



# **Sustainability Requirements** for Suppliers and Partners

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NOS acknowledges that its activity has both direct and indirect economic, social and environmental impacts in the communities it integrates and believes that it can and should conduct its business with the maximum financial and material benefit to the various stakeholders with whom it deals, maximizing the positive impacts and minimizing the negative ones.

In this premise, NOS pays particular attention to the selection and relationship it establishes with its Suppliers and Partners<sup>1</sup>. The quality of the products and services NOS acquires is crucial to maintain and improve the rating of our own services.

This document presents guidelines that summarize the outlook, **commitment** and conduct regarding sustainability, to be adopted by all Suppliers and Partners of NOS.

The requirements established are based on national and European legislation as well as the norms and principles of general or common international law which form an integral part of the Portuguese law and international conventions regularly ratified or approved by Portugal under

**Here we highlight the following instruments:**

- Universal Declaration of Human Rights;
- United Nations Convention against Corruption;
- International Convention on the Rights of the Child, adopted by the General Assembly of the United Nations on November 20, 1989;
- Conventions of the International Labour Organization (ILO);
- 2030 Agenda for Sustainable Development;
- The Paris Agreement;
- The 10 United Nations Global Compact Principles.

**Thus, we consider it imperative that NOS' Suppliers and Partners:**

- Comply with all legal requirements in force, applicable to their activity;
- Adopt good sustainability practices, namely in the human resources, health and safety at work, human rights, ethics, information security, personal data privacy, business continuity and environment areas and promote the implementation of the requirements that are requested by NOS;
- Understand and agree with the principles set out in NOS' **Code of Ethics**;
- Become, in cooperation with NOS, actively engaged in improving the environmental and social performance of NOS' products and services;
- Agree to receive assessment visits/audits within the scope of our supplier assessment process;
- Provide information regarding their social and environmental sustainability objectives and provide regular and accurate information on their performance in these areas.

1. Suppliers and Partners designation is applicable to any person or company who renders services, on a temporary or lasting basis, to the NOS Group.

# Supplier Responsibility

## 1.1 Laws and Regulations

Suppliers and Partners must fulfil all legal and regulatory requirements in force that apply to the activities they perform for NOS. In addition, whenever applicable, they must also fulfil any other requirements set out by NOS or resulting from other regulations or documents subscribed by the company (voluntary best practice principles or codes, certification standards, agreements with public authorities and non-governmental organizations, among others). Whenever requested, they must produce proof of such compliance to NOS.

Should competent authorities carry out an inspection, Suppliers and Partners must accompany said authorities, and if any situations of non-compliance relating to their activities are detected, it is their duty to implement all the measures required to restore compliance and provide NOS with a report confirming compliance has been restored.

## 1.2 Compliance and Performance

During any activities performed for NOS, Suppliers and Partners must ensure compliance with the requirements in the previous paragraph and participate, in cooperation with NOS, in the improvement of environmental, social, quality and security performance of any products and services marketed and sold by NOS.

In relation to quality certifications, NOS recommends that the best quality management practices, in accordance with the ISO9001 standard, be adopted.

It is the obligation of the Supplier and/or Partner to collect and submit regularly and within the established deadlines the data and performance indicators agreed upon and requested by NOS. The specific platforms and/or tools available for this purpose must be used by the Supplier and/or Partner.

## 1.3 Designated Pivot for collaboration with NOS

Upon NOS request, Suppliers and Partners shall appoint a designated person to oversee collaboration with NOS on the topic of Sustainability in its "lato sensu" and other issues related to these requirements. The designated person must possess the knowledge and skills required to fulfil these obligations.

In addition, all employees of the Suppliers and Partners involved in the activities contracted by NOS must be aware of the applicable requirements.

### 1.4 Audits

NOS' Suppliers and Partners must show availability to be audited by NOS or other entities the company chooses to contract for this purpose.

Whenever nonconformities are detected during an audit, and said nonconformities are a responsibility of the Supplier and/or Partner, it falls on the Supplier and/or Partner to take effective corrective action and provide NOS with proof of resolution of the detected nonconformity and any measure taken to prevent its recurrence.

### 1.5 Subcontracting

In case the service contracted with NOS is subcontracted, either fully or in part, the Supplier and/or Partner must inform the subcontractor of these requirements and make sure said subcontractor guarantees compliance to them.

### 1.6 Compliance with NOS Sustainability Requirements

Prior to the initiation of any contractual relationship, NOS shall inform the Supplier and/or Partner of the NOS Sustainability Requirements published on the Group's [website](#). If the service is commissioned, the Supplier and/or Partner assumes compliance with the relevant responsibilities and topics described in this Sustainability Requirements document.

