

TIM AG

Code of Conduct for Suppliers

(Status: December 2023)

A. Preliminary remarks and definitions

TIM AG and its subsidiaries (together: **TIM**) are committed to the principles of ethics, integrity, sustainability, and compliance with the law. The standards described in this Code of Conduct for Suppliers (Code of Conduct) are binding for our employees¹. Our customers, suppliers and other business partners can expect that we adhere to these standards ourselves, and that our employees actively practise them.

The "Act on Corporate Due Diligence to Prevent Human Rights Violations in Supply Chains" (Lieferkettensorgfaltspflichtengesetz - **LkSG**) (LkSG - unofficial table of contents (gesetze-im-internet.de)) came into force in Germany with effect from 1 January 2023.

The Annex to the LkSG lists 14 international conventions to which the LkSG refers. The standards resulting from these international conventions are referred to in this Code of Conduct as the **human rights-related and environmental standards of the LkSG**. The Annex to the LkSG is also attached to this Code of Conduct.

TIM does not currently fall within the scope of the LkSG. Nevertheless, we attach great importance to ensuring that our suppliers accept and implement the standards set forth in the LkSG and this Code of Conduct - in particular the human rights-related and environmental due diligence obligations - and also address this appropriately along their supply chain.

Our **suppliers** are, on the one hand, the manufacturers whose products and services we sell and, on the other hand, our other suppliers whose products and services we purchase for our own requirements. The direct or indirect suppliers of our suppliers are referred to in this Code of Conduct as their upstream suppliers.

Subsidiaries of a supplier are companies affiliated with and controlled by the supplier. **Other group companies** of a supplier are other companies affiliated with the supplier without being subsidiaries. The supplier's obligations under this Code of Conduct also extend to the supplier's subsidiaries.

¹ For reasons of better readability, the masculine form is used in this document when referring to persons and personal nouns and pronouns. Corresponding terms apply to all genders in the interests of equal treatment. The abbreviated form is for editorial reasons only and does not imply any judgement.

This Code of Conduct for Suppliers contains the principles and minimum **requirements (standards)** which we expect our suppliers to observe and which our suppliers contractually guarantee to observe with their declaration of commitment below.

The Code of Conduct is an integral part of the business relationship and of all framework and individual contracts between TIM and the supplier. Compliance with it is an essential contractual obligation of the supplier.

B. Principles and minimum requirements (standards)

I. Compliance with the law

TIM undertakes to comply, in the course of its own business activities, with all applicable laws and regulations of the countries in which it operates.

Our suppliers shall, therefore, also comply with all applicable laws and regulations of the countries in which they operate.

These include in particular, but are not limited to,

1. the relevant internationally recognised human rights,
2. the environmental legislation to which the supplier is subject,
3. competition and antitrust law,
4. the regulations on combating corruption and avoiding conflicts of interest,
5. export control law (including international sanctions regulations),
6. the prevention of money laundering,
7. data protection.

II. Observance of internationally recognized human rights, labour and social standards

TIM respects and observes the following in its business activities:

- the United Nations Universal Declaration of Human Rights,
- the ten principles of the UN Global Compact and
- the human rights-related standards of the LkSG.²

We expect our suppliers to also comply with the aforementioned standards. Therefore, as part of their business activities, our suppliers shall, in particular,

1. in relation to human rights:

² The human rights-related standards of the LkSG are derived from the international conventions pursuant to Sections 1 to 11 of the Annex to the LkSG (see page 7 of this Code of Conduct).

