

Axiata Supplier Code of Conduct

Axiata is strongly committed to observing the highest ethical standards in all its procurement activities. As such, this Axiata Supplier Code of Conduct ("Code") has been prepared to provide a clear statement of Axiata's expectation from Suppliers in all procurement dealings, ensuring that internationally recognised procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities. This Code establishes the standards required for conducting business with Axiata. Our goal is to work with our Suppliers to ensure full compliance with these principles. These requirements set out the minimum levels of compliance required of Axiata's Suppliers. As a Supplier, you are encouraged to exceed the requirements wherever possible. We will consider these principles in our selection of Suppliers and will actively monitor Suppliers' compliance.

Axiata may amend and add to this Code at any time and from time to time. Supplier and Supplier Representatives are bound by such amendments and additions published from time to time and accessible at <https://www.axiata.com/corporate/supplier-code/>. References to this Code shall be deemed to include such amendments and additions. Supplier shall ensure that Supplier Representatives comply with this Code.

1. APPLICABILITY OF THE CODE

This Code shall apply to all Suppliers including all prospective Suppliers, Axiata-approved sub-contractors and other entities acting on the Suppliers' behalf (collectively "Supplier Representatives"). Suppliers including such Supplier Representatives shall ensure this Code and other relevant information are communicated throughout their organisation and made available to their respective employees in a comprehensible language(s) of its employees and supervisors.

Suppliers' and the Supplier Representatives' acknowledgement of this Code is a pre requisite in every Axiata contract for supply. Through the acceptance of a Purchase Order and/or signing of contract, which make reference to the Code, the Supplier commits that its business operations are consistent with the provisions contained in this Code.

2. BUSINESS PRACTICES

2.1. Laws, Including Regulations and Other Legal Requirements

Suppliers shall comply with all applicable laws and regulations in all locations and jurisdiction where they conduct business. Where the requirements of such applicable laws and this Code differ, or are in conflict, the Supplier shall comply with the highest standard consistent with applicable laws.

Suppliers are also expected to ensure it has obtained all necessary regulatory approvals to conduct its business in the relevant jurisdictions. This includes any licenses, permits, approvals, permissions granted by local regulators and federal authorities.

2.2. Policy on Bribery and Corruption

Axiata expects all Suppliers and companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards.

Suppliers shall never offer a bribe or kickback in any form to Axiata employees, their families or nominees, or engage in unethical or unacceptable business practices in order to obtain or maintain Axiata's business. Suppliers must report to Axiata if any Axiata employees or business associates requests any such incentive. During a bid or evaluation process, Suppliers should not entertain nor seek to influence Axiata employees involved in the bid or evaluation, or their families, through gifts, payments, favours, services or other benefits that influence any business decision or that create the appearance of influencing any business decision.

Gifts in the form of cash or cash equivalent is prohibited. Any gifts offered, given or received shall be in compliance with the law and it is Axiata's policy that employees declare any gifts offered, given or received. Nonetheless, any gifts which could influence or could reasonably give the appearance of influencing the business relationship with Axiata or any business decision arising out of the business relationship should not be offered or given to Axiata employees or their relatives and families.

2.3. Position on Conflict of Interest

Supplier must report to Axiata Procurement if any director or employee of Axiata and/or relatives of director or employee of Axiata are employees, partners, directors, or shareholders (other than publicly traded securities) of the Supplier. Relatives of an Axiata director or employee comprise of the director's or employee's spouse, parents, children, brothers or sisters, or spouse of child, brother and sister. It is Axiata's policy that a director or employee declare any interests that they or their relatives, directly or indirectly, have in a bid or a Supplier.

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2.4. Anti-Competitive Conduct

Suppliers shall comply to competition legislation and regulations where applicable and not engage in anti-competitive conduct such as but not limited to collusive behaviour, tying or linking arrangements, misuse of market power and refusal to supply.

Axiata expect its Suppliers to adhere to all anti-trust laws to ensure a free and open marketplace. Suppliers must not propose, or enter into, any agreements with a competitor to fix or stabilize pricing, allocate customers, territories, products or markets, rig bids or collude on bid quotes, or boycott a competitor or customers.

3. LABOUR RIGHTS AND WORKING CONDITIONS

Axiata expects its Suppliers to comply with all applicable labour laws and regulations and international labour rights and principles as established by ILO in the 1998 Declaration on Fundamental Principles and Rights at work.

3.1. Forced or Involuntary Labour

Suppliers shall not use forced or involuntary labour of any type (e.g., forced, bonded, indentured or involuntary prison labour). Employment is voluntary.

3.2. Child Labour Avoidance

Suppliers shall not use child¹ labour. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardise the health or safety of young workers.

3.3. Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. The basis on which each worker is being paid is to be provided each such worker in a timely manner via pay stub or similar documentation.

3.4. Working Hours

Axiata expects its Suppliers to comply with industry norms and applicable local laws on working hour requirements as stipulated in any applicable country's governing labour laws. Suppliers shall ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Employees should be allowed at least one day off per seven-day week.

3.5. Respect and Dignity

Suppliers shall treat all employees with respect and shall not use corporal punishment, threats of violence or other forms of physical coercion or harassment.

3.6. Non-discrimination

Suppliers shall not discriminate² in its hiring and employment practices.

