

## Sunrise Vendor Code of Conduct

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## 1 PURPOSE AND SCOPE

### 1.1 Purpose

Sunrise LLC and its subsidiaries and affiliates (collectively, "Sunrise") are committed to operating their business in an economically, socially and environmentally sustainable manner and in accordance with highest standards of ethical and professional conduct, believing that this is not only essential to Sunrise's brand and reputation but also helps ensuring the long-term overall success of Sunrise and its stakeholders and creates a long-term positive impact for clients, employees, investors and the society at large.

To run its business, Sunrise also engages vendors, consultants, contractors, temporary workers and other third-party individuals or firms that provide various products and services to Sunrise (collectively, "Vendors" and/or "Vendor"). Vendors are seen as business partners of Sunrise and are expected to demonstrate the highest standards of business conduct, integrity and adherence to the law. Sunrise wants to ensure that Vendors will comply with all principles specified in this document.

### 1.2 Scope

This *Sunrise Vendor Code of Conduct* ("Vendor Code") outlines the standards regarding Business Integrity and Ethics, Labor Standards and Non-Discrimination, Environment, Data Handling and Governance that Sunrise expects its Vendors to comply with. To advance social and environmental responsibility, the Vendor Code may require Vendors to go beyond compliance with locally applicable laws and regulations.

Vendors must ensure this Vendor Code and the principles and expectations specified herein to be enforced throughout its entire supply chain, i.e., Vendors are also required to ensure that its employees and all direct or indirect subcontractors acknowledge and adhere to the principles and expectations specified in this Vendor Code.

Sunrise has internal policies, controls and reporting structures in place in order to ensure compliance with the Vendor Code and assesses financial, operational and reputational risks as well as potential environmental, social and labor law-related risks in connection with third parties. This allows Sunrise to continuously monitor these relationships, to raise and track issues, and to demand actions for improvement from Vendors and service providers.

In accordance with Swiss rules on non-financial reporting, Sunrise annually reports on areas such as environment, social issues, labor issues, human rights aspects, and the fight against corruption.

### 1.3 Updates

This Vendor Code will be periodically updated and revised to reflect changes in laws and regulations, as well as Sunrise's policies and standards. The most current version is available online at [www.sunrise.ch/business/en/legal/supplier-portal](http://www.sunrise.ch/business/en/legal/supplier-portal) and, unless stated otherwise, will be effective when posted. We expect our Vendors to keep themselves informed as to any changes to this Vendor Code and to visit the Sunrise Supplier Website regularly to keep themselves up to date. Compliance with this Vendor Code shall be each Vendor's responsibility.

## **2 DOING BUSINESS WITH SUNRISE**

### **2.1 General**

Vendors need to accept and confirm the Vendor Code before doing business with Sunrise.

### **2.2 Innovation**

For Sunrise and its business, supporting ongoing innovation is a key element, hence Vendors are expected to contribute to Sunrise's efforts by introducing cutting edge solutions and giving Sunrise early visibility of and access to innovative products and services.

### **2.3 Risk Management Considerations**

Sunrise aims to buy products and services from Vendors that meet Sunrise and applicable regulatory standards to manage risks (e.g. information security risk, child labor, conflicts minerals, Carbon Footprint). Depending on the products and services Sunrise intends to buy, Sunrise may conduct additional risk assessments and requires Vendors to promptly respond to related questionnaires and questions. These risk assessments are precondition for entering into any agreement with the Vendor. The risk assessments are repeated on a regular basis throughout the agreement lifecycle (depending on the product/service).

### **2.4 Contract and/or Purchase Order requirement**

Vendors acknowledge that this Vendor Code does not constitute a contractual basis for the delivery of products or services. In addition, a formal contract must always be concluded with Sunrise and/or a respective purchase order must be placed by Sunrise.

### **2.5 Publicity, Press Releases**

Vendor must always obtain written consent from Sunrise to disclose their relationship with Sunrise or otherwise use any Sunrise brand elements in their marketing, publicity or promotional materials and/or activities. In the event of inquiries to the Vendor from third parties concerning Sunrise, from authorities, media, press, etc., the Vendor shall direct such inquiries to Sunrise immediately.