Whenever NOS, pursuant to its commitments, makes relevant changes to the Sustainability Requirements document, must publish/share the updated version of the new document. If the Supplier and/or Partner does not comply with any of the applicable requirements, it must inform NOS and propose a date for implementation of said requirements.

# Relevant topics

## 2.1 Ethics

NOS views ethical and deontological matters as strategic to its business. Principles such as professionalism, integrity, transparency and independence are requirements in our day-to-day and constitute a crucial element of NOS' business success.

These principles are grounded on the individual attitudes and conducts that every Employee, Supplier and Partner or Entity collaborating with NOS must always incorporate into their decision-making processes.

NOS' Code of Ethics was elaborated with the purpose of compiling a set of principles and rules to govern the internal and external relations of the Group's companies with their stakeholders. The Code of Ethics is disclosed to Suppliers and Partners and can be found published on the Group's [website](#).

The Supplier and/or Partner must comply with all principles, as well as the rules, with the necessary adaptations, of NOS' Code of Ethics. In this way, its employees are obliged to carry out the training about NOS' Code of Ethics to be provided by NOS. Records of these trainings should be kept (e.g.: name of participants, jobs and training session dates).

Whenever faced with potential violations of NOS' Code of Ethics, within the scope of the contractual relationship with NOS, the Supplier and/or Partner should report these via the channels set out in the Code.

## 2.2. Preventing corruption and related offences

NOS rejects any form of active or passive corruption or bribery, as well as any other forms of improper influence or illegal conduct and insists on strict compliance with these principles in its external and internal dealings, whether with public or private organizations.

NOS' Code of Conduct for the Prevention of Corruption and Related Offences was written with the goal of setting up a number of principles, values and rules for behavior in these areas, applicable across all activities of the Group, and is posted on the Group's [website](#).

For the purpose of this Code, corruption and related offences mean crimes involving corruption, receiving and offering unfair advantage, influence peddling, fraud and laundering to obtain or divert grants, subsidies or loans, specifically according to the terms laid out in article 3 of the General Regime for the Prevention of Corruption.

The Supplier and/or Partner must comply with the principles and values, as well as the rules, including applicable adjustments, of NOS' Code of Conduct for the Prevention of Corruption and Related Offences.

Whenever the Supplier and/or Partner is faced with potential violations of the Code of Conduct for the Prevention of Fraud and Related Offences, and as part of its contractual relationship with NOS, it should report these via the channels set out in the Code.

### **2.3 Information Security, Personal Data Privacy and Business Continuity**

NOS' General Information Security Policy (available on the [website](#)) must be followed by its Suppliers and Partners in order to safeguard the principles of integrity, availability and confidentiality of information, based on security levels and domains, as well as on the respective control objectives to be implemented, in order to ensure adequate information and assets protection and business continuity.

While under contractual relationship with NOS, Suppliers and Partners shall adopt adequate technical and organizational measure so as to prevent, manage and minimize security, privacy and continuity risks (including cyber security) , in accordance with applicable national and European law, the Security and Privacy Policies and other NOS internal policies, arising from recommended international standards, such as the ISO 27001 (ISMS - Information Security Management System) and the Technical Guidelines for Security Measures from ENISA (European Network and Information Security Agency). In this context, NOS recommends adopting the ISO27001, ISO20000 or ISO22301 standard, or others which include measures relating to Information Security, Personal Data Privacy and Business Continuity.

Privacy and personal data protection of all persons who in any way deal with NOS (customers, service users, employees, partners and others) constitutes a fundamental commitment to NOS. The Commitment Statement on Privacy and Protection of Personal Data of the NOS Group (available on the [website](#)) defines the principles regarding the collection and processing of personal data and indicates the rights of the holders of personal data that Suppliers and Partners must adopt. In this context, NOS pays particular attention to the protection of the personal data of its Customers and service users, so the Suppliers and Partners must comply with NOS' Customers Privacy Policy (available on the [website](#)).

Suppliers and Partners shall ensure that their employees or other persons allocated by the provision of the service sign the Responsibility Statement of the IS/IT, of Confidentiality and Protection of Personal Data to be provided by NOS, in cases where they have access to information, systems, facilities<sup>2</sup> and/or personal data of the NOS Group.

In cases where there is or may be a processing of personal data where NOS is responsible for the processing, Suppliers and Partners must sign a Personal Data Processing Agreement.

In the above cases, Partners are responsible for communicating and ensuring compliance with security rules by all their employees providing services to NOS, by means of NOS' Manual of Security Regulations for Users (available on NOS' internal network) covering the following topics:

- Security Organization, Roles and Responsibilities;
- Security of Human Resources (including employees and partners);
- Security of Systems and Facilities (including the management of logical and physical access);
- Secure Use of ICT resources (computers, mobile devices, internet, email, etc.);
- Classification and Management of Information;
- Security and Privacy Incident Management;
- Business Continuity Management;
- Confidentiality of Information and Privacy of Personal Data.

