



MILlicom
THE DIGITAL LIFESTYLE

Millicom Supplier Code of Conduct 4.0

October 10th, 2019.

Guiding Principles

Millicom firmly believes that responsible business practices lead to sustainable business success and high-quality products and services. Millicom is committed to always operate responsibly and extends this responsibility to its supply chain.

The purpose of this Millicom Supplier Code of Conduct is to set out basic requirements and standards of performance that all our suppliers, partners, consultants and other third parties must meet in order to do business with Millicom. Millicom expects that Suppliers fulfill the highest standards of honesty, fairness and ethics while setting baseline expectations in the areas of health and safety, environmental, fair labor, human rights and compliance.

Compliance with Laws

Suppliers shall operate their businesses in full compliance with the laws of their countries and any other applicable laws, rules and regulations as a condition of doing business with Millicom. In the event of any differences between local laws and this Code, Supplier must follow the more restrictive mandate. In countries where no legislation on health and safety, fair labor, human rights, compliance and environment exist or if existing laws are not enforced, Suppliers shall always comply with the law, and follow responsible business practices which are in keeping with international standards and industry best practices.

This Code may be translated into Spanish for purposes of convenience, however in the event of a conflict, discrepancy or ambiguity between the English version and any translated version, the English version shall prevail.

Subcontractors

In the event a Supplier requires a Subcontractor to fulfill part or all obligations of any agreement, purchase order or other contractual relationship between Supplier and Millicom, Supplier will:

- obtain prior written approval from Millicom to allow the use of said Subcontractors.
- provide the Code to its Subcontractors and require them to adopt practices and policies to comply with the Code.
- provide written proof of Subcontractors' knowledge and compliance with this Code.

Business Ethics and Responsible Business Practices

Millicom's Suppliers must be committed to the highest standards of ethical conduct and responsible business practices. The promotion of business ethics, and anti-corruption are fundamental to doing business the right way and are also key elements of sustainable and long-term business development.

Bribery and Corruption

Millicom has zero tolerance for any form of corruption, bribery, extortion and/or embezzlement and Millicom will not do business with any Supplier that engages in such activities. Suppliers shall have an anti-corruption policy or equivalent that sets out the principle of zero tolerance of any form of bribery and/or corruption within their organization and with any third party, including facilitation payments.

All Suppliers shall at all times comply with the obligations set out in this Section of the Code and with any specific anti-bribery and corruption clauses as included in a contract entered into with Millicom or its affiliates. Millicom will conduct thorough screenings of new Suppliers as well as existing Suppliers at Millicom's sole discretion.

Money Laundering

All Suppliers shall comply with anti-money laundering laws and regulations and shall ensure that Supplier and its Subcontractors shall not participate in, nor facilitate money-laundering activities.

Gifts and Hospitality

Millicom prohibits promising, giving, asking, accepting or receiving gifts other than promotional or branded items of nominal value (gadgets) Hospitalities must not be provided with the intent to improperly influence another person (including Government Officials and private persons), or where the hospitality could be perceived to improperly influence or create an obligation.

Conflict of Interests

All Suppliers must disclose actual or potential conflict of interest to avoid any type of risk within the Supplier and Millicom business relationship.

Confidential Information and Data Protection

Suppliers may receive, encounter or access confidential information, which is of a proprietary nature to Millicom and its business activities. Supplier commits to safeguarding and protecting all information received and shall not use any confidential information other than for those business purposes for which it was provided to Supplier. Any supply agreement, contract or purchase order that exists between Millicom and Supplier is considered confidential information.

Supplier must comply with all Data Protection Laws and not do or cause or permit to be done, anything which may cause or otherwise result in a breach of said laws.

Intellectual Property

Suppliers must comply with all the applicable laws governing intellectual property rights assertions, including protection against disclosure of copyrights and trademarks.

Suppliers will ensure that any marketing or advertising activities of Millicom's products and services conducted by Suppliers on behalf of Millicom will comply with all applicable laws and will follow Millicom's Trademark Usage Guidelines <https://brand.tigo.com/d/Y1SQ9kbC0nxf/>. In addition, Suppliers will refrain from issuing any press releases or other public disclosures related to any of its business relationships with Millicom, without Millicom's prior written approval.

Fair Labor, Human Rights and Protections

Suppliers will not knowingly cause, contribute or become complicit in the violation of human rights. Suppliers shall adopt policies and responsible business practices which are consistent with the “Universal Declaration of Human Rights”, the “UN Guiding Principles for Business and Human Rights”, and the “International Labor Organization Core Conventions “. For more details, please find our Human Rights Policy [here](#).

Involuntary or Forced Labor

Millicom prohibits the use of forced labor and Suppliers shall not engage in any form of compulsory or forced labor, debt bondage, slavery, human trafficking or involuntary prison labor. In addition:

- Suppliers should not place any unreasonable restrictions on workers’ freedom of movement in any of Supplier’s working facilities.
- Suppliers’ employees and contractors must be free to leave work or terminate their employment after providing reasonable notice. All workers shall not be deprived of their identity documents or work permits and their employment shall be voluntary.

