

Partner Code of Conduct
for
TDC Group

Version 1.0

First published: 2018

Reviewed: 2019

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1. INTRODUCTION

- 1.1 TDC Group is the leading telecommunications provider in Denmark, with service delivery across the Nordic region. Our business activities affect many stakeholders, including owners, investors, employees, customers, partners, suppliers, subcontractors, and society in general.
- 1.2 All our stakeholders should be confident that the ways we do business comply not only with legal requirements, but also with the highest professional and ethical standards, including those within human rights, labour rights, health and safety, anti-corruption, security, data protection, and environmental and compliance requirements.
- 1.3 TDC Group supports and respects the principles of the UN's Global Compact and its underlying conventions¹ and requires our Partners to do the same.
- 1.4 The purpose of this document is to detail the most important ethical and professional principles that we at TDC Group and any of our Partners and their Partners are required to adhere to.
- 1.5 In addition to complying with this Partner Code of Conduct, the Partner shall comply with applicable local laws.

2. HUMAN RIGHTS

- 2.1 The Partner shall ensure and recognise the right of free association.
- 2.2 The Partner shall not discriminate against workers' representatives or members of trade unions, who shall also have access to carry out their representative functions in the workplace.
- 2.3 Where the right to freedom of association and collective bargaining are restricted under national law, the Partner shall allow employees to freely elect their own representatives.
- 2.4 The Partner shall prohibit direct or indirect negative discrimination based on race, colour, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status, and shall promote equality of opportunity or treatment in employment and occupation.

¹ Details and links are specified in Definitions of Terms (10.1)

- 2.5 The Partner shall prohibit and refuse to tolerate, and not confer upon its employees, any unacceptable or degrading treatment, including mental cruelty, sexual harassment or discriminatory gestures, language or physical contact, that is sexual, coercive, threatening, abusive or exploitative.

3. LABOUR RIGHTS

- 3.1 The Partner shall not employ or use Child labour.
- 3.2 If any Child is found working at the premises of the Partner, the Partner shall immediately take steps to redress the situation in accordance with the best interests of the Child.
- 3.3 The Partner shall not use forced or compulsory labour, including, but not limited to, debt-bonded labour.
- 3.4 The Partner shall ensure that the work relationship between the worker and the Partner is freely chosen and without threats.
- 3.5 The Partner shall ensure that all employees shall be free to leave their employment/work after giving reasonable notice.
- 3.6 Employees shall not be required to lodge deposits of money, identity papers or similar in order to get or keep their employment/work.
- 3.7 The Partner shall provide remuneration that meets any national legal standard or minimum wage.
- 3.8 The basis on which employees are paid must be clearly conveyed to them in a timely manner.
- 3.9 The Partner shall ensure that working hours are not excessive and as a minimum comply with applicable local laws.
- 3.10 The Partner shall respect the individual employee's need for recovery and secure that all employees have the right to adequate leave from work with pay.
- 3.11 The Partner shall secure that all employees are provided with written agreements of employment setting out employment conditions in a language understandable to the employee.
- 3.12 The Partner shall ensure that non-permanent workers have the same rights as permanent workers.

4. HEALTH AND SAFETY

- 4.1 The Partner shall secure that the employees are provided with a healthy and safe working environment in accordance with internationally recognised standards.
- 4.2 The Partner shall do its utmost to control hazards and take necessary precautionary measures against accidents and occupational diseases.
- 4.3 When necessary, employees are to be provided with, and instructed to use, appropriate personal protective equipment.
- 4.4 The Partner shall provide adequate and regular training to ensure that employees are adequately educated on work-related health and safety issues.
- 4.5 The Partner shall ensure that, where it provides accommodation, this shall be clean, safe and meet the basic needs of the employees, and, where appropriate, their families.

5. ANTI-CORRUPTION AND FAIR BUSINESS PRACTICES

- 5.1 The Partner shall comply with applicable laws and regulations concerning bribery, corruption, fraud, and any other prohibited business practices.
- 5.2 The Partner shall not offer, promise or give any undue advantage, favour or incentive to any public official, international organisation, or any other third party. This applies regardless of whether the undue advantage is offered directly or through an intermediary.
- 5.3 The Partner shall under no circumstances cause or be part of any breach of general or special competition regulations, such as illegal cooperation on pricing, illegal market sharing or any other behaviour that is in breach of relevant competition laws.
- 5.4 The Partner shall be firmly opposed to all forms of money laundering and shall take steps to prevent others from using its financial transactions to launder money.
- 5.5 The Partner shall not, directly or indirectly, offer gifts to customers, employees, representatives or anyone closely related to these, unless the gift is of modest value.
- 5.6 Hospitality, such as social events, meals or entertainments, may be offered if there is a business purpose involved and the cost is kept within reasonable limits subject to TDC Group's then-current policy on this matter. Special care is required in situations concerning contract negotiations, bidding or awards.

- 5.7 Travel expenses for any individual representing TDC Group shall normally be paid by TDC Group.
- 5.8 Special care shall be taken concerning hospitality, gifts and entertainment in relation to public officials.

