COMPETITION LAW POLICY

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1. PURPOSE

This policy describes the guidelines that Telenet's employees must follow in order to comply with the competition rules. Our employees must ensure that they always perform their duties in a fair and ethical manner and do not hinder free competition. In this respect, the European and Belgian competition rules, as well as the guidelines set out in this document, must be strictly complied with. Questions relating to this policy can be sent to the Legal Department (legal@telenetgroup.be).

2. SCOPE

This policy is applicable to all employees of Telenet, Telenet Group and Telenet Retail.

3. COMPLIANCE

All employees are responsible for compliance with this policy and all applicable competition rules. The requirements are mandatory, not advisory, and you must ensure that you understand them and comply with them. Repeated non-compliance with essential rules and guidelines will be reported to management and may result in disciplinary action if necessary. At Telenet we say it like it is, so if you become aware of behaviour that you believe is in violation of this policy or if you suspect such behaviour, you are obliged to report this inappropriate behaviour as soon as possible. You can report the matter directly to the Compliance team (compliance@telenetgroup.be) and to your manager. You can also report it through the whistleblower hotline (click here), where you have the option to remain anonymous. Bear in mind that it will be very difficult to investigate the matter and it may be impossible to take corrective action if you remain anonymous.

4. SUMMARY OF THE MAIN PRINCIPLES

Do's	Don'ts
• Be careful when sharing information with competitors, including at informal or public events. • Make sure to have an agenda and minutes for meetings with competitors. • Make sure to always record objections in relation to prohibited topics in the minutes of meetings with competitors. • Always ask yourself whether a party is a (potential) competitor of Telenet and contact the Legal Department in case of doubts. • Leave resellers, distributors and wholesale customers free to determine their own commercial policy in relation to prices, customers and territory. • Check timely with the Legal Department whether Telenet has a dominant position on a certain market and whether a proposed action is admissible.	• Do not exchange commercially sensitive information with competitors. • Do not conclude price agreements with competitors. • Do not conclude agreements with competitors on the repartition of markets or customers. • Do not conclude agreements with competitors about other commercial conditions in the market. • Do not conclude agreements with competitors in a tender. • Do not conclude agreements with competitors to exclude new market entrants, suppliers or wholesale customers. • Do not impose exclusivity or non-compete obligations without the approval of the Legal Department. • Do not start a acquisition process or a long-term cooperation with companies without prior merger control analysis (see below) and, if necessary, approval from the competition authorities. • Do not impose unfair conditions on companies that are economically dependent on Telenet.

5. WHAT ARE THE BASIC RULES OF COMPETITION LAW?

Below we discuss four key aspects of competition law.

- Cartel ban: the ban on agreements and contacts that restrict competition
- Prohibition of abuse of a dominant position
- Prohibition of abuse of a position of economic dependence
- Merger control: the prohibition of acquiring, merging or entering into a long-term cooperation with certain companies without prior approval from the competition authorities.

5.1 CARTEL BAN

Arrangements and agreements between companies which restrict competition are prohibited. Anti-competitive contacts between companies which, in any form whatsoever, could distort normal competitive relationships are also prohibited. These may include arrangements with competitors, resellers, distributors, wholesale customers or suppliers. The prohibited arrangements, agreements or conduct can also take different forms. The list with examples of possible infringements below is not exhaustive and other agreements or commercial practices can also be considered restrictive of competition.

5.1.1 Agreements with competitors

Agreements with a competitor, which have as their object or effect the restriction of competition on price or other competitive conditions, are prohibited. Attention: some suppliers, customers or partners of Telenet may at the same time be a competitor of Telenet and its affiliates (e.g. MVNOs).

Examples:

Agreements or contracts with a competitor relating to:

- prices and price conditions (rebates, payment terms, dealer commissions …);
- timing and/or extent of price increases or decreases;
- product characteristics (e.g. speed or volume of internet subscriptions) or new products or services;
- allocating customers and/or markets (e.g. operator X gets the residential market, while operator Y takes care of the business market);
- allocating geographical markets;
- output limitation;
- tenders;
- exclusion of new market entrants;
- boycott of resellers, wholesale customers or suppliers.

5.1.2 Agreements with suppliers, resellers, distributors or wholesale customers

Certain agreements with suppliers, resellers, distributors or wholesale customers can sometimes restrict competition.

