



UNITED GROUP

UNITED GROUP

ANTI-BRIBERY & CORRUPTION POLICY

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1. INTRODUCTION

In line with our Code of Business Conduct & Ethics, at United Group we are committed to act ethically and always do the right thing for our teams, clients, and communities, holding this belief firmly at the core of our organization.

Corruption and Bribery are illegal and unethical. They are disruptive and pose severe threats to the economy. Failure to address the risk of corruption may damage our reputation and trigger investigations, fines and/or other penalties for United Group and/ or individuals.

Refer to Annex 1 for a [Glossary](#) with more information about the capitalised terms.

2. PURPOSE OF THE DOCUMENT

This Policy reflects the legal obligations of United Group, its employees, agents, and directors, as well as international best practice, relating to the prevention of Bribery and other forms of Corruption by:

- a. establishing a clear set of expectations and requirements concerning Bribery and Corruption for all United Group personnel and business partners to adhere to;
- b. prescribing rules and controls intended to prevent, detect, and remediate Bribery and Corruption risks.
- c. providing guidance on how to recognize, avoid, and report suspected violations of Bribery & Corruption Legislation as well as identify risky situations which require enhanced assessment and approval from United Group's Compliance function.

3. APPLICABILITY & WAIVER

This Policy applies to you if you are an employee, director, board member, officer, contractor, agent, or representative of United Group B.V., its (in) direct shareholders up to Summer MidCo B.V., its (in) direct subsidiaries, affiliates, or joint ventures (together, "**United Group**"). All other policies and procedures related to this subject matter must be aligned with this Policy.

United Group is committed to working only with likeminded business partners who share the same ethical requirements, which are set out in detail in United Group's [Supplier Code of Conduct](#).

Any request for a waiver of this Policy must be submitted in writing to United Group Compliance Department at compliance@united.group. An approved waiver of any provision of this Policy for a director or an executive officer of United Group must then be approved by United Group B.V.'s Board of Directors or their designated committees and will be promptly disclosed to the extent required by law or regulation.

4. ZERO TOLERANCE APPROACH

As part of its commitment to ethics and integrity, United Group applies a zero-tolerance approach towards Bribery and Corruption and will:

- a. always choose to lose business rather than secure it through a Bribe, Kickback, or improper payment regardless of local laws or customs;
- b. not tolerate Bribery of any kind, whether to a Government Official or a private individual;
- c. never offer, provide, or authorise Bribes of any kind, including Facilitation Payments, either directly or indirectly, to a Government Official or a private individual;
- d. never request or accept bribes of any kind, either directly or indirectly; and
- e. comply with all applicable Anti-Bribery & Corruption Legislation.

5. UNACCEPTABLE CONDUCT

United Group's employees, directors, board members, officers, contractors, agents, or representatives are **strictly prohibited** from performing the following conduct:

5.1 Government Bribery

- a) offering, promising, giving, or authorizing Bribes, Facilitation Payment or Kickbacks to any Government Official, to obtain or retain business, to secure some other improper advantage, or to improperly influence a Government Official's actions;
- b) appointing Third Parties to perform the conduct described under letter a) above on their behalf.

Examples include:

- offering money or to hire the daughter of the Minister of Telecommunications to influence the allocations of government contracts and licenses.

5.2 Facilitation Payments

- a) offering or accepting to pay Facilitation Payments to Government Officials to expedite non-discretionary actions or services managed by these Government Officials which United Group is legally entitled to receive.

Examples include:

- paying a mayor to expedite a permit process required for network construction works which we need to perform in his municipality despite having all documentation in order;
- paying a Customs officer in addition to the normal fee to speed up the custom procedure despite all accompanying documentation is correct.

However, the safety of our employees is of utmost importance, and we understand that there may be circumstances in which there might be no alternative but to make a Facilitation Payment for protection against an immediate threat of physical harm from a Government Official, for example if requested by an armed law enforcement officer.

You are authorised to make a Facilitation Payment only if your safety is in danger. In such circumstances, as soon as the imminent threat is over, you must report the incident to United Group's Compliance function at compliance@united.group or your Local Compliance Officer. All payments under this provision must be documented and accurately recorded in United Group's books and records.

5.3 Commercial Bribery

- a) offering Bribes or Kickbacks to private (non-government) persons and entities to obtain or retain business or to secure some other improper advantage;
- b) soliciting or accepting Bribes or Kickbacks from private (non-government) persons and entities to enter into business with United Group or some other improper advantage while doing business with United Group.