### **2.6 Use of Sunrise brand elements**

To the extent that we require Vendors to use Sunrise brand elements in the course of their business dealings with Sunrise, the Sunrise brand elements should be used only in the format and manner specified by Sunrise and in compliance with Sunrise's brand design guidelines and other requirements relating to Sunrise's corporate identity/design.

All authorized use of any Sunrise brand elements is subject to Sunrise's prior written approval and all use and goodwill arising therefrom shall inure to the benefit of Sunrise.

Sunrise brand elements means all elements of Sunrise's brand identity (including Sunrise flanker brands), including without limitation the Sunrise name and logo, acoustic identity, names of Sunrise products and services, layout, "look and feel", style, and all other marks, symbols, trade names, trademarks, service marks or other information which identifies Sunrise.

## **2.7 Regulatory requirements or requests**

Vendors are obliged to provide any information we need to meet any applicable regulatory requirements or requests as they pertain to the products or services being provided to Sunrise (e.g. related to Swiss laws on non-financial reporting), at no additional charge.

## **3 BUSINESS INTEGRITY AND ETHICS**

### **3.1 Compliance with Applicable Laws and Regulations, Fair Competition**

Sunrise requires that all Vendors, their subcontractors and all of Vendor or subcontractors' employees involved in the supplying of goods or services to Sunrise must comply with all applicable laws and regulatory requirements, including but not limited to privacy, telecommunication, competition, anti-money laundering, anti-bribery, anti-trust, anti-corruption, sanctions, export controls, trade embargoes.

### **3.2 Responsible Supply Chain Management and Vendor Diversity**

Vendors must comply with state-of-the-art ESG requirements. Sunrise supports diversity in both our own organization and in our Vendor's organization and encourage the use of diverse Vendors and subcontractors in our extended supply chain.

### **3.3 Conflict of Interest**

Vendors must disclose all potential conflicts of interest, including those in which the Vendor may have been placed inadvertently due to either business or personal relationships with clients, other Vendors, business associates, or competitors of Sunrise, or with other Sunrise employees. Therefore, Vendors are obliged to calculate, quote and submit the price(s) and/or fee(s) contained in any bid or proposal or invoice independently to Vendor's Sunrise contact, without collusion, consultation, communication or agreement with any competing Vendor.

### **3.4 Anti-Bribery and Corruption**

Sunrise does not tolerate any form of bribery in any business dealings. We require our Vendors to be familiar and comply with applicable anti-corruption laws and regulations, as well as the applicable anti-bribery and corruption laws and regulations of all locations where they operate.

Vendors must not directly or indirectly offer, promise, give or accept (a) a bribe or seek to extort a bribe either directly or indirectly from Sunrise, or (b) anything of value in order to obtain or retain business, secure any improper advantage or favored treatment or to influence decisions or actions of any person or entity in the course of their business dealings with Sunrise. The provisions of the LG Anti-Corruption Policy shall apply ([www.sunrise.ch/business/en/legal/supplier-portal](http://www.sunrise.ch/business/en/legal/supplier-portal)).

### **3.5 Whistleblowing and non-retaliation**

Vendors are obliged to have formal policies and/or processes in place to protect their employees and staff who report conduct which they reasonably believe amounts to a violation of laws, regulations rules, codes of ethics or other professional standards from being terminated, demoted, suspended, threatened, harassed or in any other manner discriminated against or subject to detriment.

## **4 LABOUR STANDARDS AND NON-DISCRIMINATION**

### **4.1 Compliance with Laws and Regulations**

Vendors will comply with all applicable legal requirements, as well as with any existing industry standards, agreements, and guidelines regarding social standards (including labor law and legal provisions with regard to health and safety at work). Vendors must at least comply with the following requirements:

### **4.2 No Child Labor**

According to Article 32 of the UN Convention on the Rights of the Child, children are to be protected from any work that could compromise their health, education, and development, and a minimum age for the admission to employment is to be established. The relevant requirements regarding minimum age are determined in the Conventions of the International Labor Organization ILO (in particular Convention No. 138 concerning the Minimum Age for Admission to Employment, which sets out in Article 2 Section 3 the principle that the minimum age shall not be less than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years). Also, the Swiss Labor Code states in Article 30 that adolescents under the age of 15 may not be employed.