Examples:

- agreements on retail prices or other commercial conditions;
- prohibition to deviate from the recommended price for the products or services;
- restrictions regarding customers, markets or geographical areas;
- imposition of exclusivity or non-compete obligations.

5.1.3 Which forms of contact, coordination or agreements are involved?

Cartels exist in many forms and do not need to be officially approved by the companies concerned..

- The arrangements may be **oral or written**, **informal** or laid down in a **formal** contract..
- **Concerted practices**: Collusive behaviour between competitors can be an infringement without having to conclude an actual agreement. This may occur where direct or indirect contact between companies leads to an alignment of the market conduct of the companies concerned which cannot be explained by the normal functioning of the market and which has as its object or effect to influence the market conduct of competitors or to disclose its own intended future conduct to competitors.
- **Exchange of commercially sensitive information** between competitors which increases strategic certainty in the market (on confidential business strategy, price or volume forecasts, new product launches, dealer commissions, production costs, marketing plans, etc.) can be seen as a restriction of competition. Even if such strategic information is unilaterally disseminated by e-mail, phone or formal or informal meetings, it may be considered a violation. Nor does it matter whether the information is shared directly or indirectly (via third parties).

5.1.4 Exceptions

There are certain exceptions to the ban on cartels and, under certain circumstances, certain agreements may nevertheless be permissible. Agreements that demonstrably benefit the customer and the economy, such as agreements on research, development and technology transfer, are sometimes permissible. However, a legal analysis of the proposed agreements and the circumstances involved is required to verify whether this is the case. Always contact the Legal Department (legal@telenetgroup.be) before discussing such initiatives with external parties.

5.2 ABUSE OF A DOMINANT POSITION

A company has a dominant position if it is able to behave, to an appreciable extent, independently of its competitors, customers or suppliers on a particular market. Maintaining a high market share (e.g. 40% or more) is indicative of a dominant position. Always contact the Legal Department in order to ascertain whether Telenet could have such a dominant position.

It is not prohibited to hold a dominant position. A dominant position does, however, entail a special responsibility on the part of the company concerned not to abuse that position. In concrete terms, this means that a dominant undertaking is not allowed to do certain things which its competitors are allowed to do. Dominant firms must not prevent rival companies from competing effectively or foreclose them from the market.

Examples:

- the refusal, without objective justification, to supply the product or service for which it is dominant;
- the sale at a loss or at excessively low prices of the product or service for which it is dominant;

- charging unreasonably high prices which disadvantage customers;
- the application, without objective justification, of discriminatory conditions for the dominant product or service which puts trading partners at a competitive disadvantage;
- the bundling of products and/or services in a way which forecloses competitors from the market.

5.3 ABUSE OF ECONOMIC DEPENDENCE

It is prohibited to abuse a position of economic dependence in respect of another undertaking as a result of which competition may be affected on the Belgian market in question or in a substantial part of it. A position of economic dependence on Telenet exists where there is (i) no reasonable equivalent alternative available to the company concerned within a reasonable period of time, and under reasonable conditions and costs and (ii) which would allow Telenet to impose performance or conditions on these companies that cannot be obtained under normal market conditions.

Examples of possible abuses:

- the refusal of a sale or purchase;
- the imposition of unfair purchase or selling prices or other unfair trading conditions;
- the restriction of production, marketing or technical development to the detriment of consumers;
- the application of dissimilar conditions to equivalent transactions, thereby placing companies at a competitive disadvantage;
- making the conclusion of contracts conditional upon the acceptance of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject matter of such contracts.

5.4 MERGER CONTROL

Certain acquisitions of companies, joint ventures, major outsourcing agreements or long-term partnerships with other companies may be subject to prior approval by the Belgian or European competition authorities. The implementation of such projects without such prior approval is prohibited. Always consult the Legal Department before discussing such initiatives with external parties.

6. WHAT ARE THE CONSEQUENCES OF AN INFRINGEMENT OF COMPETITION LAW?

An infringement of the competition rules can result in very high fines (up to 10% of the worldwide turnover of the LG group). It also exposes Telenet to major risks (claims by competitors or customers, reputational harm, disruption of normal business operations due to dawn raids, ...).

