

## COMPLIANCE AND CSR CLAUSE

### COMPANY RESPONSIBILITY

#### COMPLIANCE

1. The development of Orange and Partner/Supplier are based on a set of values and guidelines set out in the documents entitled for Orange the "Orange Group Code of Ethics" and the "Orange Group's anti-corruption policy" available at [www.orange.com](http://www.orange.com) and for Partner/Supplier.

These documents represent the Parties' commitments to comply with all national, European and international legal and regulatory provisions applicable to them in the course of their business including, without limitation, the Universal Declaration of Human Rights, International Labor Organization standards, OECD guidelines (particularly regarding efforts to fight corruption), the US Foreign Corrupt Practices Act, the UK Bribery Act, the French criminal code pertaining to financial and economic misdemeanors and crimes as well as international trade sanctions (embargoes) including any sanctions that may be in force as a result of a resolution passed pursuant to Chapter VII of the UN Charter by the UN Security Council, any sanction that may have been imposed by the European Union, the United States Government (including OFAC), the French Government or applicable law, and watch list. These lists are, notably, the "Consolidated Travel Ban and Assets Freeze List" published by the United Nations Sanctions Committee, the "Specially Designated Nationals and Blocked Persons list" maintained by the OFAC, and the consolidated list of people, groups and entities subject to EU financial sanctions. (the "**Rules**").

2. In case of modification of the legal and/or regulatory framework as well as any judicial decision that would imply violation of the Rules by one of the Parties, the Parties agree to introduce without any delay the relevant modification(s) in the Agreement to remedy it.

3. Each Party undertakes and requires its shareholders, officers, directors, employees, affiliates, sub-contractors and each respective representative:

3.1 to have taken all appropriate direct and indirect means necessary to implement a compliance framework in order to comply with the Rules and to maintain its effectiveness and,

3.2 that (i) all shareholders, directors, employees, officers, affiliates and sub-contractors and each respective representative directly or indirectly involved in the performance of the Agreement and (ii) every direct and indirect technical, financial and operational means necessary for the performance of the Agreement, comply with the Rules

4. In order to ensure compliance with the Rules for the duration of the Agreement, the Parties (i) shall provide at all times to the other Party all elements requested to establish such compliance and (ii) shall inform the other Party, when they know or have reason to know, of any failure to comply with the Rules by someone listed in section 3, as well as the corrective measures adopted to ensure compliance with the Rules.

5. Orange Romania SA has implemented an integrated management system according to ISO 9001, ISO 14001 and OHSAS 18001 standards, of which requirements apply both to the organization and to the Partner for the works and services performed for Orange Romania S.A.

To this purpose, all the contractors performing works for and on behalf of Orange Romania S.A shall know and comply with all the requirements (including legal requirements) related to environment, work health and safety, emergency cases, as well as to the expected performance requested in these areas, during the Agreement Term.

The Partner's responsibility shall be to ensure that its employees and the employees of its sub-contractors have been informed on the provisions of this clause and have implemented proper rules for ensuring the compliance with such requirements.

Orange Romania SA requests to the Partner and to the sub-contractors of the Partner to adopt standards or practices similar with its own standards. Especially, the Partner hereby undertakes to comply with and to cause the compliance of any of its sub-contractors and entities under its control with this clause and the standards / similar practices.

The Partner shall be responsible for the implementation in its own organization, of all the actions concerning the environment and the work health and safety necessary for the fulfillment of the obligations attributed by agreement

by Orange Romania S.A. in view of preventing any impact on the environment, any accidents/incidents or any events that could put in danger the environment or the personnel's work health and safety.

To the purpose of complying with the Quality, Environmental, Work Health and Safety requirements, Orange Romania S.A. wants, by this clause and standards, to ensure the compliance of the Partner with the applicable laws in these areas or with other requirements established in standards ISO 9001, ISO 14001, OHSAS 18001. For this, Orange Romania S.A. requests to the Partners to sign specific Annexes to the Agreement.

6. In the event that a failure by one of the Party to comply with the requirements of the Anti-corruption and Ethical Practices clause, the other Party shall have the right to unilaterally terminate the Agreement.

## CSR

### 1. General principles

**1.1 Compliance with the Code of Conduct** - Orange has designed a supplier code of conduct (hereinafter referred to as the "Code of Conduct") to share its social and environmental commitments with its Partners/Suppliers. By signing the present Contract, the Partner/Supplier undertakes to respect to the Code of Conduct and to ask its own suppliers and subcontractors (hereinafter referred to as the "Subcontractors") to comply with the principles set by this Code. The Code of Conduct is available at the following link: <https://www.orange.com/en/Commitments/Responsibility/Trust/Responsible-purchasing> (version in force on the signature date of the present Contract).