As regards Business Continuity management, Suppliers and Partners shall develop and implement Continuity Plans in accordance with the criticality level of the services being provided to NOS. These Plans shall address interruption scenarios, such as failure of systems or communications, unavailability of facilities, massive failure of human resources at NOS' service or other relevant scenarios the parties may agree. They shall also cooperate in the execution of Crisis Management Plans, namely by articulating with NOS regarding communication during crises.

Updated records must be kept regarding security and continuity incidents as well as any corrective actions taken to prevent future occurrences. Suppliers and Partners shall also put processes in place so that NOS is notified should any such incidents occur within the scope of the contractual relationship. If the incidents involve personal data, they should also notify the NOS Data Protection Officer.

2. As regards access to facilities, for the purpose of mandatory physical security training, criteria defined by law is applicable to all occupants with an yearly permanence period of 30 days or more.



Upon request, Suppliers and Partners must provide their employees at the service of NOS security training based on the contents and media provided by NOS. Additionally, NOS may request specific certification of their employees, on terms to be agreed in accordance with the contractual relationship. Records of these training courses/certifications shall be kept (e.g.: name of the participants, job and training session dates).

During the process of contracting or purchasing from new Suppliers and Partners, these must clearly express in their service proposals, their commitment and agreement to comply with NOS' Security Policies. In said proposals, Suppliers and Partners must also include a description of the technical and procedural specifications that ensure compliance with security and continuity requirements, that may have been requested by NOS' contracting department. These requirements must be aligned with NOS' Security and Privacy Requirements Checklist (to be made available by NOS' procurement department, depending on the system/product/service concerned).

## 2.4 Energy and Emissions

Energy consumption and greenhouse gas emissions occur across all phases in the life cycle of the products and services we market and sell, they are our business' most relevant environmental impact.

Given this fact, it is recommended for Suppliers and Partners to monitor energy consumption linked to activities performed for or at NOS, and adopt measures to increase energy and carbon efficiency of goods and service provided to NOS.

Upon request, Suppliers and Partners shall cooperate in establishing and fulfilling objectives seeking the decrease of energy consumption or emissions as defined in NOS' Sustainability Strategy.

Suppliers and Partners must adopt the appropriate technical and organizational measures to prevent, manage and reduce the environmental impacts resulting from their activities carried out for and/or at NOS, for which alignment with the ISO14001 standard, or others which include measures to prevent and minimize environmental impacts, is recommended.

The Supplier and/or Partner must ensure that their staff receive specific training about preventing, managing and reducing environmental impacts, or other similar training, related to the activities that they carry out for and/or at NOS. A register should be kept of these training courses.

## 2.5 Waste

Suppliers and Partners shall remove from NOS' facilities any unnecessary materials and waste generated during services provided (namely batteries and electrical and electronic equipment), guaranteeing that such waste is properly disposed of in a duly licensed, environmentally suitable final destination. If specific conditions for the management and treatment of waste have been agreed between NOS and Supplier and/or Partner, this requirement will be safeguard in view of said conditions.

If applicable, e-Gar regarding the transport/forwarding of waste should be made available to NOS upon request.

## 2.6 Occupational Health and Safety

Suppliers and Partners shall carry out hazard identification and risk assessment regarding performed activities and also provide their employees proper working conditions, including personal and collective protective equipment, in compliance with applicable laws regarding health and safety.

In this respect, Suppliers and Partners should monitor the actions taken in order to minimize the risks associated with the activities carried out for and/or at NOS.

An updated record shall be kept regarding the number and types of workplace incidents and accidents (including fatalities), rates of occupational diseases and their typology, lost days and absenteeism, as well as of the corrective actions implemented for preventing future situations. This record must be provided to NOS upon request.

Suppliers and Partners must provide their employees allocated to the provision of services to NOS specific training on health and safety in accordance with the criticality level of the services being provided to NOS, particularly when dealing with hazardous conditions. Records of these trainings shall be kept.

NOS recommends the adoption of best practices for the management of health and safety at work, in accordance with the ISO45001 standard or others which cover similar prevention and minimization measures.

## 2.7 Other impacts

Suppliers and Partners' activities under NOS' employ may cause impacts other than those considered by NOS, but still relevant and meaningful in the context of activities carried out by the Supplier and/or Partner for NOS.

Suppliers and/or Partners shall inform NOS of other potential impacts and assess their relevance in concert with NOS and in light of the obligations accepted by the parties.