6. SECURITY

- 6.1 The Partner shall maintain an adequately controlled security environment to establish, implement, operate, monitor, review, maintain, and improve information security.
- 6.2 The Partner shall ensure that its personnel is informed about, and complies with, TDC Group's security requirements and policies. The Partner is entirely responsible for the conduct of its personnel.
- 6.3 The Partner shall ensure that its personnel process all information that is passed on to them by TDC Group in accordance with the requirements set by TDC Group and in accordance with the contractual obligations specified.
- 6.4 The Partner shall undertake to remain informed of further developments in information security to improve its products accordingly on an ongoing basis.
- 6.5 The Partner shall ensure that Partner Systems under its responsibility that allow the possibility of access to TDC Group services and networks meet the recognised, general security standards.

7. DATA PROTECTION

- 7.1 The Partner shall adhere to all applicable data protection laws and all specific data protection and security requirements deemed relevant. Specifically, Partners are to fulfil the requirements of the European General Data Protection Regulation, also known as GDPR.
- 7.2 The Partner shall never satisfy any request related to data or information regarding TDC Group unless the request is made in accordance with law (e.g. by a governmental agency) or a court order.
- 7.3 It is strictly forbidden for the Partner to engage in any kind of voluntarily "cooperation" with any third party if this cooperation means the disclosure of data or information related to TDC Group.

- 7.4 When confronted with a request for data or information related to TDC Group that is accessed and/or processed by the Partner, the Partner shall immediately inform TDC Group of such request and shall, on TDC Group's request, thoroughly check the validity, the lawfulness and the compulsory nature of the demand. If those three conditions are met and there is no choice but to communicate the requested data, the Partner shall limit its communication to data that is strictly necessary in order to comply with its legal obligation. Unless prohibited by law or other binding regulation, before any data is communicated, the Partner shall obtain prior written approval from TDC Group and shall promptly provide TDC Group with copies of all documents and information related to the request, and a complete and precise inventory of all data to be communicated.
- 7.5 The Partner shall do its utmost to keep personal information secure, and shall handle all issues as soon as identified with highest care.

8. ENVIRONMENT

- 8.1 The Partner shall support the four dimensions of TDC Group's sustainability policy, i.e. 1) Minimise in-house consumption of electricity, heating and fuel, 2) Deliver eco- and energy-friendly products, 3) Maintain sustainability requirements throughout the value chain and product lifecycle, and 4) Reduce energy and climate impact through communication technologies.
- 8.2 The Partner must comply with all applicable laws and regulations relating to environment and climate impacts and protection and, if required, obtain the necessary permits and test reports.
- 8.3 The Partner shall give high priority to environmental concerns throughout its business and continuously seek to reduce its resource consumption and environmental impact. This includes the obligation to ensure electronic and toxic waste is disposed of in an environmentally-friendly way.
- 8.4 In the case of an accident or incident with a negative environmental impact, the Partner must immediately act upon it and report to relevant authorities dealing with the situation in accordance with directives from the authorities.

9. COMPLIANCE REQUIREMENTS

- 9.1 The Partner shall, where applicable, receive a Purchase Order from TDC Group before undertaking any activities on behalf of TDC Group.

- 9.2 TDC Group or any associated trademarks or logotype shall not be associated with any political activity or any unauthorised use.
- 9.3 The Partner shall, upon request, participate in assessments (including self-assessments) to verify compliance with the Partner Code of Conduct. For any identified non-compliance, the Partner shall submit a comprehensive report and a corrective action plan to be approved by TDC Group.
- 9.4 TDC Group reserves the right to undertake audits.
- 9.5 Where the provisions of applicable local laws and the Partner Code of Conduct address the same subject and are not in conflict, the highest standard shall be applied. Should any of the requirements in the Partner Code of Conduct conflict with applicable local laws in the sense that it would represent a breach of applicable local laws if the Partner Code of Conduct were applied, the highest standards consistent with applicable local laws shall be applied and TDC Group must be notified.

10. DEFINITION OF TERMS

- 10.1 TDC Group's Partner Code of Conduct is based on the **UN Global Compact² and its underlying conventions**, including; the Universal Declaration of Human Rights (1948)³, the UN Convention on the Rights of the Child (1989)⁴, the International Covenant on Economic, Social and Cultural Rights (1966)⁵, the ILO Declaration on Fundamental Principles and Rights at Work (1998)⁶ and related Conventions including the Occupational Safety and Health Convention (ILO Convention 155)⁷, the Rio Declaration on Environment and Development (1992)⁸ as well as the UN Convention against Corruption (2003)⁹.
- 10.2 **Partner:** The word Partner has the broadest possible meaning and includes any person or business entity that TDC Group is engaged with. This includes any party supplying physical products/services or any party indirectly engaged in situations where its products/services can be associated with TDC Group.

² <https://www.unglobalcompact.org/what-is-gc/mission/principles>

³ <http://www.un.org/en/universal-declaration-human-rights/>

⁴ https://treaties.un.org/Pages/ViewDetails.aspx?src=IND&mtdsg_no=IV-11&chapter=4&clang=_en

⁵ <http://www.ohchr.org/en/professionalinterest/pages/ccpr.aspx>

⁶ <http://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm>

⁷ http://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C155

⁸ <http://www.un.org/documents/ga/conf151/aconf15126-1annex1.htm>

⁹ https://www.unodc.org/documents/treaties/UNCAC/Publications/Convention/08-50026_E.pdf

- 10.3 **Child:** Anyone under 15 years of age, unless national or local law stipulates a higher mandatory school leaving or minimum working age, in which case the higher age shall apply.
- 10.4 **Child labour:** Any work by a Child or young person unless it is considered acceptable under the ILO Minimum Age Convention, 1973 (C138)¹⁰.

¹⁰ http://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138