



Group Compliance Policy

Anti-bribery, corruption and conflicts of interest

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Objective and Scope

The Proximus Group commits to upholding the highest ethical standards when conducting business and has zero tolerance for illegal business practices such as Bribery and Corruption.

As a Belgium-headquartered international organization operating in multiple jurisdictions, the Proximus Group is subject to both Belgian and international laws and directives concerning (amongst others) Bribery and Corruption.

This Proximus Group Compliance Policy sets the minimum standards every Collaborator of the Proximus Group must adhere to, in order to prevent Bribery, Corruption and Conflicts of Interest.

Definitions

Bribery: Bribery means offering, promising, giving or receiving any financial or other advantage to or from any person with the intention to do something which is dishonest, illegal, or a breach of trust, in the conduct of business. Bribery can be both active and passive. Active bribery is making or attempting to make a bribe, while passive bribery is requesting an advantage or agreeing to receive/accept a bribe. Bribery can be private or public. Public bribery involves person(s) holding a public office, while private bribery only involves private individuals or companies.

Business Meal: A meal taken with a Business Relation during which professional topics are discussed.

Business Relation: Customers, Suppliers and Related Third Parties, (in)direct partners, sponsors, and all other corporate or individual parties with whom there is a current or potential commercial relationship.

Charitable Donation: Contribution, in cash or other forms, which is made to a non-profit organization to help it accomplish its goals for which the donor receives nothing of value in return.

Close Family Member: Relationship of descent or ancestry, either in the direct line (parent, child, grandparent) or in the collateral line (brother, sister, uncle, aunt, nephew, niece, cousin), up to the fourth degree, within the meaning of article 4.11, §6 of the new Civil Code in Belgium or equivalent in other countries.

Collaborator(s): All contractual and statutory employees, external contractors and temporary workforce bound to a company of the Proximus Group.

Conflict(s) of Interest: A situation in which a Collaborator is in a position to derive a personal benefit from actions or decisions made in their professional capacity within the Proximus Group.

Corruption: Abuse of entrusted power for private gain.

Facilitation Payments: Payments made to specific individuals (either public or private) to ensure they perform their duty, whether more promptly or at all.

Gift: Money, vouchers, goods or services given as a mark of friendship or appreciation. They should be given without expectation of consideration or value in return. Gifts should have no business roles other than marking and enhancing relations.

Membership: Representation of the Proximus Group in a specific business or professional organization.

Pending Tender:

1. Period “from the moment a company from the Proximus Group sends a written request to a new or existing supplier (with or without publication) to provide pricing, until the decision to work with the supplier (also called market attribution)”.
2. Period “from the moment of the reception of a written request from a new or existing client (with or without publication) to provide pricing, until the decision of the client to work with us or not (also called market attribution)”.
3. When reference is made to “no pending tender”, one should read no Pending Tender/RFP/RFQ/RFI with the business relation.

Personal Relationship: Any relationship between legal (married, legal cohabitants) or de facto (de facto cohabitants) spouses or any intimate relationship, whether on a one-time or regular basis.

Position of Influence: A position of influence means that one Collaborator has a hierarchical link with another Collaborator or has the power to determine the other Collaborator’s salary or grant them advantages of one kind or another.

Proximus Group Assets: Refers not only to the physical equipment made available to the Collaborator by the Proximus Group, but also elements such as but not limited to working hours, information, and financial assets of the company.

Proximus Group: Proximus NV/SA and its Subsidiaries.

Request for Information (“RFI”): Process that is primarily used to gather information to help decide on what steps to take next. This usually precedes the RFQ/RFP.

Request for Proposal (“RFP”): Process that announces a project, describes it, and solicits bids from qualified contractors to complete it.

Request for Quotation (“RFQ”): Process in which a company solicits selected suppliers and contractors to submit price quotes and bids for the chance to fulfil certain tasks or projects.

Sideline Activity: Any business or activity pursued in addition to one’s professional activity at the Proximus Group.

Sponsoring: Supporting an event, activity or organization by providing money or other resources that are of value to the sponsored event.

Subsidiaries: All entities related to Proximus NV/SA in which Proximus NV/SA holds at least 50% of the shares.

Suppliers and Related Third Parties: suppliers, agents, representatives, consultants, distributors, and other contractors.

Scope of application

This policy is applicable to all Collaborators working within the Proximus Group.

