Hutchison Drei Austria GmbH Brünner Straße 52 1210 Vienna



Code of Conduct for Suppliers to Hutchison Drei Austria GmbH

This Code of Conduct defines principles that Hutchison Drei Austria GmbH expects from its suppliers of goods and services to comply with. In the event that Hutchison Drei Austria GmbH adapts this Code of Conduct from time to time in the future Hutchison Drei Austria GmbH will put you in a timely manner in knowledge.

As a supplier to Hutchison Drei Austria GmbH you commit to comply with the following rules:

1. Compliance with the law

All measures are taken to adhere to any laws or other relevant regulations.

2. Prohibition of corruption and bribery

- Any forms of corruption or bribery are not tolerated by you including any payment offers or similar allowances in order to affect decision making processes or other actions within Hutchison Drei Austria GmbH.
- You acknowledge that under no circumstances any representative of Hutchison Drei Austria GmbH (whether an employee or an external representative) is allowed to offer or accept gifts or privileges greater than those stipulated in section 4 of this directive whether financial or of any other kind for which the receiver does not have any legal claim.
- Furthermore you take the responsibility not to assign any of your representatives to Hutchison Drei Austria GmbH where there are any justified doubts in their trustworthiness or prior evidence of a lack thereof (i.e. criminal infringements).

3. Privacy

 In the event you have access to confidential information received from Hutchison Drei Austria GmbH or any of its representatives you commit yourself to protect it against unauthorized access and not to transfer any of it without previous permission by Hutchison Drei Austria GmbH.

This includes, but is not limited to:

- Price calculations
- Product developments
- Customer and employee data
- Systems, processes and documentation

and any information thereof.

4. Gifts

- You acknowledge that for Hutchison Drei Austria GmbH representatives, (whether employees or external ones), it is not allowed to accept any gifts or other privileges which exceed the amount of EUR 100 per year. Therefore provisions must be made by the supplier to ensure that this directive is not jeopardized.
- You acknowledge that all devices (i.e. mobile phones, data access devices, computers, etc.) given to anyone of Hutchison Drei Austria GmbH's representatives by you or one of your representatives are deemed to be transferred into the property of Hutchison Drei Austria GmbH.

5. Events

- You acknowledge that for Hutchison Drei Austria GmbH representatives (whether employees or external ones), it is not allowed to accept invitations to any events at which no representative of the supplier is attending or which exclusively serves their personal benefit.
- You acknowledge additionally that Hutchison Drei Austria GmbH representatives (whether employees or external ones) are not allowed to accept invitations to domestic events with a duration of more than 3 days non-stop, even when all other directives have been fulfilled. You are obliged to desist from inviting representatives of Hutchison Drei Austria GmbH for such events.

6. Violation of regulations

- Suppliers must take measures to uphold these rules.
- Suppliers must promptly report any infringements or grievances in connection with any directives stated in this declaration to the Hutchison Drei Austria GmbH Compliance Management Team (compliance@drei.com). The refusal to assist or to provide Hutchison Drei Austria GmbH's Compliance Management Team information regarding suspected violations of the provisions of this directive shall be deemed as an adequate reason for the assumption that such a violation was committed.
- In the event of violations, in particular regarding payments or gifts, Hutchison Drei Austria
 GmbH reserves the right to terminate all contractual relations, which are in place between the supplier and Hutchison Drei Austria GmbH with immediate effect.