

# Supplier Code of Conduct

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Fluvius plays a unique role in society. We perform an important social role in the name of the cities and municipalities for everyone who lives in Flanders. It goes without saying, therefore, that we should act with integrity and ethical responsibility in the performance of our tasks.

Acting with integrity means being honest and sincere, and deciding and acting in good faith and good conscience. Such conduct is entirely in line with Fluvius's goal of doing business in a socially responsible way, with Fluvius's values, and with its desire to create a culture of trust within the company. Acting without integrity harms Fluvius's reputation in the outside world. The principles of integrity are included in the [Ethics Charter | Fluvius](#)

Fluvius upholds the principles of CSR, or Corporate Social Responsibility. For instance, we treat the resources we use sustainably and with care, and the same goes for our employees. In this regard, we refer you to the [CSR Charter](#), in which Fluvius clearly states the CSR principles that the company applies and the commitments we make in respect of the various aspects of CSR.

This Supplier Code of Conduct is considered an integral part of normal business relationships and all contracts entered into with Fluvius, without prejudice to any other similar contractual provisions. It applies to all procurement and supply activities involving Fluvius suppliers.

The Supplier Code of Conduct applies to all current and future suppliers, contractors and service providers, as well as their affiliates (parent company, subsidiary or affiliated entities). All of them are hereinafter referred to as a 'Supplier'.

The Supplier is responsible for disseminating, educating and exercising duty of care by monitoring compliance with this code by its employees, its employment agencies, suppliers and subcontractors. The Supplier must exercise the same duty of care when selecting new suppliers, subcontractors and employment agencies.

## Our main principles

Fluvius undertakes to respect the following international standards:

- Declaration of the International Labour Organisation on Fundamental Principles and Rights at Work and its follow-up;
- Organisation for Economic Cooperation and Development Guidelines for Multinational Enterprises;
- Guidelines on Trade and Human Rights;
- Universal Declaration of Human Rights;
- and the United Nations Sustainable Development Goals.

We expect the same from our suppliers. The Supplier must therefore comply with all applicable local and international laws and regulations relating to safety, health, environment and employment.

### 1. INTERNATIONAL LABOUR STANDARDS

#### a. NO CHILD LABOUR IS PERMITTED

The Supplier does not use child labour. Its employees may not be younger than the compulsory school age in accordance with local laws and regulations which?, and they may in no case be younger than 15 years of age. The interests of the child shall take precedence over all other concerns.

#### b. EMPLOYMENT IS FREELY CHOSEN

The Supplier shall refrain from the use of involuntary prison labour or forced labour in its labour force. Employees have the free choice to quit their jobs subject to a reasonable notice period. Employees are not required to deposit money or identity documents.

#### c. A LIVING WAGE WILL BE PAID

The Supplier should explain the conditions of employment to employees in an understandable manner, and fair and reasonable wages should be paid. Wages and benefits for a normal working week should at least meet national legal standards. Deductions from pay as a disciplinary measure are not permitted.

#### d. WORKING HOURS MUST BE WITHIN LIMITS

The Supplier shall ensure that its employees work in accordance with all applicable laws and mandatory industry standards regarding regular working hours and overtime, including breaks, rest periods, vacations and maternity and paternity leave.

#### e. REGULAR EMPLOYMENT IS PROVIDED

The Supplier shall only employ employees who are legally authorised to work at its facilities and is responsible for validating employees' eligibility to work through appropriate documentation.

Work must always be performed on the basis of a recognised employment relationship provided for by national legislation and national customs. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship may not be circumvented.

f. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

In accordance with local legislation, the Supplier must respect the right of all employees to form and join trade unions (or other forms of representation) of their own choosing and, where appropriate, to perform representative functions at work, in accordance with relevant legislation. Suppliers must also allow workers to bargain collectively and respect the right to peaceful assembly. Furthermore, Suppliers must also respect the right of employees to refrain from such activities. Employees must not be discriminated against or treated adversely or differently because they hold representative positions.

g. THERE IS TO BE NO DISCRIMINATION

The Supplier does not discriminate against employees or prospective employees on the basis of their race, colour, age, gender, sexual orientation, gender identity and expression, ethnic or national origin, disability, pregnancy, religion, political affiliation, trade union membership, veteran status, protected genetic information or marital status in recruitment and employment practices such as wages, promotions, rewards and access to training and education.

h. CRUEL OR INHUMAN TREATMENT IS NOT PERMITTED

The Supplier undertakes to respect human dignity by treating its employees fairly and with respect. It shall refrain from using or tolerating with its employees any corporal punishment or other forms of mental or physical coercion or punishment, including sexual harassment and verbal abuse.