The Proximus Group is committed to request its Suppliers and Related Third Parties to adhere to and comply with the standards set out in this policy. This is further covered under 9. Professional Relationships.

Policy Statement

1. Gifts

- 1.1 Collaborators are only entitled to receive compensation and benefits paid by their employer as remuneration for their work.
- 1.2 Every Gift to/from a third party that is offered and/or received by a Collaborator cannot exceed the acceptable monetary and frequency thresholds as set out in Annex A.
- 1.3 Every exchange of Gift should happen in a transparent and open way. A Collaborator offering or receiving a Gift must register the Gift in accordance with the requirements set out in Annex A.
- 1.4 Collaborators receiving gifts should share them with their colleagues whenever possible
- 1.5 When offering a Gift, the Collaborator must ensure the receiving party is authorized by their own company policy to accept the proposed Gift
- 1.6 Gifts in cash or cash equivalents (e.g. gift cards or vouchers) are forbidden.
- 1.7 Gifts can never be offered or received in periods where there is a Pending Tender with the Business Relation.
- 1.8 Gifts are never allowed when they involve public officials and/or public authorities.
- 1.9 If a collaborator has any doubt about whether a Gift or other favor is permitted, they should ask their hierarchy about this in writing, requesting the latter's approval before accepting the gift or other favor. The hierarchy may always refer to the Group Compliance Office to evaluate the receivability of the gift or favor.

2. Business meals

- 2.1 Collaborators must, as a first choice, opt to organize Business Meals at a Proximus Group office location.
- 2.2 Every Collaborator must follow the guidelines on accepted maximum monetary value and limitations on frequency as set out in Annex A.
- 2.3 The inviting party is never allowed to pay for a spouse, partner, family member or friend of the invitee.
- 2.4 Business Meals can never be offered or accepted during periods where there is a Pending Tender with the Business Relation.
- 2.5 When inviting a Business Relation, the Collaborator must ensure the invitee is authorized by their own company policy to accept the invitation.

3. Events

- 3.1 Collaborators can only accept or distribute invitations to events according to the limits on frequency and monetary value as set out in Annex A.
- 3.2 Hotel and transportation costs to/from events must always be paid by the Business Relation.
- 3.3 The purpose of the invitation must be to promote commercial activities, to do business development or to maintain existing working relationships.
- 3.4 No invitations to events are allowed to be distributed or accepted during periods where there is a Pending Tender with the Business Relation. Event invitations sent out to or received from a Business Relationship prior to entering into a Pending Tender with that Business Relation should be cancelled, after consultation with Group Compliance.
- 3.5 A Collaborator is not allowed to distribute invitations to an event without the involvement of their Sponsoring or Event team.
- 3.6 A Collaborator inviting Business Relations must be present to accompany the Business Relation.
- 3.7 A Collaborator distributing invitations to events must register the invitation in accordance with the requirements set out in Annex A.

4. Charitable donations

- 4.1 Collaborators are not allowed to make Charitable Donations on behalf of the Proximus Group without the approval of the local Sustainability Department (or equivalent organizational body).
- 4.2 Charitable Donations can only be made by a duly recorded bank transfer.

5. Facilitation payments

- 5.1 Facilitation Payments are considered as Corruption. Collaborators are not allowed to be involved in any sort of Facilitation Payment or comparable financial transaction.

6. Political contributions

- 6.1 Collaborators are not allowed to make financial or other contributions in any form on behalf of the Proximus Group to support political parties or politicians, or to pursue political goals.

7. Sponsoring and Membership

- 7.1 To avoid actual or perceived Bribery in relation to Sponsoring or Membership deals, every Collaborator must obtain written approval of their local responsible department before entering into any Sponsoring or Membership agreement.