### **4.3 Freely Chosen Employment**

Vendors shall not use forced labor. This is defined as any type of work or service demanded from an individual under the threat of any sort of punishment and which the individual has not undertaken voluntarily.

### **4.4 Humane Treatment**

Vendors shall provide a workplace free of hard and/or inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity, nor is there to be the threat of any such treatment.

### **4.5 No Discrimination**

Vendors shall provide a workplace free of harassment and/or deliberate discrimination, particularly on the basis of race, national origin, skin color, language, religion, political convictions, gender, gender identity, sexual orientation, marital status, age, disability, pregnancy and related medical conditions, military or veteran status, or on any other basis prohibited by applicable law.

### **4.6 Health and Safety**

The Vendor is required to develop and implement health and safety management practices in all aspects of its business. Without limitation all Vendors must:

- Comply and implement a process to ensure that their employees comply with all applicable occupational health and safety laws and regulations, including regular trainings which address occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food, and housing.

- Provide a safe and healthy work environment for all employees, take action to minimize the causes of hazards inherent in the working environment, and implement controls to protect sensitive populations.
- Establish an occupational health and safety management system (e.g. ISO 45001 or equivalent) that, at a minimum, demonstrates that health and safety management is integral to the business, allows for leadership and encourages employee participation to set policies, roles, responsibilities, and accountabilities, provides for risk and hazard identification and assessment, and provides appropriate communication channels for employee access to health and safety information. This management system must include procedures to address incident recordkeeping, investigation, and correction action.
- Provision and instruction on the usage of adequate personal protective equipment at no cost for workers.
- Prohibit the use, possession, distribution, or sale of illegal drugs.
- The emission of harmful substances shall be controlled at workplaces, where these are handled, in a way that the concentration is within the limits of local worker protection regulations, or, in the absence of such regulations, the concentration is below the limits causing at long-term exposure health hazards. Likewise, equipment shall be available that allows rapid intervention in case of spillage, fire, or personal contact with such harmful substances.

#### **4.7 Wages and Employment Benefits**

Vendors must pay salaries and employment benefits that are at least equal to the normal local salary for comparable work in the relevant industry and satisfy all applicable employment laws.

#### **4.8 Freedom of Association**

Vendors will respect the right of workers to associate freely, form and join workers organizations of their own choosing, seek representation, and bargain collectively, as permitted by and in accordance with applicable laws and regulations. Vendors shall not discriminate with respect to employment based on union membership and, in particular, shall not make employment subject to the condition that the worker relinquish union membership or agree not to join a union or cause the dismissal of or otherwise prejudice a worker by reason of union membership or participation in union activities outside working hours (or within working hours if the Vendor has consented to such activities or if required by applicable law or regulation). Vendors must refrain from any acts of interference with the establishment, functioning, or administration of workers' organizations in accordance with applicable laws and regulations.

## **5 ENVIRONMENT**

### **5.1 Compliance with Laws and Regulations**

Vendors shall comply with all applicable environmental laws and regulations, including but not limited to laws and regulations that regulate hazardous materials, air and water emissions and wastes as well as legal requirements and industrial standards regarding the prohibition or restriction of specific substances in manufacturing or product design as well as with any existing industry standards,

agreements, and guidelines regarding the environment and sustainability, in accordance with the United Nations Sustainable Development Goals (SDG) and the targets of the 2015 Paris Climate Agreement.