- 1.1. promote equal opportunities and equal treatment of its employees - regardless of their skin colour, race, nationality, social background, any disabilities, sexual orientation, political or religious beliefs, gender or age;
- 1.2. respect the personal dignity, privacy and personal rights of each individual;
- 1.3. not employ anyone against their will or force them to work;
- 1.4. do not tolerate unacceptable treatment of workers, such as psychological hardship, sexual or personal harassment or discrimination;
- 1.5. not tolerate behaviour (including gestures, language and physical contact) that is sexual, coercive, threatening, abusive or exploitative;
- 1.6. ensure appropriate remuneration and guarantee the national minimum wage applicable under the chosen law or the law of the place of employment;
- 1.7. comply with the working time regulations laid down by law in the respective country;
- 1.8. recognise the freedom of association of employees and neither favour nor discriminate against members of employee organisations or trade unions;
2. in relation to child labour:
 - 2.1. not employ any employees who are not at least 15 years of age or who are subject to compulsory full-time education, unless an exception in accordance with ILO Convention No. 138 applies;
 - 2.2. exclude child labour in any form, in particular the worst forms of child labour in accordance with ILO Convention No. 182;
 - 2.3. not force employees to work, nor encourage slavery or practices similar to slavery, servitude or other forms of domination or oppression in the workplace, such as extreme economic or sexual exploitation and humiliation;
3. in relation to health:
 - 3.1. take responsibility for the health and safety of their employees;
 - 3.2. minimise risks in the workplace through appropriate occupational safety, and ensure the best possible precautionary measures against accidents and occupational illnesses;
 - 3.3. to prevent such harmful environmental impacts on soil, air and water and to refrain from unlawful coercive measures that could impair or damage the health or livelihood of local people;
 - 3.4. do not use third parties to protect their business who, through their activity, violate the prohibition of torture and cruel, inhuman or degrading treatment or pose a threat to life and limb or to freedom of association and trade union freedom.

III. Environmental protection and sustainability

Another guiding principle of TIM's business activities is the responsible and careful use of the environment and its resources. Therefore, we are, within the scope of our business activities, committed to, and undertake to

1. observe all applicable legal standards with regard to environmental protection in the countries in which we conduct our business activities;
2. comply with the environmental standards of the LkSG;³
3. promote the safe and environmentally friendly transport of the products we trade as well as the efficient use of energy and the use of environmentally friendly technologies;
4. implement and maintain a responsible environmental management system to monitor environmental protection; and
5. make reasonable efforts to continuously and sustainably improve the environmental performance of the products and services we offer.

We expect our suppliers to also comply with the aforementioned standards. As part of their business activities, our suppliers shall, therefore,

1. comply with all applicable legal standards regarding environmental protection in the countries in which they conduct business activities;
2. comply with the environmental standards of the LkSG;⁴
3. promote the safe and environmentally friendly development, manufacture, transport and disposal of their products as well as the efficient use of energy and the use of environmentally friendly technologies;
4. implement and maintain a responsible environmental management system to monitor environmental protection; and
5. make reasonable efforts to continuously and sustainably improve the environmental performance of the products and services they offer.

IV. Prohibition of corruption and bribery; avoidance of conflicts of interest

TIM is committed to preventing and combating corruption and bribery in any form.

We, therefore, expect our suppliers not to practise, tolerate or engage in any form of corruption or bribery. This includes, in particular, the unlawful offering, promising or granting of payments or other benefits or advantages to representatives of public bodies with the aim of influencing their decision-making, as well as bribery or corruptibility in business dealings.

³ The environmental standards of the LkSG are derived from the international conventions pursuant to Sections 12 to 14 of the Annex to the LkSG (see page 7 of this Code of Conduct).

⁴ See footnote 3.

Furthermore, our suppliers shall avoid and prevent situations in which the personal or financial interests of their employees could come into conflict with the interests of TIM.

C. Obligations of the supplier

I. Basic obligations

The **basic obligations** of the supplier under this Code of Conduct are as follows:

1. to comply with and implement all standards listed above under B. in its own business activities (including those of its subsidiaries);
2. if it falls within the scope of the LkSG, to comply with and implement all requirements of the LkSG;
3. if it does not fall within the scope of the LkSG, to adequately address the human rights-related and environmental standards of the LkSG in its supply chain.