8. Conflicts of Interest

- 8.1 A Collaborator may never use Proximus Group Assets to obtain a direct or indirect personal advantage, whether for themselves or for someone else.
- 8.2 Collaborators can never let their personal financial or social interests, or the interests of a Close Family Member, Personal Relationship or friend influence their judgment or professional duties to the Proximus Group.
- 8.3 Collaborators are formally prohibited from using internal and/or confidential information specific to the Proximus Group's activities to buy or sell shares, or to derive profit for themselves or for others based on this information.
- 8.4 A Collaborator is not allowed to have a hierarchical link with or the power to determine another Collaborator's salary or grant them advantages of one kind or another If they are Close Family Members or in a Personal Relationship.
- 8.5 In the course of their duties, a Collaborator may not process or modify any records/data concerning themselves or Personal Relationships and Close Family Members.
- 8.6 The management of a file or a specific case of third parties, which could generate a form of conflict of interest, is prohibited unless the Collaborator has received prior written authorization from their leadership.
- 8.7 A Collaborator may not engage in any paid or unpaid Sideline Activities that would be in competition with the activities of the Proximus Group.
- 8.8 When a Collaborator wants to perform a Sideline Activity, they must respect and follow the guidelines listed in Annex A.

9. Professional relationships

- 9.1 All contractual agreements with Suppliers and Related Third Parties must include adequate provisions to prevent illegal practices such as Bribery and Corruption.
- 9.2 The Proximus Group has frequent interactions with government officials and public authorities. The Proximus Group is committed to respecting the highest professional and ethical standards in these interactions and to establishing long-lasting relationships based on reciprocal trust and respect.

10. What to do in case of infringements?

What should you do if you spot Bribery or Corruption?

1 - refuse explicitly to take part in it.

2 - inform your Team Lead and your local Compliance Manager/Officer immediately. They will advise you on what to do next. You can also report via your local whistleblowing channels.

Monitoring and training

Compliance with this policy is monitored by Proximus Group Compliance.

Proximus Group Compliance can periodically perform audits, where required with the assistance of local Proximus Group Collaborators, on compliance with the principles set out in this policy.

All Collaborators must follow the mandatory e-learning on Anti-Corruption and Bribery according to the scope, timeframe and recurrence set by Proximus Group Compliance.

Consequences of non-compliance

Any violation of this policy could result in civil and criminal penalties, in addition to disciplinary measures up to dismissal, in accordance with the employment regulations applicable to the Collaborator.

ANNEX A – Belgian Thresholds and Registration Guidelines

Gifts

- When receiving: Maximum total commercial value of 100 EUR per offering party per calendar year.
- When offering: Maximum total commercial value of 100 EUR per receiving party per calendar year. From value of 50 EUR, ask confirmation from receiver that gift is in line with their company policy.
- Registration requirements:
 - Incoming gifts: inform hierarchy
 - Outgoing gifts: mandatory use of Ariba tool (preferred) or MobileXpense tool (if not possible in Ariba).

Business Meals

- Paid by Proximus Group: Maximum total value of 100 EUR per person/per meal, twice per calendar year. Must be expensed in MobileXpense tool. Maximum tip of 5 EUR.
- Paid by Business Relation: Maximum total value of 100 EUR per person/per meal, twice per calendar year.

Events

- Organised by Proximus Group: Maximum 2 occasions per person per calendar year.
- Organised by third parties, invited by Proximus Group: Maximum 2 occasions per person per calendar year.
As of ticket value of 265 EUR: documented approval required in accordance with guest authorisation form found on this [link](#) (click to follow link) or on the WAP+ page of this policy.
- For Public Officials or Public Authorities, maximum total value of 500 EUR per invitation, except for EU institutions that cannot be invited to sponsoring and Public Relations events.
- Organised by third parties, invited by third parties: Maximum 2 occasions per person per calendar year.
- Registration requirements for event invitations distributed by Proximus – to be stored by organiser:
 - Event title, start date and end date
 - Purpose of the invitation
 - Name, first name, e-mail and PERid (or equivalent) of the contact person of the Sponsoring team or the Collaborator responsible for the tickets
 - Name, first name, e-mail and PERid (or equivalent) of each Proximus Collaborator who received tickets for the event
 - Name, first name, e-mail, name of employer of each external guest
 - Results of assessment on possible conflict of interest for each external guest
- Registration requirements for events organised by third parties: inform hierarchy

Sideline Activities

- Inform hierarchy and HR in accordance with procedure found on this [link](#) (click to follow link).
- Cannot be performed during:
 - Working hours
 - Leave for compelling reasons
 - Buy Holidays
 - Leave due to medical incapacity it being related to illness, accident, or other reduced work schedule on medical ground, provided that these activities are similar or identical to the activities performed for the Proximus Group, or if these activities are of such a nature as to delay or make it more difficult to return to work and/or recover.