## 5.2 Reduction of Resource Consumption and Emissions

Vendors will use raw materials and natural resources in a responsible manner and make every effort to reduce the consumption of energy (electricity, heating), water, and fuel, to reduce any associated emissions, and to use environmentally friendly means of transport. Vendors are to establish a corporate-wide greenhouse gas reduction goal and shall disclose complete, consistent, accurate scope 1, 2 and 3 greenhouse gas (GHG) emissions data and/or components required to calculate GHG emissions data, via the Carbon Disclosure Program (CDP) or an alternative method that Sunrise will provide. If requested by Sunrise, Vendors must provide plans to reduce greenhouse gas (GHG) emissions in alignment with Sunrise's requirements. Vendors are to look for methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

## 5.3 Hazardous Substances

The Vendor shall identify any chemicals, wastes or other materials that may be released and pose a hazard to the environment and shall handle such chemicals or materials appropriately to ensure their safe handling, transfer, storage, use, reuse, recycling and environment-friendly disposal. All substances that pose a potential hazard if released into the environment shall be clearly labeled as such and used sparingly and appropriately. Ozone-depleting substances shall be managed in accordance with the Montreal Protocol and applicable regulations. All applicable international conventions, e.g. on the handling of mercury or persistent organic pollutants, including but not limited to the Minamata Convention or the Stockholm Convention on POPs, shall be complied with.

## 5.4 Waste Disposal

The Vendor shall limit the use of materials and resources when sourcing or producing goods in order to minimize its environmental impact.

The use of rare resources shall be limited or avoided where possible. The waste produced by all its activities shall be identified, monitored and managed. The Vendor shall strive to reduce the waste. Waste treatment shall be done in accordance with applicable environmental laws.

As part of this commitment, Vendors shall apply best efforts to:

- Conform to all contractual requirements regarding product and packaging labeling, material content, recycling, and disposal.
- Obtain and maintain all required environmental permits, regulatory approvals, and registrations.
- Prevent or eliminate waste of all types, including water discharges and energy losses, by implementing appropriate conservation measures in Vendor's facilities through (1) the use of conservation-minded maintenance and production processes, and (2) by implementing strategies to reduce, reuse, and recycle materials (in that order), whenever possible and prior to disposal.
- Minimize negative impacts on Biodiversity and Deforestation, climate change and water scarcity.



- Ensure that the materials used in the manufacturing process of products are conflict-free and do not contribute to any ongoing conflict-affected and high-risk countries as defined by the OECD Due Diligence Guidance for responsible supply chain of minerals as follows:
  - to exercise due diligence on the source and chain of custody of Conflict Minerals as defined by the OECD Due Diligence Guidance in its supply chain and by participation in established supply chain communication processes like the "RMI - Conflict-Free Smelter Program" and/or by application of a nationally or internationally recognized supply chain due diligence standard such as the OECD guidelines.
  - to make available to Sunrise - upon written request - all documentation and supporting evidence that demonstrate Vendor's due diligence measures on, conflict minerals.

## **5.5 Air Emissions**

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances, and combustion byproducts generated from operations are to be characterized, routinely monitored, controlled, and treated as required prior to discharge. Ozone-depleting substances are to be effectively managed in accordance with the Montreal Protocol and applicable regulations. Vendors shall conduct routine monitoring of the performance of its air emission control systems.

## **5.6 Improvement Objectives**

Vendors shall operate a systematic process of planning, training, implementation, monitoring, and evaluation for the company's environmental performance (environmental aspects), with the aim of continually reducing the environmental impact of its operations. Vendors shall endeavor to use new progressive environmental technologies that lead to measurable improvements in terms of environmental impact (e.g. climate change).

## **6 REPORTING**

Vendors are obliged to prepare structured information and reports related to topics like Sustainability, Carbon Footprint, Child Work, Conflict Minerals and provide Sunrise with any such information and reports reasonably required by Sunrise for the purpose of non-financial reporting.

## **7 DATA CONFIDENTIALITY AND HANDLING**

### **7.1 Handling of Confidential Data and Information**

Vendors are obliged to have policies, procedures, trainings and technical and organizational measures in place for the proper use, handling and protection of all information and data they receive, access, process and dispose in the course of their business relationship with Sunrise.