Fluvius maintains zero tolerance towards transgressive behaviour. This means that Fluvius is always committed to investigating any form of transgressive behaviour that is reported. We will ensure that appropriate responses are made from within the organisation. In extreme situations, such behaviour may result in sanction or dismissal.

2. ETHICS

The Supplier shall always act with integrity and conduct business in an ethical manner.

Our ethical requirements include the following:

- The Supplier must conduct business with honesty and integrity, in accordance with high ethical and legal standards, and comply with all relevant laws and regulations.
- The Supplier must prohibit the use of bribery to further business objectives and must not tolerate any form of corruption.
- The Supplier must respect intellectual property rights and safeguard the personal data and information of customers and Suppliers.
- The Supplier must protect and respect the personal data of everyone with whom it does business, including Suppliers, business customers, consumers and employees. When personal data is collected, stored, processed, transmitted and shared, the Supplier must follow the General Data Protection Regulation and other applicable privacy and information security laws.
- As a result of the collaboration between Fluvius and Wyre BV, a number of measures have been imposed by the Belgian Competition Authority. These can be consulted at [www.fluvius.be](http://www.fluvius.be), among other places. The Supplier agrees to keep itself abreast of these, comply with them and ensure that no network rollout information is shared with Wyre.

### 3. HEALTH, SAFETY AND ENVIRONMENT

Fluvius puts the safety and physical and mental health of its employees and suppliers first.

We expect the Supplier to also endorse this approach towards its own employees, contractors, partners or other parties affected by its operations, in accordance with relevant international and national regulations.

In doing so, Fluvius expects the following:

- The Supplier shall take all necessary measures to prevent industrial accidents and incidents;
- The Supplier shall provide all required personal protective equipment and work tools;
- The Supplier shall ensure that its employees have relevant professional training and qualifications to perform their work;
- The Supplier shall inform its employees about health and safety issues relating to their specific tasks.

On the environmental front, the Supplier shall also make the necessary efforts to reduce its impact on the environment:

- The Supplier shall comply with or exceed all applicable legal environmental requirements, in both locally and internationally recognised environmental practices;

- The Supplier shall have procedures or guidelines in place to identify, manage and reduce its environmental impact;
- The Supplier shall take appropriate measures to limit or reduce the environmental impact of its activities and is focused on the continuous improvement of its environmental performance.

## **Whistle-blower Reporting**

It is important to us that anyone (internal or external to Fluvius) can report illegal or unethical behaviour, or non-compliance and violation of this Code of Conduct or Ethics Charter.

Fluvius provides a procedure for reporting breaches and protecting reporters based on the European Parliament's Whistle-blowing Directive 2019/1937.

Breaches can be reported through [Whistle-blower Reporting | Fluvius](#), and the conditions under which a reporter is eligible for protection from retaliation are described there.

## Compliance

At Fluvius' request, the Supplier shall provide the necessary information demonstrating its compliance with this Code of Conduct. This includes reports or certificates issued by independent organisations as a result of sustainability evaluations initiated by the Supplier itself or another party.

Fluvius may evaluate the Supplier's compliance with the Code of Conduct on-site, or may commission an independent organisation to do so. The Supplier shall cooperate in this evaluation.

The Supplier is expected to achieve better sustainability performance year after year, contain risks of violations, report any violations identified and correct them with appropriate remedies.

Breaches of this Code of Conduct, failure to provide remedies for these, or refusal to provide information regarding compliance with the Code of Conduct shall be considered a breach of the Supplier's contractual obligations and may therefore result in revision or termination of the contract with Fluvius.