Examples include:

- accepting a payment from a potential supplier for being preferred during a United Group's tender process despite the higher commercial terms or lack of technical requirements.
- soliciting a payment from a business partner threatening not to renew an existing contract or preferring the competition.

6. ENHANCED BRIBERY RISK

A Bribe is not necessarily a cash payment. It may take the form of, or be facilitated, through the following conduct:

- (i) cash equivalents;
- (ii) gifts or entertainment;
- (iii) trip and travel related expenses;
- (iv) discounts, loans and/or financing given on non-commercial terms;
- (v) rebates or kickbacks in relation to services provided;
- (vi) overpayments to business partners;
- (vii) use of assets at a discount or free of charge;
- (viii) sponsorships, charitable contributions, and community investments;
- (ix) political contributions; or
- (x) employment or internships.

Therefore, we have introduced additional controls to oversee United Group's processes and procedures which involve said conduct and carry an inherent enhanced Bribery & Corruption risk.

6.1 GIFTS, ENTERTAINMENT & TRAVEL

Gifts, Entertainment and Travel ("GET") may assist our client engagement strategy, building relationships and showcasing our products and services.

GETs includes, among others, (i) goods like plants, gift boxes, sweets, a bottle of wine; (ii) personal discounts, commissions, or anything else of financial value; (iii) free services; (iv) technology devices and tools (e.g., iPads, computers, mobile devices); (v) product subscriptions or licenses; (vi) meals, drinks, and events; (vii) hotel accommodation; (viii) travel and trips by car, air, train, or boat; (ix) seminars, conventions, conferences, or forums; and (x) invitations to any events.

However, it is prohibited to offer or accept GETs to encourage or reward a decision.

Examples include:

- Accepting a phone, an I-pad or another tech gadget from an existing or prospect logistics supplier during an ongoing tender organised by United Group.
- Offering a ski trip to a Government Official and/or his/her family involved in the process of issuing a license for United Group.
- Offering special numbers, free minutes to Government Officials unless it is part of a legitimate business deal or tender specifications.

GETs linked to United Group business must be only offered or accepted if:

- (i) proportionate;
- (ii) transparent and open;
- (iii) demonstrate a clear business objective; and
- (iv) appropriate for the nature of the business relationship.

To help you identifying any potential Bribery & Corruption risk, United Group's Compliance Function has introduced the [GET Register](#) which is an automated service to have your GET pre-approved within 72 hours.

You must submit a request via the [GET Register](#) for:

- **any GET** offered or received whose face value is **higher than €100**;
- **any GET** offered to or received **from a Government Official, regardless its face value**.

For further instructions on GETs and their approval process, see United Group's [Gifts, Entertainment & Travel Policy](#).

6.2 CHARITABLE DONATIONS

At United Group we strive to be a positive force in communities. To fulfil this commitment, United Group have been supporting various charitable programmes that have genuine impact and build a true connection with our customers and the countries where we have a presence.

However, we never select a charity or a charitable campaign to secure some other improper advantage. **It is prohibited to make Charitable Donations to improperly influence a Government Official, or in exchange for any improper favour or benefit.**

Examples include:

- Donating money to a charity run by the wife or a brother of the mayor.
- Offering to build a recreation centre in the municipality where we are participating in the local public procurement process.

To help you identifying any potential Bribery & Corruption risk, United Group's Compliance Function has introduced the [Donations & Sponsorships Register](#) which is an automated service to have your GET pre-approved within 72 hours

You must submit a request via the [Donations & Sponsorships Register](#) for:

- any Charitable Donations **higher than €1.000;**
- any Charitable Donations **associated, directly or indirectly, to a Government Official, regardless its value.**

For further information on Charitable Donations, see United Group's [Donations & Sponsorships Policy](#).

6.3 POLITICAL CONTRIBUTIONS

United Group is politically neutral and not directly or indirectly affiliated with any political party. The use of United Group's funds, time, or assets for the purpose of making or facilitating any Political Contribution is strictly prohibited.

Examples include:

- Using United Group's funds to contribute to the election campaign.
- Buying tickets for fundraising events aimed at supporting a candidate in the election campaign.

Whenever United Group's personnel participate in political activities, they must make it clear that their action and opinions reflect their individual beliefs, and not United Group's.

Political Contributions using personal funds shall never be refunded by United Group.

6.4 SPONSORSHIPS

Sponsorships can be a cash-efficient way of marketing our products and adding value to a transaction that would otherwise be a donation.