Prohibition of Child Labor

Millicom believes education for all children is essential to long term development; and is strictly against and prohibits the use of child labor in its operations, distribution network and the manufacturing or execution of the products and services it purchases. Suppliers shall prohibit child labor, ensure children are not employed by their suppliers and follow other relevant ILO and UNICEF recommendations with regards to children’s rights.

No workers under the age for mandatory schooling shall be employed by Supplier. Suppliers shall have rigorous age verification procedures that include maintaining copies of official government authenticated documentation for every worker and confirmation of the worker’s date of birth. In countries where official proof of work documents, birth certificates, or government issued identification is not available, Suppliers must employ independent and reliable means for determining workers’ ages.

Suppliers and their suppliers shall not employ anyone unless they have reached the greater of i) Local minimum employment age or ii) age of fifteen (15). Suppliers shall maintain all records of “proof of age” documents for each person in their employment. Suppliers will ensure that when employing any “underage” worker (anyone under the age of 18 but above the legal minimum working age), they will not be employed in physically demanding or exposed to working conditions and hours of work that could pose a danger to their health, safety or development, including any job function. Parental/guardian approvals, registration and physical fitness examinations, or any other requirement or restriction related to an underage worker will be strictly followed. In addition to local regulations, the restrictions of this section will apply to any persons indirectly hired such as freelancer and/or independent contractors for the purposes of selling and/or providing Millicom products and services.

Employment Practices

Suppliers will treat all employees with respect and dignity ensuring workers are not subjected to suffering, threatening behavior or any kind of inhumane treatment, including corporal punishment, physical or verbal abuse, sexual or other harassment or other forms of abuse or intimidation.

Working Hours

Suppliers shall adhere to both local and international laws regarding daily and weekly working hours including laws concerning break-time and maximum overtime. Suppliers shall provide paid leave and holidays as required by law or that meet the local industry standard, whichever is greater. Suppliers shall also allow works at one day off in seven days, or the local legal standard if more stringent. A “day” is considered a minimum of twenty-four (24) hours of continuous rest.

Wages

Supplier’s employees are to be paid fair wages for all hours worked and clearly communicate those wages to be paid to the employees, in advance of commencing work. Workers are to be paid at least minimum legal wage or a wage that meets local industry standards, whichever is greater, and Suppliers shall also inform all employees if overtime is required and the wages to be paid for such overtime.

Equal Opportunity Employment and Discrimination

Millicom promotes and practices respect for a diverse and inclusive workforce, the maintenance of a positive work environment and discourages discrimination in the workplace. Millicom engages and supports the hiring of under-represented groups (such as women, minorities, disabled persons, and LGTBI persons) and encourages its Suppliers to do likewise. Suppliers shall not engage in or support any form of discrimination in hiring, employment terms, remuneration, promotion, termination, retirement procedures or decisions, and access to training including without limitation no discrimination based on: race, color, age, veteran status, gender identification, sexual orientation, pregnancy, ethnicity, disability, religion, political affiliation, trade union membership, nationality, indigenous status, medical condition, HIV or other health status, social origin, and social or marital status.

Freedom of Association

Suppliers shall respect the right of workers to freely create, become members or refrain from membership in a labor union of their choice, without suffering any form of discrimination, intimidation or harassment, in accordance with local law and international standards.

Foreign or Migrant Workers

Suppliers shall ensure that migrant workers are not subject or to any form of forced, compulsory, bonded, or indentured labor. Suppliers shall ensure that all work must be voluntary and workers must be free to terminate their employment at any time, without penalty Suppliers shall ensure that migrant workers (or their family members) shall not be threatened with denunciation to authorities to coerce

them into taking up employment or preventing them for voluntarily terminating their employment, at any time, without penalty.

Protection from Occupational Hazards

Suppliers shall ensure they apply and adhere to respective local and international health, safety and environmental legislative requirements for their specific work activities, services and supplies. By adhering to such legislative requirements, Suppliers shall identify and control all foreseeable hazards and risks and also, mitigate, to the extent it is reasonably possible, the protection of all workers and others affected by their activities or outcome. Such controls shall include, without limitation, the provision of protective equipment and clothing, training specific to the task(s) and working environment.

Emergency Preparedness

Suppliers must have suitable and sufficient processes and procedures that protect its workers from identified emergency risks (fire, flooding, hurricane, earthquakes, etc.) and adoption of appropriate emergency plans, security equipment, working fire alarms and evacuation procedures.

Occupational Injuries and Illnesses

Suppliers are required to maintain accurate records of any occupational health and safety injuries or illnesses of its workers, which may be subject to inspection or reporting to Millicom. Workers should be encouraged to report injuries and illnesses, in order to prevent further accidents of a similar event. Recording details shall also provide for trend analysis and evidence to support such workplace accidents.

