MEO Group has dealings must develop transparent and fair competitive practices.
- b) Third parties must comply with market rules and criteria and not enable unfair competition or anti-competitive practices, in particular through sharing or price-fixing agreements, complicity aimed at obtaining advantages over competitors and obtaining commercial information through illegal means, and must respect material and intellectual property rights.

3.7. Human Rights and Working Conditions

Respect for human rights

- a) The third party must implement internal processes to identify, avoid causing, contribute to or be linked to any human rights violations, in its own business and in its supply chain, and mitigate possible adverse impacts of its activities on those same rights.

Forced Labour and Human Trafficking

- a) The third party must not use any form of forced or compulsory labour, slavery or human trafficking;
- b) The third party must guarantee that its workers will not be obliged to give bonds or identification documents to their employers and will be free to leave their jobs upon legally established notice;
- c) The third party must establish policies and processes to ensure that nowhere in its supply chain, or in its own business, is labour provided under conditions of slavery or human trafficking.

Child labour

- a) The third party must strictly prohibit child labour or any form of exploitation of young workers;
- b) The third party must not employ any worker who is not of legal working age;
- c) Children or young people under the age of 18 should not be employed in dangerous activities, night work or other activities that are incompatible with their personal development, nor should their work interfere with their compulsory education.

Conflict Minerals

- a) If applicable, the third party must guarantee that the products supplied to MEO Group do not contain metals originating from minerals or their derivatives from conflict regions that directly or indirectly finance or benefit from armed groups that commit serious human rights abuses;
- b) The third party's policy and procedures should be aligned with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

Working hours

- a) The working hours applicable to the third party's employees must comply with national legislation and the sector's benchmarks, with the criteria that offer the highest levels of worker protection prevailing;
- b) The third party must not require a working week, including overtime, of more than 60 hours and must guarantee at least one day off after six consecutive working days;
- c) The provision of overtime work must be voluntary and must not be requested on a regular basis, but must always be compensated at a special rate, in accordance with the legislation in force.

Remuneration and Benefits

- a) The third party must guarantee wages, allowances and other social benefits at least equal to what is established in the legislation in force. Where there are no national legal standards, pay must be sufficient to meet basic needs (ILO C131 - Minimum Wage Fixing Convention);
- b) Workers must receive comprehensible written information about their working conditions and wages before they are hired;
- c) The third party must ensure that wages are paid in legal currency and at regular intervals;
- d) The third party must not make any deductions from wages without the worker's authorisation, except those permitted by law or collective agreements;
- e) The third party should not use salary deductions as a disciplinary measure.

Diversity, inclusion and non-discrimination

- a) The third party should promote diverse teams internally, guaranteeing the same opportunities among its employees. It must follow an equality policy and there must be no discrimination in recruitment, compensation, access to training, promotion, termination or retirement including, but not limited to, discrimination based on: gender, gender identity, ethnic origin, race, colour, age, sexual orientation, social origin, family status, pregnancy, nationality, disability, religion, political affiliation, party affiliation or any other circumstance;
- b) The third must guarantee equal pay for men and women for work of equal value.

Freedom of Association and the Right to Collective Bargaining

- a) Employees of the third party and its subcontractors have the right to form and join trade unions and bargain collectively, in accordance with national legislation;
- b) The third party must establish relationships of collaboration and mutual trust with the local and international trade unions present in the different countries;
- c) Workers' representatives must not be discriminated against and must be able to exercise their representative functions in the workplace;
- d) Where local legislation limits the right to freedom of association and collective bargaining, the third party should consider facilitating, not hindering, the development of parallel legal means for free and independent association and bargaining.

Violence and Harassment at Work

- a) The third party will treat all workers with respect and dignity;
- b) The third party must promote a zero-tolerance environment for violence and harassment, with sexual or other harassment, physical or verbal abuse or any threats or other forms of intimidation being completely prohibited.

Training and retraining

- a) The third party must guarantee the participation of its employees in training and/or retraining programmes, with a view to ensuring their good professional performance and their ability to work, taking into account the individual needs of each one.