However, they can never be aimed at securing an improper advantage, or to improperly influence a Government Official's actions. **It is prohibited to finalise a Sponsorship agreement as a way of concealing a Bribe.**

Examples include:

- Accepting the request from a potential business customer, received while the contract negotiating is ongoing, to sponsor an event organised by the brother of the customer's CEO to become business partners.

Any payments for Sponsorship of events and initiatives for the purpose of brand exposure, including branding rights and advertising costs, business development or local community support must be offered with transparency.

To simplify the Bribery & Corruption risk assessment process, you must seek Compliance pre-approval via the [Donations & Sponsorships Register](#) for any Sponsorships **higher than €1.000.**



For further information on Sponsorships, see United Group's [Donations & Sponsorships Policy](#).

6.5 VOLUME DISCOUNTS & REBATES

Promotional allowances may be provided to buyers/customers as an incentive to purchase our products. Allowances may take the form of Volume Discounts, Rebates, and are based on future events and estimates.

Volume Discounts and Rebates might constitute a Bribe if the fee, price reduction, or commission, provided to a third party is unusually high compared to the market rate, not justifiable, and ultimately constitute a way to secure an improper advantage.

To mitigate Bribery & Corruption risk, you must seek the approval of your Local Compliance Officer for any Volume Discounts and Rebates exceeding the maximum threshold set out by your local policy.

In addition, you must declare any Conflict of Interest which might be linked to the Volume Discount or Rebate via the [Conflict of Interest Register](#) prior to agreeing to them.

For additional information regarding potential Conflicts of Interest, see United Group's [Conflict of Interest Policy](#).

6.6 THIRD PARTY DUE DILIGENCE

United Group may be legally responsible for the actions of Third Parties. Therefore, you must take steps to know who you are contracting with and mitigate Bribery & Corruption risks before you contract with them as well as during the entire duration of the contractual relationship.

You must conduct a proportionate risk-based Due Diligence of Third Parties before engaging with them, investigate any Key Risk Indicators and take all necessary precautions and actions to eliminate or mitigate the risk for Bribery and Corruption.

For more information, see United Group's [Due Diligence on Third Party Relationships Policy](#).

7. ACCURATE BOOKS & RECORDS

United Group promotes accountability, transparency, and commercial confidentiality through our systems and our record keeping.

Failure to maintain adequate books and records could lead to consequences for you and United Group including expenses not being paid, an audit of the subsidiary concerned, a violation of law and potentially disciplinary action, as well as the inability to demonstrate the permissibility of expenses to outside regulators and inaccurate accounts, which can lead to charges under the Anti-Bribery & Corruption Legislation.

You must comply with the following guidelines:

- a. Ensuring that all payments and transactions are accurately documented in detail in your sales system and accounts system;

- b. Maintaining invoices and receipts for all payments;
- c. Keeping adequate sales system records for Donations and Sponsorships;
- d. Ensuring zero-price transactions are documented and up to date;
- e. Requiring detailed information regarding payments prior to the transfer of funds;
- f. Filling out the [GET Register](#) for the necessary GET expenses;
- g. Ensuring all senior management approvals are retained; and
- h. Maintaining your personal expenses in accordance with your local Travel and Expense Policy.

8. CONSEQUENCES FOR VIOLATIONS

The terms of your employment or service contract include compliance with this Policy. For this reason, your induction or onboarding process include an anti-corruption training.

After the completion of the mandatory onboarding training, it is your responsibility to know and understand this Policy and request additional training if you are not sure what your obligations are, or how to interpret or adequately fulfil your duties for United Group in a manner that conforms to this Policy.

If you breach the terms of this Policy, you will be subject to **appropriate disciplinary procedures** up to or including termination of your relationship with United Group.

In addition, **you may be held personally liable** for engaging in Bribery or for violating the Anti-Bribery & Corruption Legislation. United Group may refer suspected violations to the appropriate law enforcement or regulatory authorities, which could lead to penalties, fines, and/or imprisonment for United Group's employees found liable for violating the law.

Similarly, if United Group determines that a business partner has not complied with the provisions of this Policy, it will take appropriate action, which may include termination of the business partner's contract, initiating proper legal action, and/or notifying the proper authorities regarding the violation.

9. SPEAKING OPENLY

We highly encourage you to raise concerns related to conflicts with the law, regulations, the Code of Business Conduct & Ethics, or United Group's policies, including this Policy.