7. HOW CAN YOU AVOID INFRINGEMENT?

All employees must comply with the following principles and rules of conduct in order to avoid competition law infringements.

7.1 GENERAL

- Do not participate in, or contribute to, acts that you know could infringe the competition rules.
- Familiarize yourself with and respect the rules of the Chinese Walls policies for Wholesale and Entertainment (De Vijver Media)..
- If you have any doubts as to whether certain planned conduct or agreements could infringe the competition rules, please consult with the Legal Department timely.
- When you become aware of a (potential) infringement of competition law, you must immediately inform your manager and the Compliance team (compliance@telenetgroup.be). They will, after having obtained all the necessary information, decide which attitude you should adopt in the given circumstances. You can also report it via the whistleblower hotline (click here), in which case you have the option to remain anonymous.

7.2 CONTACTS WITH COMPETITORS

- Always keep in mind that the following players may also be competitors or potential competitors: mobile and fixed operators, MVNOs, indirect sales channels, IoT players, integrators, handset suppliers, infrastructure providers, cloud service providers, broadcasters and production houses.
- Do not agree on or discuss with competitors (orally or in writing) prices and pricing conditions (rebates, payment terms, dealer commissions ...), the timing and/or extent of price increases or decreases, product characteristics (e.g. the speed or volume of Internet subscriptions) or new products or services, the allocation of customers and/or markets (e.g. operator X gets the residential market, while operator Y takes care of the business market), the allocation of geographic markets, output limitation, tenders, exclusion of new market entrants, boycotts of resellers, wholesale customers or suppliers, etc..
- Do not share commercially sensitive information with a competitor such as confidential business strategies, price or volume forecasts, new product launches, dealer commissions, production costs, marketing plans, etc..
- Do not ask a competitor for commercially sensitive information.
- If a competitor offers or discloses commercially sensitive information or if a prohibited topic is raised in a conversation with a competitor, immediately and explicitly object. If the competitor continues, you must leave the conversation or meeting. Silence and saying nothing does not suffice. Ensure that your objection and your departure is recorded in the minutes.
- Beware of indirect exchanges of commercially sensitive information between competitors through third parties such as distributors, customers or industry associations with the object or effect of collusion.
- Beware of external statements (interviews, press releases, speeches) that may be interpreted as testing competitors' reactions to future commercial behaviour.
- Avoid exchanging commercially sensitive information in meetings with competitors' representatives at informal events or in private settings.
- For meetings with (potential) competitors: make sure to exchange a clear agenda in advance and make sure that there are no prohibited items on the agenda, exchange minutes of the meeting after the meeting and correct them where necessary so they cannot be misinterpreted.

7.3 CONTACTS WITH SUPPLIERS AND DISTRIBUTORS

Always seek the advice of the Legal Department before:

- restricting, directly or indirectly, the freedom of distributors, resellers or wholesale customers to determine the prices at which, or the territory into which, or the customers to which, they sell;
- agreeing on exclusivity and/or non-compete obligations with suppliers, resellers or wholesale customers or distributors.

7.4 CONDUCT IN MARKETS WHERE TELENET COULD BE DOMINANT

For products and/or services in respect of which Telenet could be dominant, and unless this has been analysed and approved beforehand by the Legal Department:

- do not apply excessively high or low prices;
- do not apply excessively low prices; do not sell at prices below cost;
- offer products and/or services to trading partners without discrimination as to price or other sales conditions;
- do not directly or indirectly bundle products and services; do not require the joint purchase of products or services, nor encourage joint purchasing through, for example, bundle rebates.

7.5 WITH REGARD TO COMPANIES IN A POSITION OF ECONOMIC DEPENDENCE VIS-À-VIS TELENET

With regard to companies in a position of economic dependency vis-à-vis Telenet, and unless this has been analysed and approved in advance by the Legal Department:

- do not refuse a sale or a purchase;
- do not impose unfair purchase or selling prices or any other unfair trading conditions;
- do not restrict production, marketing or technical development to the detriment of consumers;
- do not apply dissimilar conditions to equivalent transactions, thereby placing companies at a competitive disadvantage;
- do not make the conclusion of contracts conditional upon the acceptance of supplementary obligations which, by their nature or according to commercial usage, have no connection with the contract.