

## **SUPPLIER CONDUCT PRINCIPLES**

Developing values and guidelines reflected in the Corporate Codes of Conduct, the Company has developed Supplier Conduct Principles reflecting fundamental values of the Company and individual provisions of the Corporate Codes of Conduct applicable to suppliers. Supplier Conduct Principles are reflected to the possible extent in all commercial contracts the Company enters into.

### **1. Relationship with National Law**

In addition to complying with the provisions of the Supplier Conduct Principles (hereinafter “the Principles”) the Supplier shall comply with National laws. Where the provisions of National laws and the Principles address the same subject, and are not in conflict, the highest standard shall be applied. Should any of the requirements in the Principles conflict with National laws in the sense that it would represent a breach of National laws if the Principles were applied, the highest standards consistent with National laws shall be applied.

### **2. Human Rights**

The Supplier shall respect internationally proclaimed human rights, and shall avoid being complicit in human rights abuses of any kind. The Supplier shall respect the personal dignity, privacy and rights of each individual.

### **3. Labor Standards**

#### **3.1 Freedom of Association and the Right to Collective Bargaining**

The Supplier shall ensure and recognize the right of free association and collective bargaining of employees and/or workers (employees and/or workers hereinafter to be collectively referred to as “Worker/Workers”). The Supplier shall not discriminate against Worker’s representatives or members of trade unions, which shall also have access to carry out their representative functions in the workplace.

Where the right to freedom of association and collective bargaining are restricted under National laws, the Supplier shall allow Workers to freely elect their own representatives.

#### **3.2. Forced Labour**

The Supplier shall not use forced or compulsory labour, including, but not limited to, debt bonded labour. Each Party shall ensure that the work relationship between the Worker and the Supplier is freely chosen and free from threats.

The Supplier shall ensure that all Workers shall be free to leave their employment/work after giving due notice. Workers shall not be required to lodge deposits of money, identity papers or similar in order to get or keep their employment/work.

#### **3.3. Child Labour**

The Supplier shall not employ or use child labour. In these Principles “child” means anyone under 15 years of age, unless National laws stipulates a higher mandatory school leaving or minimum working age, in which case the higher age shall apply. “Child labour” means any work by child or young person unless it is considered acceptable under the ILO Minimum Age Convention 1973 (C 138).

If any child is found working at the premises of the Supplier, it shall immediately take steps to redress the situation in accordance with the best interests of the child.

The Supplier shall secure that persons under the age of 18 do not perform any hazardous work. In these Principles ‘hazardous work’ means work which exposes children to physical, psychological or sexual abuse; work underground, under water, at dangerous heights, in confined spaces; work with dangerous machinery, equipment and tools, or which involves the handling or transport of heavy loads; exposure to hazardous substances, agents or processes, temperatures, noise levels or vibrations; particularly difficult conditions such as work for long hours or at night or where the child is unreasonably confined to the premises of the

Supplier.

### **3.4. Non-Discrimination**

The Supplier shall prohibit direct or indirect negative discrimination based on race, colour, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status, and shall promote equality of opportunity or treatment in employment and occupation.

The Supplier shall prohibit and refuse to tolerate, and not confer upon its Workers, any unacceptable or degrading treatment, including mental cruelty, sexual harassment or discrimination gestures, language or physical contact, that is sexual, coercive, threatening, abusive or exploitative.

### **3.5. Employment Conditions**

The Supplier shall provide remuneration that meets any national legal standard on minimum wage. The basis on which Workers are being paid is to be clearly conveyed to them in a timely manner.

The Supplier shall secure that working hours are not excessive and as a minimum comply with National laws.

The Supplier shall respect the individual Worker's need for recovery and secure that all Workers have the right to adequate leave from work with pay.

The Supplier shall secure that all Workers are provided with written agreements of employment setting out employment conditions in a language understandable to the Worker.

## **4. Health and Safety**

The Supplier shall secure that the Workers are provided with a healthy and safe working environment in accordance with internationally recognized standards.

The Supplier shall do its utmost to control hazards and take necessary precautionary measures against accidents and occupational diseases. Whenever necessary Workers are to be provided with, and instructed to use, appropriate personal protective equipment.

The Supplier shall provide adequate and regular training to ensure that Workers are adequately educated on health and safety issues.

The Supplier shall secure that, where it provides accommodation, it shall be clean, safe and meet the basic needs of the Workers, and, where appropriate, for their families.

## **5. Environment**

The Supplier shall take a precautionary approach towards environmental challenges, undertake initiatives to promote greater environmental responsibility, and encourage the development and diffusion of environmentally friendly technologies.

The Supplier shall act in accordance with relevant local and internationally recognized environmental standards.

The Supplier shall minimize its environmental impact and continuously improve its environmental performance.

## **6. Prohibited Business Practices**

### **6.1. Corruption and other Prohibited Business Practices**

The Supplier shall comply with National laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices. The Supplier shall not offer, promise or give any undue advantage, favour or incentive to any public official, international organization or any other third party. This applies regardless of whether the undue advantage is offered directly or through an intermediary.

### **6.2. Gifts, Hospitality and Expenses (Business Courtesies)**

The Supplier shall not, directly or indirectly, offer gifts to Kyivstar's employees or representatives or anyone

closely related to these, unless the gift is of modest value. Hospitality, such as social events, meals or entertainments may be offered if there is a business purpose involved, and the cost is kept within reasonable limits. Travel expenses for the individual representing Kyivstar shall be paid by Kyivstar. Hospitality, expenses or gifts shall not be offered or received in situations of contract negotiation, bidding or award.

### **6.3. Money Laundering**

The Supplier shall be firmly opposed to all forms of money laundering and shall take steps to prevent its financial transactions from being used by others to launder money.

### **6.4. Competition**

The Supplier shall under no circumstances cause or be part of any breach of general or special competition regulations, such as illegal cooperation on pricing, illegal market sharing or any other behaviour that is in breach of relevant competition laws.