As soon as an issue arises, or you become aware of it, you can report it using one of the following channels:

- emailing the Compliance Department at compliance@united.group;
- contacting the Compliance Department via the Integrity Helpline at unitedgroup.ethicspoint.com;
- notifying your direct manager, or your local HR.

For more details on your rights if you have reported a concern see the **Protected Disclosure Policy**.

If you have doubts on how to implement this policy, the Compliance Department can offer online or face to face **training** in all aspects of this Policy, including dynamic negotiation training, role play and group discussions.

Contact us at compliance@united.group.

Annex 1- GLOSSARY

Anti-Bribery & Corruption Legislation: means all applicable anti-bribery and corruption legislations and similar laws that prohibit the offer, authorization, or provision of anything of value or advantage (or that could be perceived as improperly influencing) the actions of the recipient or for the purpose of obtaining and retaining business.

Bribery: means the act of (i) giving or receiving money, gifts, favours or “thing of value” (not just cash) or any other advantage to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly; (ii) influencing someone in a position of trust, or to influence a part of their work that is expected to be performed impartially or in good faith; or (iii) other inducements for a person to do something “improper” in the performance of his/her functions.

Bribe: means anything of value or any other advantage to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly.

Charitable Donations: means anything of value, including United Group’s funds, venues, equipment, services, personnel time, or other benefit, given to an entity recognised as a charitable organisation under local law, or that is otherwise qualified to receive a charitable donation, for which the purpose is for United Group to obtain goodwill and not otherwise to obtain a commercial advantage.

Conflict of Interest: means a situation in which your direct or indirect personal or financial interests (including your Close Personal Relationships) prevent you or could prevent you from acting in the best interests of United Group, or otherwise conflict with the interests of United Group. Close Personal Relationships include, among others, those with your spouse or partner, children, parents, siblings, in-laws or other close family members and friends, and existing or historical fellow business associates (including business partners, companies or charities).

Consultant: means anyone who is engaged by United Group on a fixed or rolling term contractual basis to engage with third parties on its behalf.

Corruption: means any abuse of position or power to obtain directly or indirectly a personal gain or a business advantage. Corruption includes, but is not limited to, Bribery, Facilitations Payments and Kickbacks.

Due Diligence: means the identification, assessment, mitigation and monitoring of risk associated with the engagement of Third Parties.

Entertainment: means any form of entertainment, or invitation offered or received, including any third-party travel expenses such as transportation and accommodation. Examples are (i) meals, drinks, and events; (ii) hotel accommodation; (iii) travel and trips by car, air, train, or boat; (iv) seminars, conventions, conferences, or forums; (v) invitations to any events.

Facilitation Payment: means payments made to a public entity or Government Official to facilitate governmental actions, like obtaining a license, permit, or visa, providing services, or releasing goods held in customs which the payer is legally entitled without making such a payment.

Gift: means a tangible item, any payment, or an advantage given or received without payment. Examples are (i) goods like plants, gift boxes, sweets, a bottle of wine; (ii) personal discounts, commissions, or anything else of financial value; (iii) free services; (iv) technology devices and tools (e.g., iPads, computers, mobile devices); (v) Product subscriptions or licenses.

Government Official: means an officer, employee, or representative of a state or a state-controlled or -owned entity, which includes: (i) employees of any national, regional, local, or other government; (ii) elected officials; (iii) officers or employees of a government-owned or government-controlled company; (iv) employees of State or International Authorities, including telecom regulator, media regulator, and competition commission; (v) Private person acting temporarily in an official capacity for—or on behalf of—any government entity; (vi) Candidate for political or elected government office.

Key Risk Indicators: means information, particularly in due diligence, that causes concern and suggests that the arrangement may have Bribery & Corruption risks attached.

Kickback: means the return of a sum already paid or due to be paid as a reward for awarding or fostering business.

Lobbyist: means anyone who is engaged by United Group to, directly or indirectly, influence political or legislative change.

Political Contributions: means any use of corporate resources, including cash, for the purpose of assisting in any political campaign or to promote a political candidate.

Rebate: means an amount paid by way of reduction, return, or refund of a payment or part of a payment under certain conditions to incentivise sales.

Third Parties: means suppliers, business partners, Lobbyists, consultants, agents, distributors, customers, media agencies and specialists, or other affiliates and counterparties outside United Group, which United Group may contract with from time to time.

Volume Discount: means a financial incentive to encourage individuals or businesses to purchase goods in multiple units or in large quantities