**1.2 Compliance with the CSR Rules** - The Partner/Supplier undertakes to comply, and require its Subcontractors and all people under its control to comply with all applicable national, European and international rules relating to ethical standards and responsible behavior, including but not limited to rules relating to human rights, environmental protection, human health, sustainable development and corruption (hereinafter referred to as the "CSR Rules").

In particular, the Partner/Supplier undertakes to refrain and require its Subcontractors to refrain from using child labor and forced labor and shall oppose all forms of discrimination.

**1.3 Reporting (general)** - The Partner/Supplier shall provide all of the information and data required by the CSR Rules or provisions of the Code of Conduct.

**1.4 Audit and monitoring provisions** – At any time, Orange shall be entitled to audit, or charge a third party of its choosing to audit the Partner/Supplier and its Subcontractors in order to insure their compliance with the Rules and Code of Conduct.

In particular, during performance of the present Contract, Orange reserves the right to carry out one or more assessments, audits or tests in the premises on which the Equipment and Services are designed and/or developed and/or customized and/or manufactured and/or repaired and/or where the related services are carried out.

In case of sub-contracting, the Partner/Supplier shall take all necessary steps with its Subcontractors or third parties involved into the provision of its Equipment and Services to ensure that they comply with Orange's environmental and health and safety requirements and to ensure that Orange can enter their premises. Orange and the Partner/Supplier shall work together to define the terms applicable to the above operations.

The Partner/Supplier undertakes to meet regularly with Orange to review the environmental and health and safety provisions and the indicators of the present Contract and to define an action plan where needed.

**1.5 Termination** - The Partner/Supplier shall promptly notify Orange of any breach to the CSR Rules or Code of Conduct that comes to its attention and implement all appropriate measures to remedy such a breach. In the event of a persistent, repeat or deliberate breach to the above obligations, Orange shall be entitled to terminate the present Contract in accordance with the provisions of the article "Termination".

### 2. Orange's environmental and health and safety requirements

In addition to the requirements of the Code of Conduct:

Orange may request all necessary information based on recognized standards to enable assessment of its CO2 emissions.

#### 2.1 Environmental provisions

2.1.1. From the earlier design stage, the Partner/Supplier shall identify the negative environmental impacts (water, soil, air, smell, view and health) of its Equipment, including packaging, and Services throughout their entire life-cycle. The Partner/Supplier shall make associated data available to Orange, on request.

2.1.2. The Partner/Supplier undertakes to:

- At the very least, set up and maintain environmental measures (objectives, legislative monitoring etc.). In such case, the Partner/Supplier shall provide to Orange with its implementation plan on request;
- or demonstrate that an Environmental Management System is set up;
- or set up and maintain an ISO 14001 (or EMAS) certified Environmental Management System and provide Orange with a copy of the certificate on request.

2.1.3. The Partner shall ensure that the administrative authorizations and declarations held are sufficient for the performance of its own services and the services of its chosen Subcontractors or affiliates. The Partner shall list and make available to Orange all of these authorizations, declarations, environmental license(s), validations, agreements, approvals, certifications, ratifications and other compliance documents.

## **2.2 Health & Safety Provisions**

2.2.1. For Equipment and/or Services provided to Orange, the Partner/Supplier shall ensure that all of its staff and Subcontractors working on an Orange site comply with the laws, regulations and texts on health and safety in the workplace that specifically apply to the site or entity.

2.2.2. The Partner/Supplier undertakes to:

- at the very least, assess the risks, control and reduce the impacts on health and safety in the work place as much as possible;
- or set up and maintain appropriate measures to ensure that the working conditions comply with health and safety provisions;
- or maintain a Health and Safety Management System within the meaning of international standards (OHSAS 18001 or similar). In case of certification, it shall provide Orange with a certificate's copy on request.

## **3 Warning mechanism**

The Partner/Supplier shall warn Orange in case of proven non-compliance with environmental and health and safety requirements. In case of warning, the Partner/Supplier shall as soon as possible, at least for its own part, provide Orange with an analysis of the situation and an action plan. This action plan will be implemented without any additional cost to Orange and the Partner/Supplier shall provide proof of action plan's efficiency.

In the event that a failure by one of the Party to comply with the Rules and undertakings mentioned above is detected, the other Party shall have the right to terminate the Agreement under the provisions set forth in article x "termination" of the Agreement.

## **CLAUZA DE CONFORMITATE SI RESPONSABILITATE SOCIALA**

### **RESPONSABILITATEA COMPANIEI**

#### **CONFORMITATE**

1. Dezvoltarea Orange si a Partenerului/Furnizorului se bazeaza pe un set de valori si linii directoare cuprinse in documentele emise de Orange - "Codul de Etica al Grupului Orange" si "Politica anti-coruptie a Grupului Orange", disponibila pe [www.orange.ro](http://www.orange.ro) si ale Partenerului/Furnizorului.

Aceste documente reflecta angajamentul Partilor de a respecta toate prevederile legale aplicabile in domeniul lor de activitate, emise la nivel national, european sau international, incluzand, dar fara a se limita la, Declaratia Universala a Drepturilor Omului, Standardele Organizatiei Internationale a Muncii, directivele OECD (in special cele privitoare la lupta impotriva coruptiei), Actul privind practicile de coruptie in strainatate (FCPA) din SUA, Actul Anti-Coruptie din Marea Britanie (2010 UK Bribery Act), dispozitiile Codului Penal Francez referitoare la infractiuni financiare si economice, dar si sanctiunile comerciale internationale (incluzand embargouri) care cuprind orice sanctiuni ce pot fi in vigoare ca urmare a unor rezolutii adoptate de Consiliul de Securitate conform Capitolului VII al Cartei ONU, orice sanctiune impusa de Uniunea Europeana, Guvernul SUA (incluzand OFAC), Guvernul Frantei sau legea aplicabila, si listele de supraveghere. Aceste liste includ, in special "Lista consolidata a interdictiilor de calatorie si a inghetarii activelor" publicata de Comitetul Consiliului de Securitate al ONU, "Lista cetatenilor special desemnati si a persoanelor interzise" emisa de OFAC dar si listele consolidate de persoane, grupuri si entitati subiect al sanctiunilor financiare impuse de Uniunea Europeana (denumite in continuare "Regulile").

2. In cazul unei modificari a cadrului legal si/sau de reglementare, precum si in cazul adoptarii unei hotarari judecatoresti a carei aplicare ar conduce la incalcarea Regulilor de catre una din Parti, Partile se angajeaza sa adopte imediat modificarile necesare ale clauzelor contractuale in vederea remedierii situatiei.
3. Fiecare Parte se angajeaza sa respecte si sa solicite actionarilor, directorilor, angajatilor, afiliatilor, subcontractorilor si in general oricarui reprezentant al ei, sa respecte la randul lor Regulile si declara ca:
  - 3.1 a luat toate masurile necesare, in mod direct si indirect, pentru adoptarea unui program de conformitate cu Regulile si pentru punerea eficienta in aplicare a acestuia;
  - 3.2 (i) fiecare dintre persoanele prevazute in prezentul paragraf si care va fi implicata in mod direct sau indirect, in orice mod, in executarea Contractului si (ii) orice masuri adoptate, directe sau indirecte, de natura tehnica, financiara si operationala, necesare pentru executarea Contractului, respecta Regulile;
4. In vederea respectarii Regulilor pe toata durata contractului Partile se obliga (i) sa furnizeze in orice moment al executarii Contractului toate elementele necesare pentru a se verifica respectarea Regulilor la solicitarea celeilalte Parti, si (ii) sa informeze cealalta Parte atunci cand au cunostinta sau au motive intemeiate sa suspecteze nerespectarea in orice mod a Regulilor de catre o persoana precizata in paragraful 3, precum si masurile corective adoptate pentru a asigura respectarea acestora.
5. Orange Romania S.A. a implementat un sistem de management integrat in conformitate cu standardele ISO 9001, ISO 14001 și OHSAS 18001, ale carui cerinte se aplică atat organizatiei cat si Partenerului, pentru activitatile si serviciile realizate pentru Orange Romania S.A.

In acest sens, toti contractorii care desfasoara activitati pentru Orange Romania S.A. si in numele acesteia trebuie să cunoască si sa indeplineasca in perioada contractuala toate cerintele (inclusiv cele legale aplicabile) referitoare la mediu, sanatate si securitate ocupationala, situatii de urgenta, precum si la performantele asteptate, solicitate pentru aceste domenii.

Responsabilitatea Partenerului este de a se asigura ca angajatii sai precum si angajatii subcontractorilor sai au fost informati cu privire la prevederile prezentei clauze si au implementat reguli adecvate pentru a se asigura de conformarea cu aceste cerinte.

Orange Romania S.A. solicita Partenerului si subcontractorilor Partenerului sa adere la standarde identice sau practici similare cu ale sale. In particular, Partenerul se obliga sa se conformeze si sa faca astfel incat subcontractorii sai si orice persoana aflata sub controlul sau sa se conformeze acestei clauze si standardelor/practicilor similare.

Partenerul este responsabil sa implementeze, in cadrul propriei organizatii, toate masurile referitoare la mediu, sanatate si securitate ocupationala necesare indeplinirii obligatiilor atribuite contractual de Orange Romania S.A. in vederea prevenirii oricarui impact asupra mediului, accidente/incidente sau evenimente care ar putea pune in pericol mediul, sanatatea si securitatea ocupationala a personalului.

Pentru conformarea cu cerintele de Calitate, Mediu si Sanatate si Securitate Ocupationala, Orange Romania S.A., prin cadrul acestei clauze si a standardelor, doreste sa se asigure asupra conformarii Partenerului cu legislatia aplicabila in aceste domenii sau cu alte cerinte referitoare la standardele ISO 9001, ISO 14001, OHSAS 18001. In acest sens, Orange Romania S.A cere Partenerilor sai sa semneze anexe contractuale specifice.

## CSR

### 1. Principii generale

**1.1 Conformarea cu prevederile Codului de Conduita** – Orange a conceput un Cod de conduita al furnizorilor (denumit in continuare "Codul de conduita") pentru a face cunoscute Partenerilor/Furnizorilor sai angajamentele proprii de mediu si sociale. Prin semnarea prezentului Contract, Partenerul/Furnizorul se angajeaza sa respecte Codul de Conduita si sa solicite furnizorilor si subcontractorilor proprii (denumiti in continuare "Subcontractori") sa se conformeze cu principiile stabilite in acest Cod. Codul de conduita este disponibil accesand urmatorul link: <https://www.orange.com/en/Commitments/Responsibility/Trust/Responsible-purchasing> (versiunea in vigoare la data semnarii contractului actual).

**1.2 Respectarea Regulilor de CSR** - Partenerul/Furnizorul se angajeaza sa respecte si sa solicite Subcontractorilor si angajatilor sai sa respecte toate regulile nationale, europene si internationale aplicabile privind

standardele etice si de comportament responsabil, inclusiv dar nu limitat la regulile referitoare la drepturile omului, protectia mediului, sanatatii umane, dezvoltarii durabile si a coruptiei (denumit in continuare "Reguli de CSR").

In particular, Partenerul/Furnizorul se angajeaza sa se abtina si va solicita Subcontractorilor sai sa se abtina de la a se folosi de munca copiilor si de munca fortata si se va opune tuturor formelor de discriminare.

**1.3 Raportare** (prevederi generale) – Partenerul/Furnizorul va furniza toate informatiile si datele cerute de Regulile de CSR sau de prevederile Codului de conduita.

**1.4 Prevederi de Audit si monitorizare** – In orice moment, Orange va avea dreptul sa auditeze sau sa solicite auditarea de catre o terta parte a Partenerului/Furnizorului si a Subcontractorilor sai pentru a se asigura de conformarea acestora cu Regulile de CSR si cu prevederile Codului de conduita.

In particular, pe perioada derularii prezentului Contract, Orange isi rezerva dreptul de a efectua una sau mai multe evaluari, auditari sau testari in perimetrele/spatiile in care Echipamentele si Serviciile sunt concepute si/sau dezvoltate si/sau personalizate si/sau fabricate si/sau reparate sau in cazul in care se efectueaza servicii conexe.

In cazul subcontractarii, Partenerul/Furnizorul trebuie sa ia, impreuna cu Subcontractorii sau cu terte parti implicate in furnizarea de Echipamente si Servicii, toate masurile necesare pentru a se asigura ca acestia sunt conformi cu cerintele de mediu si de securitate si sanatate in munca ale Orange si sa se asigure ca Orange va avea acces in sediile acestora. Orange si Partenerul/Furnizorul vor lucra impreuna pentru a defini termenii aplicabili operatiunilor de mai sus.

Partenerul/Furnizorul se angajeaza sa se intalneasca in mod regulat cu Orange pentru a revizui prevederile de mediu si de sanatate si securitate, precum si indicatorii prezentului Contract si de a defini un plan de actiune in cazul in care este necesar.

**1.5 Incetarea** - Partenerul/Furnizorul va notifica Orange cu promptitudine cu privire la orice incalcare a Regulilor de CSR sau a Codului de conduita care ajung in atentia sa si va pune in aplicare toate masurile necesare pentru remedierea unei astfel de incalcare. In cazul unei incalcare persistente, repetitive sau o incalcare intentionata a obligatiilor de mai sus, Orange are dreptul de a rezilia prezentul Contract, in conformitate cu prevederile articolului denumit "Incetarea".

## **2. Cerinte Orange privind protectia mediului si protectia sanatatii si securitatii ocupationale**

Suplimentar cerintelor din Codul de Consiuta :

Orange are posibilitatea de a solicita Partenerului/Furnizorului orice informatii necesare in legatura cu standardele recunoscute in ceea ce priveste impactul emisiilor de CO2.

### **2.1. Reglementari privind mediul**

2.1.1. Inca din faza de proiectare, Partenerul/Furnizorul va identifica orice impact negativ asupra mediului (apa, sol, aer, miros, sanatate) datorat Echipamentelor, inclusiv ambalajelor, si Serviciilor, de-a lungul intregului lor ciclu de viata.

2.1.2. Partenerul/Furnizorul se angajeaza:

- Cel putin sa infiinteze si sa mentina masuri de mediu (obiective, monitorizare legislativa, etc). In astfel de cazuri, Partenerul/Furnizorul va pune la dispozitia Orange, la cerere, planul de implementare;
- Sau sa demonstreze ca Sistemul de Management al Mediului a fost infiintat;
- Sau sa infiinteze si sa mentina ISO 14001 (sau EMAS) certificat de Sistem de Calitate a Mediului si sa puna la dispozitia Orange, la cerere, o copie a certificatului.

2.1.3. Partenerul/Furnizorul este obligat sa se asigure ca autorizatiile si certificarile obtinute si detinute sunt suficiente pentru indeplinirea serviciilor sale, precum si a serviciilor Subcontractorilor si afiliatilor sai. Partenerul/Furnizorul va lista si va pune la dispozitia Orange toate aceste autorizatii, declaratii, licentele pentru mediu, validarile, contractele, aprobarile, certificatele, ratificarile si orice documente de conformitate.

### **2.2. Reglementari privind protectia sanatatii si securitatii ocupationale**

2.2.1. Pentru Echipamentele si Serviciile furnizate catre Orange, Partenerul/Furnizorul este obligat sa se asigure ca angajatii sau si ai Subcontractorilor care desfasoara activitati in locatii ale Orange respecta legile, reglementarile

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din domeniul sanatatii si securitatii ocupationale care se aplica in mod special intr-o anumita locatie sau unei anumite entitati.

2.2.2.Partenerul/Furnizorul se angajeaza:

- Cel putin, sa depuna toate diligentele necesare pentru a evalua riscurile, controlul si reduce impactul asupra sanatatii si securitatii ocupationale;
- Sau va infiinta si va mentine masurile adecvate pentru a se asigura cu privire la respectarea conditiilor privind sanatatea si securitatea ocupationala.
- Sau va mentine un Sistem de Management al Sanatatii si Securitatii Ocupationale cu respectarea standardelor internationale (OHSAS 18001 si similare). In cazul in care detine o astfel de certificare, va pune la dispozitia Orange, la cerere, orice documente necesare.

### **3. Mecanism de avertizare**

Partenerul/Furnizorul este obligat sa avertizeze Orange in cazul in care exista o incalcare dovedita a reglementarilor privind protectia mediului, sanatatii si securitatii ocupationale. In acest caz, Partenerul/Furnizorul va pune la dispozitia Orange, de indata, cel putin o analiza a situatiei si a unui plan de actiune efectuate de catre Partener//Furnizor. Acest plan de actiune va fi implementat de catre Partenerul//Furnizorul fara vreun cost suplimentar din partea Orange, Partenerul/Furnizorul urmand sa puna la dispozitia Orange dovada eficientei planului de actiune.

In cazul in care se constata nerespectarea de catre o Parte a Regulilor sau a obligatiilor asumate prin prezentul articol, cealalta Parte poate solicita rezilierea acestui contract conform dispozitiilor capitolului "Incetarea Contractului/Comenzii".