II. Compliance with and implementation of the basic obligations

At our request, the supplier will explain how it complies with its basic obligations on the basis of a questionnaire.

If there is sufficient cause, the supplier shall enable us to check compliance with its basic obligations through ourselves or a qualified third party commissioned by us by means of an audit. Sufficient cause exists, in particular, if we have to expect a significantly increased risk situation at the supplier based on concrete evidence.

We will announce an audit reasonably in advance. Unless otherwise agreed, the audit shall be carried out on site during the supplier's normal business hours. It should not significantly impair the supplier's business processes. As part of the audit, the supplier shall grant us appropriate access to its relevant areas and documents.

The costs of an audit are generally borne by us. However, if the audit reveals gross violations of the supplier's basic obligations, we reserve the right to demand that the supplier contribute to the costs of the audit in proportion to the seriousness of the violations.

The supplier also grants us the right to conduct, to an appropriate extent, training sessions for its employees with the aim to implement the supplier's basic obligations.

III. Consequences of breaches of standards

If any breach of

1. the standards listed above under B. by the supplier itself or one of its subsidiaries, or

2. the human rights-related and environmental standards of the LkSG (i) by a direct or indirect upstream supplier of the supplier or (ii) by another group company (not being a subsidiary) of the supplier

occurs or is imminent to occur, the supplier shall co-operate closely with us in accordance with the following provisions in order to avert or remedy such breach.

The supplier shall, promptly and without being requested to do so, inform us in writing (by e-mail) as soon as it has substantiated knowledge of an infringement that has occurred or is imminent to occur. Substantiated knowledge means that the supplier has factual indications according to which such an infringement appears to be possible.

In the event of an (imminent) breach, the supplier is obliged to take immediate action to prevent, stop or minimise the breach by

1. taking appropriate remedial measures, in particular by drawing up and implementing an action plan describing concrete measures, objectives, a timetable and responsible persons in the supplier's organisation,
2. informing us about these remedial measures and
3. supporting us in our own remedial measures to an appropriate extent.

In the event of breaches that have occurred and cannot be remedied in the foreseeable future, the supplier is obliged to

1. draw up a remedial concept to end or minimise the breach,
2. inform us about such concept and
3. support us to an appropriate extent in the creation and implementation of our own remedial concept.

In the event of violations of the human rights-related and environmental standards of the LkSG by a direct or indirect upstream supplier of the supplier, the aforementioned obligations of the supplier to take remedial action and to develop a remedial concept shall only apply to the extent that the supplier is obliged to do so under the LkSG.

In the event of breaches of standards or violations of obligations under this Code of Conduct, we reserve the right to temporarily suspend the business relationship with the supplier until suitable remedial measures have been implemented and, if no sufficient improvement in the situation is apparent in the event of very serious breaches of standards or violations of obligations, to discontinue the business relationship and to terminate existing contracts with the supplier extraordinarily with immediate effect.

D. Whistleblower system

We rely on support with regard to compliance with the standards listed above under B. in our supply chain. In order to uncover irregularities at an early stage, our suppliers as well as other

business partners, interested parties or other third parties can report breaches of these standards to us. This also applies to breaches of standards by our suppliers' upstream suppliers.

Our internal reporting centre, which complies with the requirements of the "Act for Better Protection of Whistleblowers" (Whistleblower Protection Act - HinSchG), is available for this purpose. You can reach our reporting centre as follows:

KANZLEI KRÜGER

Bahnhofstr. 46

65185 Wiesbaden

message.legal-krueger.de/whistleblower/tim-ag/de

We reserve the right to amend this Code of Conduct, particularly in the event of changes to the relevant legal regulations. We will inform our suppliers of any such amendments.

E. Changes to the code of conduct

We reserve the right to amend this Code of Conduct, particularly in the event of changes to the relevant legal regulations. We will inform our suppliers of any such amendments.

