

CODE OF CONDUCT

For business partners of Speedlink Worldwide Express B.V.
Speedlink Worldwide Express BV does not tolerate any corrupt or unlawful conduct.
Speedlink Worldwide Express BV expects this from its business partners without exception.

This Code of Conduct (the 'Code') for Speedlink Worldwide Express BV business partners defines ethical and legal standards and forms the basis of every business relationship. Speedlink Worldwide Express BV business partners commit to complying with this Code's requirements.

When used in this Code, the term 'business partners' is defined as all companies which have a business relationship with Speedlink Worldwide Express BV. This includes, for example: suppliers, consultants, agents or other providers of goods and services.

Speedlink Worldwide Express BV may require consideration of a proposal or offer to be contingent upon a binding recognition of this Code.

This Code is based on the fundamental principles of the United Nation's Universal Declaration of Human Rights, the Convention of the International Labour Organization (ILO), and applicable national legal provisions and regulatory requirements, which may be referred to in order to interpret this Code.

SCOPE

This Code applies to the entirety of a business partner's activities. It is prohibited to circumvent the requirements of this Code, e.g., via contract labor or by outsourcing jobs or contracts.

ADEQUATE COMPLIANCE PROCEDURES

The business partner undertakes to effectively counteract any unlawful actions through the use of adequate procedures (e.g., a compliance organization).

COMPLIANCE WITH THE LAW

All applicable laws and regulations e.g., human rights, anti-corruption, data protection, competition law, antitrust, and environmental law must be complied with by the business partner, comprehensively and at all times.

PROHIBITION OF CORRUPTION AND BRIBERY

The business partner shall refrain from all forms of active or passive corruption, bribery, and other improper influences on Speedlink Worldwide Express BV employees, public officials, and other third parties.



PROHIBITION OF DISCRIMINATION

The business partner must ensure equal opportunity for all employees. There must be no discrimination on the basis of race, ethnic background, sex, religion, beliefs, disability, age, or sexual orientation.

RESPECT FOR FUNDAMENTAL RIGHTS

The business partner shall not tolerate any inappropriate treatment of employees. This includes all discriminatory or sexual behavior and all other forms of personal harassment. Each employee's personal rights, personal dignity, and privacy must be respected.

RESPECT FOR WORKERS RIGHTS

The business partner undertakes to comply with all applicable employment and wage regulations concerning the employees' rights. This includes, in particular, all applicable local laws pertaining to working hours and minimum wages as well as the granting of compulsory employee benefits.

The employees' freedom of association must be respected by the business partner. Members of employee organizations or unions may not be treated more favorably or less favorably than others.

PROTECTION OF HEALTH AND SAFETY

The business partner must comply with all laws regarding the protection of health and safety. The business partner must promote a safe and healthy work environment by implementing appropriate measures. In addition, the business partner must actively prevent employee accidents, injuries, and illnesses (e.g., through the use of training programs).

PROHIBITION OF CHILD AND FORCED LABOR

The business partner shall not employ children younger than 15 years old. If applicable law in the relevant employment location provides for a higher age limit, then this higher limit will apply. If local applicable law permits exceptions, neither children's school attendance nor education may be jeopardized. Hazards to health or development must be excluded. In addition, the business partner must not utilize any form of forced labor.

ENVIRONMENTAL PROTECTION

The business partner must comply with national and international environmental protection requirements and standards.

The business partner must strive, where possible, to operate in a sustainable manner in order to conserve resources and minimize any environmental impact.



COMPETITION AND ANTIRUST LAW

The business partner must comply with all relevant antitrust laws and regulations. In particular, no business partner shall enter into any arrangements or agreements which would influence prices and/or conditions in an inadmissible way or restrict free competition in any other inadmissible manner.

IMPLEMENTATION OF REQUIREMENTS

Through the use of appropriate measures, the business partner must ensure compliance with the requirements set out in this Code. Employees must be informed of their rights and duties by way of sufficient communication and proper training. Compliance with these rights and duties is to be ensured through the use of appropriate monitoring. Compliance with these requirements and the measures implemented to observe them shall be documented in a sufficient form and provided to Speedlink Worldwide Express BV upon request.

APPLICATION TO SUBCONTRACTORS

When contracting with third parties, the business partner undertakes to actively ensure compliance with the requirements set out in this Code or equivalent requirements throughout the entire supplier chain, to the greatest extent possible and in an adequate manner.

MONITORING AND INFORMATION RIGHTS

Speedlink Worldwide Express BV is entitled to monitor its business partners' compliance with these requirements. Speedlink Worldwide Express BV may request information within a suitable scope and is entitled to review appropriate documents and carry out examinations including on-site inspections, acting directly or through an authorized person. The legitimate interests of Speedlink Worldwide Express BV's business partners – in particular, their operating and business secrets – and data protection obligations shall not be impaired.

RECTIFICATION CLAIMS, RIGHT TO TERMINATE

Speedlink Worldwide Express BV is entitled to demand rectification measures for detected infringements. In case of serious or repeated violations of this Code, Speedlink Worldwide Express BV is also entitled to terminate existing contractual relationships.

Version 1.0 – Status July 2018

SPEEDLINK WORLDWIDE EXPRESS BV

Wijkermeerstraat 31
2131 HB Hoofddorp
The Netherlands
+31-(0)23-5650175