3.7. Freedom of Association

Suppliers shall recognise their employees' rights to join or refuse to join labour unions or associations and to bargain collectively as permitted by law. Suppliers have the right to establish favourable employment conditions and to maintain open communication and direct engagement between workers and management as a means to resolve workplace and compensation issues and promoting positive employee relations that make employees view third-party representation as unnecessary.

4. HEALTH AND SAFETY

Suppliers shall provide their employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Consistent with these obligations, Suppliers shall have trainings, certifications and implement effective programmes that include effective safety programmes³ to educate and remind their employees/workers on the fundamentals of health and safety.

Suppliers shall make available safety information on identified workplace risks and their employees is correspondingly trained to ensure they are adequately protected. Suppliers will identify and assess likely and potential emergency situations in the workplace and minimize their impact by implementing emergency plans and response procedures.

¹ The term "child" refers to any person under the age of 15 (or such other age where the law of the country dictates), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is lowest.

² Forms of discrimination may include race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability.

³ Covering areas such as: human safety, emergency preparedness, chemical, physical and biological agent exposure, ergonomics, and incident reporting and investigation.

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5. ENVIRONMENT

Suppliers shall operate in a manner that is protective of the environment. At a minimum, Suppliers shall comply with all applicable environmental laws, regulations and standards⁴. Suppliers shall also comply with any additional environmental requirements specific to the products or services being provided to Axiata as called for in design and product specifications, and contract documents. Suppliers should strive to implement management systems to meet these requirements.

6. DATA PRIVACY, CYBER-SECURITY AND ANTI-MONEY LAUNDERING

Axiata views breaches or non-compliance with laws or regulations, Axiata or Axiata group policies or contractual terms, including those pertaining to data privacy, cyber security and money laundering, seriously, and may lead to sanctions and actions being invoked against the Supplier.

Supplier shall:

- have in place and shall implement systems, policies, processes, controls and standards which safe-guard data privacy, cyber-security and prevent money laundering;
- ensure that:
 - (i) all Axiata or Axiata group data and information which Supplier possesses, controls or has access to, are safe and protected against cyber threats and security breaches, loss and corruption; and
 - (ii) all systems, software, solutions and services that it supplies to Axiata or Axiata group contain or possess the technology, features and mechanisms to protect against cyber threats and security breaches and loss and corruption of data.

Supplier shall promptly notify Axiata or the relevant Axiata group customer, as applicable, in the event of any anticipated, suspected or actual;

- (i) breach or non-compliance with laws or regulations, Axiata or Axiata group policies or contractual terms in relation to data privacy, cyber-security or anti-money laundering; and
- (ii) cyber threat to, security breach of, or loss or corruption of, Axiata or Axiata group data and information.

7. MONITORING COMPLIANCE TO THE CODE

To facilitate the monitoring of Suppliers' compliance with this Code, Axiata expects Suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation shall be accurate, up to date and complete;
- Provide Axiata's representatives with access to all relevant records and documentations, upon Axiata's request;
- Allow Axiata's representatives to conduct interviews with the Supplier's employees and management and Supplier Representatives separately;
- Allow Axiata's representatives to conduct announced and unannounced site visits of Supplier and Supplier Representatives locations; and
- Respond promptly to reasonable inquiries from Axiata's representatives in relation to the implementation of this Code.

Supplier shall have a process in place for timely correction of any deficiencies or violations identified by such an assessment.

8. REPRESENTATION

Suppliers shall provide honest, accurate and open representation of their organisation, its qualification, experience and capabilities. Suppliers shall also disclose, if requested, accurate references of previous work undertaken. Where references of previous work undertaken cannot be disclosed due to confidentiality obligations, the Supplier shall reasonably endeavour to obtain the appropriate permissions and shall at a minimum disclose such information without breaching such obligations of confidentiality.

⁴ Such standard includes chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, air emissions controls, environmental permits and environmental reporting.

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9. RAISING CONCERNS

Axiata is committed to obtaining regular inputs from stakeholders in the continued development and implementation of this Code. If a Supplier wishes to report a questionable act or possible violation of this Code, by any individual or corporate entity, in the course of Axiata's business interactions, the Supplier is encouraged to engage with their primary Axiata contact to resolve the concern. However Axiata recognises there may be times when this is not possible or appropriate. In such instances, a Supplier should write to Axiata's dedicated whistle-blowing email address at whistleblowing@axiata.com or such other addresses given on Axiata's official website. Axiata will carefully evaluate and respond to concerns received. The outcome of any investigations or any follow-up actions is confidential and will be shared as and when Axiata deems appropriate. Axiata will not tolerate any retribution or retaliation taken against any Supplier who has, in good faith and with reasonable basis sought advice or reported a questionable act or possible violation.

We expect our employees to abide by the Axiata Employee's Code of Conduct available on Axiata's official website. Accordingly, Suppliers wishing to report concerns over Axiata employee actions may also write to whistleblowing@axiata.com.

10. SANCTIONS

A Breach of the Code may result in actions being invoked against that Supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the Supplier in breach to its obligations under the Code. The range of actions available to be imposed on the Supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all Axiata subsidiaries and associate companies; or
- Immediate termination of contract, without recourse.

We, _____ hereby agree to the terms of the Axiata Supplier Code of Conduct and warrant, undertake and represent to be bound by its terms.

Authorised signatory

Name:

Designation:

Date: