



MILLICOM
THE DIGITAL LIFESTYLE

Millicom Supplier Code of Conduct 4.0

March 20th, 2020

Guiding Principles

Millicom firmly believes that responsible business practices lead to sustainable business success. Millicom is committed to operating responsibly and extends this responsibility to its Suppliers.

The purpose of this Code is to set out the basic requirements and standards of performance that all of our Suppliers must meet in order to do business with Millicom. Suppliers must fulfill the highest standards of honesty, fairness, and ethics in the areas of health and safety, environmental, fair labor, human rights, and compliance.

Compliance with Laws

Suppliers shall fully comply with all applicable laws, rules, and regulations as a condition of doing business with Millicom. In the event of any differences between applicable laws and this Code, Supplier must follow the more restrictive mandate. Regardless of whether no legislation on health and safety, fair labor, human rights, compliance, and environment exists in the territory or if existing laws are not enforced, Suppliers shall always follow responsible business practices which meet the highest international standards and industry best practices.

Subcontractors

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

- obtain prior written approval from Millicom before engaging any Subcontractor;
- provide the Code to its Subcontractor and require Subcontractors to comply with the Code; and
- provide any documentation requested by Millicom to confirm the Subcontractor's knowledge of and compliance with this Code.

Business Ethics and Responsible Business Practices

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 prohibits any form of bribery and/or corruption within their organization and with any third party, including facilitation payments. Suppliers shall at all times comply with the obligations set out in this Code and with any anti-bribery and corruption obligations included in any contract entered into with Millicom. Millicom may conduct thorough screenings of new and existing Suppliers, as well as of any potential Subcontractors, at Millicom's sole discretion.

Money Laundering

Suppliers shall comply with all applicable anti-money laundering laws and regulations and shall ensure that Supplier and its Subcontractors do not participate in or facilitate money-laundering activities.

Gifts and Hospitality

Millicom prohibits promising, giving, requesting, or accepting gifts other than promotional or branded items of nominal value. Suppliers i) shall not provide gifts in relation to their business dealings with customers and government officials; and ii) shall not provide any hospitality to government officials, or to private persons with the intent to improperly influence them or where the hospitality could be perceived to improperly influence or create an obligation.

Conflict of Interests

Suppliers must disclose actual or potential conflicts of interest to avoid any type of risk to Supplier's business relationship with Millicom.

Confidential Information and Data Protection

Suppliers may receive, encounter, or access confidential information, which is of a proprietary nature to Millicom. Supplier shall safeguard and protect all Millicom information that can reasonably be considered to be of a confidential nature 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 applicable data protection laws.

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.

Intellectual Property

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

Suppliers must ensure that all marketing and advertising activities conducted on behalf of Millicom comply with all applicable laws and with Millicom's trademark guidelines.

Fair Labor, Human Rights, and Protections

Suppliers shall 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 on Business and Human Rights,” and the “International Labour Organization Fundamental Conventions.”

Involuntary or Forced Labor

Millicom prohibits the use of forced labor. Suppliers shall not engage in any form of compulsory or forced labor, debt bondage, slavery, human trafficking, or involuntary prison labor, and shall not place any unreasonable restrictions on workers’ freedom of movement in any of Supplier’s working facilities. Supplier’s employees and sub-contractors must be free to leave work or terminate their employment after providing reasonable notice. Supplier shall not deprive its employees and sub-contractors of their identity documents or work permits, and their employment shall at all times be voluntary.

Prohibition of Child Labor

Millicom believes education for all children is essential to long term development. Millicom is strictly against the use of child labor and prohibits its use 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.

Supplier shall not employ any worker under the mandatory schooling age. 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) the local minimum employment age, or ii) age of fifteen (15). Suppliers shall maintain all records of “proof of age” documents for each employee. Suppliers will ensure that “underage” workers (anyone under the age of 18, but above the legal minimum working age) are not employed in physically demanding tasks or exposed to working conditions and hours of work that could pose a danger to their health, safety, or development. 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 contractor for the purposes of selling and/or providing Millicom products and services.

Employment Practices

Suppliers must treat all employees with respect and dignity, and ensure employees are not subjected to threatening behavior, or any kind of inhumane treatment, including but not limited to corporal punishment, physical, verbal, or sexual abuse, or any other form of harassment, 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 employees at least one day off during any seven-day period or comply with the local legal standard if more stringent. A “day” is considered a minimum of twenty-four (24) hours of continuous rest.

Wages

Supplier's shall pay its employees fair wages for all hours worked. Supplier shall clearly communicate those wages in advance of the employee commencing work. Employees shall be paid the greater of the minimum legal wage and the local industry standards. Suppliers shall inform 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, maintains 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 LGBTQ+ persons) and encourages its Suppliers to do the same. Suppliers shall not engage in or support any form of discrimination in hiring, employment terms, remuneration, promotion, termination, retirement procedures, decisions, or professional development based on (but not limited to): 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 employees to freely create, join, or refrain from joining 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 to any form of forced, compulsory, bonded, or indentured labor. Suppliers shall ensure that all work is voluntary and that workers are free to terminate their employment at any time, without penalty. Suppliers shall ensure that migrant workers and their families are not threatened with denunciation to authorities to coerce them into taking up employment or to prevent them from voluntarily terminating their employment, at any time, without penalty.

Protection from Occupational Hazards

Suppliers shall ensure they comply with all applicable local and international health, safety, and environmental legislative requirements for their specific work activities, services, and supplies. Suppliers shall reasonably identify, implement controls, and mitigate all foreseeable hazards and risks. Such controls shall include, without limitation, the provision of protective equipment and clothing and training regarding the hazardous task(s) and working environment.

Emergency Preparedness

Suppliers must have suitable and sufficient processes and procedures that protect its workers from identified emergency risks (i.e. fire, flooding, hurricane, earthquakes, etc.) and must adopt 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. Workers should be encouraged to report injuries and illnesses in order to prevent similar accidents in the future. Recording details shall also provide for trend analysis and evidence to support such workplace accidents.

Environmental Protection

Suppliers should strive to minimize any adverse environmental impact caused by their 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 or enforcement of existing legislation, Suppliers shall adopt reasonable practices to manage the environmental impact of their products and 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.

Suppliers who manufacture components, and/or products containing conflict minerals such as tantalum, tungsten, tin, and gold shall maintain policies and procedures to reasonably ensure that the raw minerals originate only from smelters and mines designated as “conflict free”. Suppliers shall provide Millicom any supporting documentation necessary to confirm compliance with this requirement upon request.

Community Engagement

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

Monitoring

Millicom may take all necessary measures to monitor Suppliers’ adherence to this Code. Failure to comply with the terms of the Code may result in disqualification or termination of Supplier.

Documentation, Records, and Right to Audit

Supplier shall maintain full and accurate records relating to its compliance with this Code. Millicom may, at its sole discretion, audit such records upon reasonable notice to Supplier.

Commitment and Transparency

Millicom may report information regarding Suppliers’ compliance with this Code in its Annual report. Millicom shall not identify Supplier by name in any report without Supplier’s prior consent.

Speak Up

Suppliers shall report any instance of illegal or unethical behavior, or breaches of this Code. Reports to the Millicom Ethics & Compliance Department can be made anonymously through the Millicom Ethics Line by visiting www.millicom.ethicspoint.com.

Those who report ethical or legal issues or breaches of this Code to Millicom or Supplier will be protected against retaliation for any good faith reporting of wrongdoing.

Defined Terms

“Code” means Millicom’s Suppliers Code of Conduct.

“Millicom” means Millicom and its affiliated companies.

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

“Subcontractors” means any third parties engaged by Supplier to complete all of Supplier’s obligations.

This Code may be translated into other languages. In the event of a discrepancy between the English version and any translated version, the English version will prevail.

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

Supplier Legal Entity Name:

Signature:

Signatory Full Name:

Signatory Title:

Date: