



**CODE OF CONDUCT FOR SUPPLIERS
OF THE GROUP OF THE COMPANIES “DATAGROUP/VOLIA”**

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INTRODUCTORY PROVISIONS

Our principles

The Group of the Companies “DATAGROUP/VOLIA” which includes - Group of Companies “DATAGROUP”: “DATAGROUP”, PrJSC; “DATAGROUP MEDIA”, LLC; “TECHNICS RESOURCE”, LLC; “IT SYSTEMS”, LLC; “DATAGROUP DIGITAL”, LLC, and Group of Companies “VOLIA”: “VOLIA CABLE”, LLC, “TELESVIT”, LLC, “KYIV TELECOMMUNICATIONS NETWORKS”, LLC, and “VIA MEDIA”, LLC (hereinafter referred to as the Company) implements and maintains honest and ethical business practices, which means, in particular, honest, fair interaction with suppliers and consumers, increasing the responsibility and motivation of employees, increasing productivity, working on reputation, and competent work with regulations and financial assets.

Efficiency, customer focus, mutual assistance, openness to new things, ambition, fairness and transparency are the main principles that are the basis for determining the rules of conduct that our employees follow.

Scope of application and compliance

This Code of Conduct for Suppliers (hereinafter referred to as the “Code”) applies to all suppliers of the Company (hereinafter referred to as the “Supplier” or “Suppliers”).

Compliance with the Code is mandatory in the course of fulfillment of any agreements/contracts between the Company and the Suppliers.

The Company requires the Suppliers to unconditionally adhere to the principles of legality and transparency, avoiding any illegal/unlawful actions, violation of the established norms.

The Company also expects the Suppliers to comply with this Code, and in case of inconsistencies, non-compliance with this Code, the Suppliers shall be ready to take an active part in the timely elimination of this non-compliance and in case of violation of the provisions of this Code, inform the Company by e-mail to the following addresses: for the Group of Companies “DATAGROUP” compliance@datagroup.ua, for the Group of Companies “VOLIA” compliance@volia.com.

Suppliers undertake to ensure that their related parties, including subcontractors and other third parties acting on their behalf, comply with the standards of this Code, which also implies full responsibility for communicating its content and ensuring that all necessary measures are properly implemented.

Legislation

Suppliers shall be bound by the laws of the country in which they are registered. Suppliers shall also comply with the laws of the countries in which they operate.

Responsibilities

The Company reserves the right to verify the Suppliers' compliance with this Code, and the Company has the right to terminate any agreements/contracts with a Supplier who neglects this Code or decides that compliance with this Code is not necessary or impossible.

SECTION 1. LABOR AND HUMAN RIGHTS РОЗДІЛ 1. ПРАЦЯ, ПРАВА ЛЮДИНИ

1.1. Prohibition of discrimination

Suppliers shall respect cultural differences and not discriminate against any employee on the basis of race, color, nationality, religion, gender, age, sexual orientation, physical disability, etc. In particular, these characteristics should not affect promotions, hiring, dismissal and retirement. All decisions should be made solely on the basis of relevant objective criteria.

1.2. Prohibition of forced labor

The Supplier undertakes not to participate in or benefit from any form of forced (involuntary) labor. Suppliers shall ensure fair treatment of employees and respect their rights. Suppliers shall ensure that their employees understand their rights regarding payment of wages and overtime.

1.3. Prohibition of child labor

The Supplier undertakes not to use or benefit from the use of child labor. All full-time employees of the Suppliers shall be at least 18 years of age. Subject to existing legal permissions, the Supplier may employ children between the ages of 14 and 18 to perform a few hours of light work per day, provided that their tasks are simple, limited and do not interfere with their schoolwork or harm their health or development.

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1.4. Working hours, benefits and wages

The Supplier shall comply with applicable laws and/or industry standards regarding wages, working hours, overtime and benefits. The working hours of employees shall not exceed the time established by the relevant regulations. Overtime shall be voluntary, shall be paid, and the Supplier's employees shall be entitled to at least one day off in every seven days, and shall be provided with adequate breaks during work and sufficiently long rest periods between shifts.

1.5. Paid vacation

The Supplier shall comply with the regulations established by labor laws and provide all employees with the right to sick leave or annual leave, as well as parental leave for eligible employees with a newborn or newly adopted child, in accordance with applicable law.

1.6. Harassment

The Supplier shall protect employees from any acts of physical, verbal, sexual or psychological harassment, and shall prevent situations in which the honor, dignity and business reputation of employees are degraded.

SECTION 2. HEALTH AND SAFETY AT WORK

2.1. Health and labor protection

The Supplier shall ensure that its employees are provided with a safe and harmless working environment and are provided with the protective equipment necessary to perform their duties safely. The Supplier shall formulate and adhere to a health and safety plan that clearly outlines measures to protect employees and others who may be affected by their activities. The Supplier is expected to promote safeguards, expand and further develop safe working conditions.

The Supplier shall establish and maintain procedures aimed at preventing accidents, as well as emergency procedures. These procedures shall enable an effective response to all health-related emergencies and industrial accidents that have a negative impact on the surrounding area.

The supplier shall, in accordance with applicable law, establish and maintain effective health and safety measures for employees, and shall thoroughly document all accidents, injuries and known threats to life and health in the workplace.

The Supplier is obliged to create a suitable infrastructure that meets the sanitary standards and the needs of its employees provided for the number of employees registered with the Supplier.

2.2. Systems, documentation and accidents

The Supplier shall, in accordance with applicable law, establish and maintain effective health and safety measures for employees and thoroughly document all accidents, injuries and known threats to life and health in the workplace.

2.3. Sanitation and hygiene infrastructure

The Supplier shall provide suitable infrastructure that meets the sanitary standards and needs of its employees, as well as the number of employees accounted for by the Supplier.

SECTION 3. ENVIRONMENT

The supplier shall comply with all relevant applicable laws and regulations, including the Law of Ukraine “On Environmental Protection”, and requirements in relation to the environmental impacts that its activities, products, works or services may cause. Suppliers shall take care to comply with environmental standards, try to use less raw materials and resources to preserve the environment.

Suppliers shall make efforts to prevent, and implement effective systems to minimize risks, eliminate and report any negative environmental impacts from their activities. The Supplier shall take care to operate in an environmentally sound manner.

Suppliers shall not use materials, radiation, chemical compounds/substances whose extraction/use/turnover is regulated by governmental authorities or which are considered hazardous to the environment.

The company encourages suppliers to set greenhouse gas emission reduction targets in line with the Paris Agreement, supported by the Science-Based Targets initiative. Suppliers are obliged to use a variety of electricity sources, giving preference to renewable resources, in order to minimize CO2 emissions in the process of production and sale of goods and services. The Company expects Suppliers to continuously improve and implement innovative technologies that help reduce environmental impact and ensure sustainable development.

Suppliers shall ensure the safe and legal storage, transportation, disposal, recycling, reuse and utilization of waste, air emissions and wastewater discharge in accordance with the rules and legislation.

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Suppliers undertake to use natural resources (e.g., water, energy sources, raw materials) economically and protect them.

Suppliers undertake to take active measures to address environmental issues, including energy optimization and efficient use of resources.

SECTION 4. SUPPLIER'S RELATIONS WITH SUBCONTRACTORS

4.1 Subcontractor compliance checks

The Supplier undertakes to ensure the elimination of inconsistencies in the organization of the subcontractor without any cost to the Company. Identification of inconsistencies that are not further resolved shall be a reason for termination of the agreement/contract. If the actions of any of the subcontractors constitute a significant violation of the Principles for the provision of goods, works and/or services, the Supplier undertakes to replace such subcontractor with another one that will meet all the requirements.

Suppliers undertake not to cooperate with individuals/legal entities listed in:

- Decision(s) of the National Security and Defense Council of Ukraine “On the Application, Cancellation and Amendment of Personal Special Economic and Other Restrictive Measures (Sanctions)” and related to individuals/legal entities.

- Sectoral Sanctions Identifications (SSI) List of the United States Department of the Treasury and Specially Designated Nationals and Blocked Persons List (SDN) of the Office of Foreign Assets Control (OFAC), which is part of the U.S. Department of the Treasury.

- Sanctions Lists of the European Union and/or EU member states.

- Sanctions Lists of the World Bank.

The Suppliers acknowledge and agree that the goods/products/works/services offered/transferred to the Company are not imported, re-imported or otherwise obtained by the Suppliers or their subcontractors from Cuba, Iran, Democratic People's Republic of Korea (DPRK, North Korea), Syria, Sudan or any other countries in respect of which the United States, the European Union and/or Ukraine apply an embargo policy.

4.2 Audit

The Company and its customers, to whom the Supplier provides the results of work directly and/or through intermediaries, may conduct audits, including inspections and interviews with randomly selected employees at the Supplier's premises, as well as at the premises where work is performed on behalf of the Supplier.

SECTION 5. BUSINESS ETHICS

5.1. Corruption, bribery

The Supplier shall comply with all applicable anti-corruption regulations of Ukraine, in particular, it is prohibited to attempt to obtain an undue advantage by offering, promising or giving anything of value to any public official, business partner or any third party, or to engage in any other form of corruption, extortion, embezzlement or fraud that is intended to unfairly obtain advantages or otherwise influence the results of commercial relations with the Company. The Supplier undertakes to comply with all applicable laws and regulations on combating corruption, bribery, fraud and other prohibited activities in the course of doing business.

The Supplier shall be guided by the principle of “zero tolerance” to any manifestations of corruption. Suppliers are prohibited from engaging in any form of bribery in the public or commercial sector.

The Supplier shall not solicit, agree to accept or accept any gift, payment or other benefit from any person (directly or indirectly) offered to induce or reward the commission of illegal acts.

The Supplier undertakes not to make any payments, directly or indirectly, to facilitate formalities related to the Company.

The Supplier shall exercise effective control to prevent the offer, making, solicitation or receipt of improper payments by third parties on their behalf or on behalf of the Company.

5.2. Conflict of interest

The Supplier undertakes to avoid conflicts of interest in the course of interaction with the Company. At the same time, a *conflict of interest*, in accordance with this Code, is a conflict between the private (personal) interest of a person and his/her official (official, representative) powers, the presence of which may affect the objectivity or impartiality of such person's decision-making on the conclusion execution and/or termination of any agreements/agreements/contracts with the Company, as well as to take or not to take actions in the exercise of his/her official powers when concluding, executing or terminating agreements/contracts with the Company.

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The term private (personal) interest, in accordance with this Code, means any property or non-property interest of a person, including those caused by personal, family, friendly or other non-business relations with any individuals or legal entities.

The Supplier unconditionally represents and warrants that:

A) does not employ any employees of the Company or persons related to them.

B) does not have employees of the Company or related parties among its owners/founders/participants/shareholders/managers/members of management bodies.

C) does not have any relationships that may indicate a real or potential conflict of interest with the owners/founders/participants/shareholders/managers/members of the management bodies/employees of the Company.

In case of detection of the facts of a conflict of interest between the Supplier and the Company, the Supplier shall notify the Company in writing within 3 (three) calendar days from the date of detection of the fact of a conflict of interest.

In case of violation by the Supplier of the terms, conditions and reservations set forth in this clause of the Code, the Company shall have the right to terminate any agreements/contracts with the Supplier with prior notice to the Supplier of such termination 5 (five) calendar days prior to the date of termination, and the Supplier agrees and unconditionally accepts that no penalties related to the termination of agreements/contracts shall be applied (imposed) to the Company.

5.3. Gifts and entertainment

The Supplier shall meet the highest standards of integrity and responsibility. The Supplier shall refrain from offers of financing, donations, excessive gifts and wasteful entertainment to any employees of the Company in order to influence business decisions. In its activities, the Supplier shall comply with the current legislation of Ukraine and other countries, rules, moral values and ethical standards without violations and dishonesty.

5.4. The principle of transparency and integrity in doing business

The Company conducts its business and requires the same from the Suppliers on the basis of the principles of transparency and openness, complying with the law and ethical standards of non-disclosure of confidential information.

5.5. Reputational risks

The Supplier shall refrain from any risks, actions, omissions that may undermine trust and affect the Company's reputation. The Supplier shall adhere to the principles of independence, objectivity, confidentiality and other standards of professional behavior.

5.6. Confidentiality of information

Confidential information is any information of a financial, commercial or technical nature that may be disclosed by both the Company and the Supplier and that may be reflected in writing, orally, or in the form of samples, models or otherwise, provided that such written information is clearly and explicitly marked as confidential and agreed upon by the Company and the Supplier.

The Company and the Supplier may enter into a separate agreement on the protection of confidential information (non-disclosure agreement).

In case of disclosure of the content of information classified as confidential and agreed between the Company and the Supplier as confidential, the guilty party shall compensate for the damages caused in the amount established by the court.

5.7. Intellectual property

During the development/production, performance of works/services/supply of goods, the Suppliers shall use equipment and/or software that have a duly issued/certified document confirming the legality of their creation, legality of use, and transfer to the Company.

The Suppliers undertake to use intellectual property rights, both their own and those of third parties, including the Company, solely in accordance with the provisions of applicable intellectual property legislation and international agreements in this area.

Suppliers guarantee that they, directly or indirectly, do not use, sell, provide, export/import, re-export/re-import, transfer, forward, lend, lease, ship or otherwise dispose of any software product, software, source code, technology (including products derived from such software source code or technology or based on such software) or services, especially those manufactured/produced/developed/generated/invented in the United States, to any person, entity, end user or destination prohibited by trade controls and without obtaining any government license, permit, certificate, etc.

5.8. Fair competition

Suppliers shall conduct their business in accordance with the principles of fair competition and in compliance with all applicable antitrust laws. Suppliers shall refrain from any anti-competitive practices.

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**SECTION 6. SANCTIONS CLAUSE AND RELATIONSHIP WITH
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Suppliers undertake to fully and without any reservations strictly comply with all sanction restrictions and sanction regimes, which are implemented both by the countries in which the Suppliers are registered / carry out their economic activities, and by the countries, intergovernmental organizations / associations (institutions) whose sanctions may be transnational / cross-border in nature, for example, but not limited to, the United States of America, the United Kingdom of Great Britain and Northern Ireland, the European Union, the World Bank, the European Bank for Reconstruction and Development, etc.

In addition to the above, the Suppliers undertake not to cooperate with the natural/legal entities specified in:

- Decision(s) of the National Security and Defense Council of Ukraine “On the Application, Cancellation and Amendment of Personal Special Economic and Other Restrictive Measures (Sanctions)” and related to individuals/legal entities.

- Sectoral Sanctions Identifications (SSI) List of the United States Department of the Treasury and Specially Designated Nationals and Blocked Persons List (SDN) of the Office of Foreign Assets Control (OFAC), which is part of the U.S. Department of the Treasury.

- Sanctioned lists of the Treasury of Her Majesty the Queen of Great Britain and the kingdoms of the Commonwealth and its structural subdivisions.

- Sanctions Lists of the European Union.

- Sanctions Lists of the World Bank/European Bank for Reconstruction and Development.

Suppliers acknowledge and agree that the goods/products/works/services/technologies offered/transferred to DATAGROUP, including individual units, parts, components and components, software, are not imported, re-imported or otherwise received by Suppliers or by their subcontractors from Cuba, Iran, the Democratic People's Republic of Korea (DPRK, North Korea), Syria, Sudan, the Russian Federation, or any other countries with respect to which the United States, the European Union, and/or Ukraine apply an embargo policy.

Suppliers confirm that the goods/products/works/services/technologies offered/transferred to the Company, including individual components, parts and components, software, etc., have been properly checked and approved (all necessary permits / licenses / certificates, etc. have been received), including with appropriate authorizations under the Export Administration Regulations (EAR) of the Bureau of Industry and Security (BIS) of the US Department of Commerce, which is the administrator of the applicable dual-use Commerce Control List (CCL) and Export Control Classification Number (ECCN).

The suppliers confirm that they do not have among their shareholders, founders, participants and beneficial owners, including the ultimate beneficial owners of its founder, individuals and/or legal entities who are residents/citizens of the Russian Federation and the Republic of Belarus.