Vendors should regard all such information and data as confidential and use only for the purposes for which such information and data was provided. Confidential information should not be used, shared or disclosed by Vendors outside of Sunrise, except to the extent necessary and agreed in writing to carry out their obligations and business activities with Sunrise.

Vendors understand and agree to be liable for any unauthorized use, access or disclosure of Sunrise's information and data for the duration of their agreements with Sunrise and remain responsible and liable even after such agreements have expired or been terminated.

Vendors should notify Sunrise immediately and in any event with 24 hours, if there was any unauthorized use, access or disclosure (whether actual or suspected) of Sunrise information and data using the e-mail address [privacy@sunrise.net](mailto:privacy@sunrise.net).

## 7.2 Data Ethics/ Data Quality

Related to data which may be gathered, purchased or generated by our business or client activities (such as client data, employee data, purchased data, or data sets that are transformed, derived, or implemented via data processing including data analytics, artificial intelligence or machine learning) (collectively, "Data") as well as all information systems which process, transform or derive outcomes using such data (collectively, "Systems"), the following principles and practices apply:

- Behaving lawfully and responsibly to make sure that Data is used for lawful and legitimate purposes, restricting access to Data and Systems on a "need-to-know" basis, and ensuring that Data is used, and Systems are configured, in compliance with local and cross-border laws and regulations.
- Being fair and just in our use of Data, to make sure that Data cannot be used in ways which could be considered offensive or harmful to individuals, collections of individuals, Sunrise or the reputation of Sunrise, or to society and markets in general. In addition, Systems and processes (including algorithms and models) are tested for quality, error minimization and reduction and are configured to look out for bias or discrimination.
- Ensuring transparency in how we use Data, recognizing that it may be important to explain how material or critical automated predictions and recommendations were made, or outcomes reached, and making sure that Systems are designed, tested, audited and controlled as required by law, regulation and Sunrise's policies and procedures.
- Maintaining governance policies and procedures to ensure that the quality, security and integrity of Data and Systems are adequate based on their criticality and the business activities being enabled, and to make sure that appropriate security and protections are in place to safeguard Data and Systems, and to ensure their availability and reliability.
- Ensuring that data transfers, including any transfer via electronic media, are only authorized with the prior written consent of Sunrise.

## 7.3 Data Privacy

Vendors must comply with all applicable privacy and data protection laws and regulations, and implement appropriate data protection and security policies and procedures to protect personal data, and to make sure that all personal data is processed (e.g. produced, copied, transmitted, stored and disposed) in accordance with applicable laws and regulations. The Vendor must comply with the Swiss Data Protection Act and the Swiss Telecommunications Act in particular.

Each Vendor must also not sell or share personal data provided by Sunrise or a third party on behalf of Sunrise and shall notify Sunrise promptly upon receipt of a request by a data subject or any other request relating to Sunrise's obligation to comply with applicable legal rights related to the data

subject's personal data in the Vendor's possession or control, including but not limited to access to the personal data or its deletion.

All actual or suspected breaches of privacy, security or loss of personal data must be reported to Sunrise immediately and in any event within 24 hours. Vendors will remain fully liable and responsible for any consequences resulting therefrom.

Personal data includes non-public personal information, personally identifiable information (PII) and all other information that can be used to directly or indirectly identify an individual which our Vendors receive, access and process in the course of their business dealings with Sunrise.

## **8 GOVERNANCE**

### **8.1 Third Party Risk Management**

Vendors need to meet the requirements of the third-party risk management and ensure that their business partners, subcontractors and service providers (collectively, the "Vendor Third Parties") meet all related requirements. Vendors must notify Sunrise immediately of any non-compliance.

Vendors must have their own documented third-party management framework governing the identification, management and risk assessment of the Vendor Third Parties. This third-party management framework shall as a minimum:

- assign roles and responsibilities with regard to the management of the Vendor Third Parties;
- contain a requirement to verify the existence of appropriate contracts between the Vendor and Vendor Third Parties; and
- set out how the Vendor identifies requirements for and manages business continuity, information security (e.g. cyber security), financial risks and other risks related to Vendor Third Parties.