F. Declaration of commitment by the supplier

As a supplier of TIM, we confirm that:

1. We have received the "TIM – Code of Conduct for Suppliers" and are committed to complying with our obligations under this Code of Conduct at all times, in addition to our obligations under our contracts with TIM.
2. We agree that this declaration of commitment is subject to the substantive law of the Federal Republic of Germany (without reference to conflict of law principles).

Place, date

Company name of the supplier incl. legal form

1st signature

Name (in block letters), function, company stamp

2nd signature if applicable

Name (in block letters), function, company stamp

This document must be signed by one or more authorised representatives of the supplier and returned to us within 40 working days of receipt.

Annex to the Code of Conduct

Act on Corporate Due Diligence to Prevent Human Rights Violations in Supply Chains (Supply Chain Due Diligence Act - LkSG) (extract)

(Reference: Federal Law Gazette I 2021, 2968)

Annex (to section 2 (1), section 7 (3) sentence 2)

Convention

1. Convention No. 29 of the International Labour Organization of 28 June 1930 concerning Forced or Compulsory Labour (Federal Law Gazette 1956 II p. 640, 641) (ILO Convention No. 29)
2. Protocol of 11 June 2014 to Convention No. 29 of the International Labour Organization of 28 June 1930 concerning Forced or Compulsory Labour (Federal Law Gazette 2019 II p. 437, 438)
3. Convention No. 87 of the International Labour Organisation of 9 July 1948 concerning Freedom of Association and Protection of the Right to Organise (BGBl. 1956 II p. 2072, 2071) amended by the Convention of 26 June 1961 (BGBl. 1963 II p. 1135, 1136) (ILO Convention No. 87)
4. Convention No. 98 of the International Labour Organisation of 1 July 1949 concerning the Application of the Principles of the Right to Organise and to Bargain Collectively (BGBl. 1955 II p. 1122, 1123) amended by the Convention of 26 June 1961 (BGBl. 1963 II p. 1135, 1136) (ILO Convention No. 98)
5. Convention No. 100 of the International Labour Organization of 29 June 1951 concerning Equal Remuneration for Men and Women Workers for Work of Equal Value (Federal Law Gazette 1956 II p. 23, 24) (ILO Convention No. 100)
6. Convention No. 105 of the International Labour Organization of 25 June 1957 concerning the Abolition of Forced Labour (Federal Law Gazette 1959 II p. 441, 442) (ILO Convention No. 105)
7. Convention No. 111 of the International Labour Organization of 25 June 1958 concerning Discrimination in Respect of Employment and Occupation (Federal Law Gazette 1961 II p. 97, 98) (ILO Convention No. 111)
8. Convention No. 138 of the International Labour Organisation of 26 June 1973 concerning the minimum age for admission to employment (Federal Law Gazette 1976 II p. 201, 202) (ILO Convention No. 138)
9. Convention No. 182 of the International Labour Organization of 17 June 1999 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (Federal Law Gazette 2001 II p. 1290, 1291) (ILO Convention No. 182)
10. International Covenant of 19 December 1966 on Civil and Political Rights, (Federal Law Gazette 1973 II p. 1533, 1534)

11. International Covenant of 19 December 1966 on Economic, Social and Cultural Rights (Federal Law Gazette 1973 II p. 1569, 1570)
12. Minamata Convention on Mercury of 10 October 2013 (Federal Law Gazette 2017 II p. 610, 611) (Minamata Convention)
13. Stockholm Convention of 23 May 2001 on Persistent Organic Pollutants (Federal Law Gazette 2002 II p. 803, 804) (POPs Convention), last amended by the resolution of 6 May 2005 (Federal Law Gazette 2009 II p. 1060, 1061)
14. Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 (Federal Law Gazette 1994 II p. 2703, 2704) (Basel Convention), last amended by the Third Ordinance amending the Annexes to the Basel Convention of 22 March 1989 of 6 May 2014 (Federal Law Gazette II p. 306/307)