



ANNEX 6

ETHICAL AND ENVIRONMENTAL PRACTISES - CORPORATE RESPONSIBILITY (CSR) AND ANTI-CORRUPTION OBLIGATION

1. Environmental Provisions

1.1. On the fulfilment of obligations following from this Agreement the Supplier shall be obliged to strictly observe the applicable regulations regarding safety and health protection at work and to prevent damages and it undertakes to observe the internal guidelines as well as instructions of the company ORANGE related to the access to ORANGE premises.

1.2. On the performance under this Agreement the Supplier shall be obliged to act in the premises of ORANGE in a manner not harmful to the environment.

1.3. On the fulfilment of its contractual obligations the Supplier shall be responsible for the observance of appropriate license's, regulations and other standards regulating environment protection and it shall be obliged to inform its employees and/or subcontractors about such regulations.

1.4. On the execution of all activities the Supplier undertakes to act in a manner not harmful for the environment in the widest possible scope, particularly in connection with the use of natural resources (energy, water and other resources), raw material and other auxiliary material. It also undertakes to use ecological material, equipment, procedures and technologies, to avoid waste production (using waste-free technologies) and emissions reusing residual material or dispose of them in compliance with regulations on waste and environment protection (waste management, recycling). Moreover the Supplier undertakes to prevent leakage of chemicals and subsequent pollution of environment (water, air, soil).

1.5. The Supplier undertakes to observe and require that its subcontractors and all persons under its control observe all applicable legal regulations in the Slovak Republic, European Union as well as international standards related to environmentally responsible behavior and that particularly:

- Act No. 543/2002 Coll. on nature and land protection
- Act No. 261/2002 Coll. on prevention of serious industrial accidents
- Act No. 364/2004 Coll. on water
- Act No. 223/2001 Coll. on waste
- Act No. 119/2010 Coll. on packages
- Act No. 137/2010 Coll. on Air, Act No. 286/2009 on fluorinated greenhouse gases and on amendments to certain laws
- Act No. 321/2012 Coll. on the protection of the ozone layer
- Directive 2002/96/EC WEEE on waste electrical and electronic equipment (in case of deliveries within the European Union)
- Directive 2002/95/EC ROHS on the restriction of the use of hazardous substances (in case of deliveries within the European Union)



- Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, authorization and restriction of chemicals (REACH) establishing the European Chemicals Agency and on a change and amendment of the directive

1.6. In case of ecological damages in the premises of the company ORANGE caused (either deliberately or by negligence, through acting or omission) by the Supplier the Supplier undertakes to ensure immediate remedy including compensation of the damage.

1.7. The Supplier undertakes to dispose of the waste created in connection with the fulfilment of its obligations under this Agreement in the place of performance, at his own costs and in compliance with the requirements of applicable legal regulations. The Supplier shall submit the copies of documents evidencing the way of such waste treatment to the company ORANGE.

2. Ethical Procedures

2.1. The development of companies belonging to the ORANGE and Orange group is based on many values and principles regulating the procedures and behavior respecting people (particularly customers, employees and shareholders). These values and principles are a part of a more general frame of basic principles including Universal Declaration of Human Rights, standards of International Labor Organization, OECD guides (related particularly to the fighting of corruption) and commitments followed by the company ORANGE. The company Orange expects that each of its suppliers abides by the above mentioned principles in their business.

2.2. The Supplier undertakes particularly to observe and ensure that its subcontractors and all persons under its control observe all valid legal regulations in the Slovak Republic, European Union and international standards of ethical and responsible behavior, particularly rules related to human rights, protection of environment, sustainable development, bribery and corruption (hereinafter only "the Rules"). These rules include particularly the principles, provisions and commitments included in the documents mentioned in the following text and in national legal regulations executing them:

- General Declaration of Human Rights;
- OECD Convention on Combating Bribery;
- Convention on the rights of the child adopted by the General Assembly of UNO on 20 November 1989 by the resolution No. 44/25;
- Convention of the International Organization of Labor (ILO) No. 182 calling to take immediate measures to prevent the worst forms of child labor from 1999;
- Convention of the International Organization of Labor (ILO) No. 1138 on minimum age, from 1973;
- Stockholm Convention of 1998 on Persistent Organic Pollutants;
- The Montreal Protocol of September 1987 on Substances that Deplete the Ozone Layer;
- Basel Convention of 1989 on the Control of Transboundary Movements of Hazardous Wastes and their disposal;
- Directive 2002/96/EC WEEE on waste electrical and electronic equipment (in case of deliveries within the European Union);
- Directive 2002/95/EC ROHS on the restriction of the use of hazardous substances (in case of deliveries within the European Union).



2.3. The Supplier undertakes to determine and implement adequate and effective measures for the purpose to observe these Rules.

2.4. The Supplier undertakes to inform the company ORANGE about the measures adopted in the observance of these Rules if requested by the company ORANGE to do so. From time to time after a notice sent sufficiently in advance the company ORANGE shall be authorized to carry out an audit at the Supplier's itself or by means on an auditor authorized by it for the purpose to inspect the observance of the Rules.

2.5. In case it is found that the Rules haven't been observed the Supplier undertakes to remedy this situation immediately on the basis of a written notice of the company ORANGE so that its behaviour conforms to the Rules.

2.6. In case the Supplier continues to violate this article in a significant way even after thirty (30) days after it has received the mentioned notice, the company ORANGE shall have the right to withdraw from this Agreement.

3. Anti-Corruption Obligation

3.1. Any of the Parties shall not offer, give or agree to give to any person, or accept of agree to accept from any person, whether for itself or on behalf of another, any gift, payment, consideration, financial or non-financial advantage or benefit of any kind, which constitutes an illegal or corrupt practice under any applicable law, either directly or indirectly in connection with this Agreement, or otherwise than in connection with this Agreement (the "Anti-Corruption Obligation") and undertake to ensure compliance with the anti-corruption obligation of their employees and representatives.

3.2. Each Party shall make clear in all its dealings that it is required to act, and is acting, in accordance with Anti-Corruption Obligation; shall maintain strict compliance with it and shall immediately disclose in writing to the other Parties details of any breach of the Anti-Corruption Obligation. This is an on-going obligation.

3.3. In case the supplier shall violate anti-corruption obligation according to this Article, the company ORANGE is authorized to terminate the contract.