Upon request of Sunrise, Vendor is obliged to disclose its third-party management framework to Sunrise and to supply a list of the Vendor Third Parties that it has defined to be critical, including providers of utility services.

Vendors need to provide any information reasonably required by Sunrise in order to conduct initial and ongoing due diligence, risk assessments and monitoring. The Vendor should also treat the questions as confidential.

### **8.2 Using Subcontractors**

Vendors must not use subcontractors to fulfill its duties and obligations unless Sunrise's prior written consent has first been obtained in the form of an annex to the contract signed by both parties ("Subcontractor Annex"). The Vendor shall make sure that its subcontractors are able to fulfill and comply with all obligations and duties to the same extent as applicable to the Vendor.

Subcontractors are expected to comply with all requirements set forth in this Vendor Code to the same extent as Vendors. The Vendor shall inform Sunrise immediately if it or any of its contracted third parties/subcontractors are solicited in any way for a bribe of any kind in performance of their obligations under the Agreement.

The use of subcontractors shall not in any way relieve any Vendor from its obligations to Sunrise and each Vendor shall at all times remain liable for its subcontractor's overall performance and actions (and failure to act).

Specifically, each Vendor is solely responsible for all payments to its subcontractors and must make sure that its subcontractors will not claim performance of any Vendor obligation or the payment of any fees, charges, taxes, expenses or any other compensation or payments, directly from Sunrise.

### **8.3 Background Screening**

Vendors shall conduct and provide confirmation of satisfactory completion of background checks on all of its staff (Vendor and its affiliates' employees, and their subcontractors' employees), prior to their assignment to a Sunrise account, who will be performing services on Sunrise or its affiliates' premises, or who will, in the course of performing services, have access to Sunrise's information, technology systems, data and assets. Background checks will be done in accordance with, and to the extent permitted by, all applicable laws and shall include as a standard identity check, criminal records check and excerpt from the debt collection register. Sunrise may perform, at its expense, additional checks, as it deems appropriate. Vendors are responsible for informing their assigned staff that they will be required to sign (a) consent form(s), and other documents related to screening requirements. Vendors shall not assign any staff who do not consent to, or satisfactorily complete, the background check.

## **9 VENDOR CODE ADMINISTRATION**

### **9.1 Assessment of Legal Requirements and Industry Standards**

Vendors shall identify and monitor compliance with all applicable laws, regulations and common industry standards.

### **9.2 Risk Assessment and Risk Management**

Vendors shall have sound and tested risk prevention and risk management procedures (including a health & safety management system) in order to identify and manage risks associated to Vendors' operations in all fields addressed by this Vendor Code. Vendors shall assign representatives and communicate their details to Sunrise (including a Business Continuity contact and Background Screening contact).

### **9.3 Communication and Training**

Vendors shall have appropriate communication means, induction and/or training programs to ensure that its management and staff members, its subcontractors and their management and staff members achieve an appropriate level of knowledge, awareness and skills to comply with the principles and expectations specified in this Vendor Code.

### **9.4 Documentation**

Vendors must maintain and urge its subcontractors to maintain the appropriate records necessary to demonstrate conformance and compliance with applicable laws and regulations and the principles and expectations specified in the Vendor Code.

## 9.5 Audits

Vendors will use periodic self-evaluation or other auditing procedures to ensure conformity to applicable laws and regulations and the principles and expectations specified in this Vendor Code. Sunrise reserves the right to verify the Vendors' compliance with the Vendor Code.

## 9.6 Incident Reporting

Vendors are required to report to their Sunrise sourcing and vendor management contact any incident, behavior or other circumstances that are or may be regarded as or potentially result in a non-compliance with the principles and expectations specified in this Vendor Code.

## 9.7 Corrective Action Process

Vendors are required to have processes in place that allow to in a timely manner correcting any deficiencies or non-compliance with the Vendor Code as identified by Sunrise, internal or external assessments, inspections or audits or otherwise brought to Vendor's attention.

## Sunrise GmbH