Health and Safety at Work

- a) The third party must ensure compliance with the applicable legislation on Occupational Health and Safety, as well as compliance with national and international safety standards and best practices;
- b) The third party must ensure that workplaces are safe and healthy and do not pose risks to workers' health and safety. Provide, whenever necessary and at no cost to the worker, work equipment, clothing and personal protective equipment that prevents the occurrence of work incidents or eliminates/minimises their consequences, protecting workers' health;
- c) The third party must provide training for workers, promoting the development of their skills in the field of Safety and Health at Work, in particular, to remove themselves from situations of serious and imminent danger, to be able to identify the dangers and risks associated with their work and to know the practices necessary to minimise them;
- d) The third party must establish procedures and prepare workers to respond to emergency situations such as fires, floods and earthquakes, among others;
- e) The third party must define, implement and maintain reporting, investigation and action-taking mechanisms to identify and manage incidents and emergency situations.

3.8 Environment

Energy Consumption and GHG Emissions

- a) The third party must implement measures to minimise and monitor emissions of greenhouse gases (GHG) and toxic and hazardous pollutants, and is encouraged to set science-based GHG reduction targets (in line with the Paris Agreement);
- b) The third party must develop products or services that are energy efficient and must reduce GHG emissions throughout the entire life cycle and value chain.

Minimising Waste and Maximising Recycling

- a) The third party must identify, monitor, reduce and treat the waste produced by all its activities in order to reduce its environmental footprint;
- b) The third party must have systematic waste management processes that prioritise reuse and recycling wherever possible, with the aim of contributing to the circular economy;
- c) The third party should try to improve and rationalise the efficiency of resources and reduce their consumption, including raw materials, energy, water and fuel, by changing production, maintenance and installation processes, substituting materials, conserving, recycling and reusing materials;
- d) The third party is encouraged to develop and use environmentally friendly innovations and practices that reduce negative environmental impacts.

Dangerous substances

- a) If applicable, the third party must comply with all applicable laws, regulations and MEO Group requirements regarding the prohibition or restriction of specific substances. The use of hazardous chemicals and other materials included in the products must be avoided, especially those included in the list of substances of very high concern of the REACH regulation (Registration, Evaluation and Authorisation of Chemicals). If this is not possible, the provisions of the aforementioned regulation must be complied with and their correct use, reuse, recycling and disposal must be guaranteed;
- b) If applicable, the third party must provide electrical and electronic equipment that complies with all European Union legislation, including but not limited to RoHS (Restriction of Hazardous Substances) and REACH, regardless of the country where the product will be used, including non-European countries.

4. Monitoring and Code Violations

- a) Third parties with whom the MEO Group has dealings must guarantee and monitor full compliance with this Code;
- b) The third party must disclose this Code to subcontractors, making every effort to ensure that they comply with it;
- c) The third party must provide MEO Group with reasonable access to all relevant information and facilities for the purposes of assessing performance in relation to this Code;
- d) The third party must immediately notify MEO Group of any serious breach of this Code, in its own operations or in the supply and subcontracting chain, and, together with the Group, agree on a timetable for corrective action;
- e) A breach of this Code may be considered a material breach of the contract with MEO Group and, consequently, the Group reserves all its legal rights and remedies in relation to such breach.

5. Whistleblowing Channel

MEO Group provides a reporting channel for corruption offences, in accordance with the provisions of Law 93/2021 of 20 December, namely on whistleblower protection.

Report can be made by any entity outside the company and may concern offences committed or still in progress, or the commission of which can reasonably be foreseen, as well as attempts to conceal such offences, namely in accounting, financial reporting or auditing, or any other relevant related issues. Any inappropriate practices that violate the good practices of the MEO Group's [Code of Ethics and Conduct](#), especially with regard to human rights, social and environmental responsibility, may also be reported. We guarantee the anonymity of anyone who makes a report. Reports can be made using the following link: [Submit complaints | MEO Institutional](#).

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