Conflict Minerals

Suppliers who manufacture components, parts and/or products containing tantalum, tungsten, tin and gold shall maintain policies and procedures to reasonably ensure that purchased raw minerals originate only from smelters and mines validated as 'conflict free'. Suppliers shall exercise due diligence on the source and chain of custody of such minerals and shall permit Millicom to audit or inspect the origins of materials in their products and measures taken to prevent the use of raw materials from "conflict zones". Upon request from Millicom, Suppliers shall certify that neither Supplier nor its Subcontractors use raw minerals which originate from "conflict zones".

Environmental Protection

Suppliers should recognize and strive to minimize any adverse environmental impact caused by their operations, products and services during their entire product life cycle: production, transport, use and disposal or recycling. Suppliers shall comply with all relevant legislation and international standards. In countries where there is no environmental legislation nor enforcement of existing legislation, Suppliers shall adopt reasonable practices to manage the environmental impact of their operations, products or services. Suppliers should also take the following measures:

- Permits and Reporting-Where required by law, obtain environmental permits and/or licenses and comply with both local and international legislation and report their activities related to Millicom manufacturing, transportation and disposal of waste within local operations.
- Waste Reduction and Treatment- Endeavor to minimize landfill waste resulting from their production activities by recycling and other waste reduction methods. Suppliers shall also reduce, properly treat and control liquid waste and wastewater from being discharged.
- Hazardous Materials- Identify any chemical substances and other hazardous materials used by Suppliers which may cause damage to humans and the environment and may be used for production or services and when required report these to local authorities and ensure all hazardous gases, substances and materials are properly maintained so as to minimize any harm or risk to humans or the environment.;
- Applicable Regulations- Comply with RoHS, REACH and any other relevant applicable regulations, which seek to ban or minimize hazardous substances.
- Product Labelling- Suppliers shall follow any labelling requirements of local and international laws and regulations regarding potential environmental impact, including but not limited to packaging, disposal of electrical and electronic equipment, and prohibition and restriction of potentially hazardous or harmful substances.
- Electronic and Radio Equipment- Suppliers are encouraged to develop products through processes that feature:
 - A low energy consumption and environmental impact during their manufacturing, delivery and installation;
 - A low energy consumption in operation;
 - An improved resistance to high temperatures (thus decreasing the need for cooling);
 - A lower content of hazardous components;
 - A design that facilitates the reuse and or recycling prior to disposal.

Any equipment provided by Suppliers emitting electromagnetic fields (EMF) should be manufactured, tested and compliant with global safety standards as defined by International Commission on Non-Ionizing Radiation Protection (ICNIRP), and for mobile handsets within the SAR safety limits.

Community Engagement

Millicom encourages Suppliers to engage in supporting the communities where they operate to promote social and economic development.

Monitoring Millicom Supplier Code of Conduct

Millicom may monitor and take various measures to assess and verify Suppliers adherence to this Millicom Code of Conduct. Failure to comply with the terms of the Code may result in disqualification and termination of Supplier.

Documentation, Records & Right to Audit

Supplier shall maintain full and accurate records relating to its compliance with this Code during and after termination or expiration of the business relationship between Millicom and Supplier. Millicom may at its sole discretion audit those documents and records upon reasonable notice to Suppliers.

Commitment & Transparency

Millicom may report consolidated data regarding the progress of its Suppliers' compliance with this Code in its annual corporate responsibility reporting and Suppliers agree to such disclosure. In such reporting, Suppliers will not be named or otherwise identified, without prior approval of Supplier.

Speak Up

Suppliers shall report any instances of illegal or unethical behavior or breaches of this Code (in relation to the goods and services being provided to Millicom). Millicom and the Supplier's workers or agents who may raise concerns about ethical or legal issues or breaches of this Code within Millicom or the Supplier, shall be protected against retaliation for any good faith reporting of wrongdoing. Reports, to the Millicom Ethics & Compliance team can be made, including anonymously through the [Millicom Ethics Line](http://www.millicom.ethicspoint.com) hosted by an independent third party on www.millicom.ethicspoint.com.

Employee Protection

All Suppliers are expected to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. Suppliers are also expected to take action to prevent, detect, and correct any retaliatory actions.

Defined Terms

“Code” Millicom’s Suppliers Code of Conduct.

“Millicom” Millicom and its affiliated companies.

“Suppliers” Millicom suppliers’, partners, vendors, consultants and other third parties.

“Subcontractors” third party required by Supplier to complete part or all of the obligations of any agreement.

By signing this document, I hereby agree to the terms and conditions stated in this Millicom Supplier Code of Conduct.

Supplier Legal Entity Name:

Signatory Full Name:

Signatory Title:

Date:

Signature:

Add initials on all pages and report here:

Supplier Company Stamp: