

Anti-bribery, Anti-corruption and Anti-money laundering Terms and Conditions (“ABAC-AMLA Terms and Conditions”)
Effective Date: 28 July 2021

Definitions

In this ABAC-AMLA Terms and Conditions, the following expressions shall, unless the context otherwise requires, have the meanings assigned to them below:

“Agreement” means the contract between Axiata and Counterparty which incorporates by reference this ABAC-AMLA Terms and Conditions.

“Anti-Bribery” means anti-bribery, anti-corruption or anti-kickbacks.

“Anti-Bribery Laws” means Applicable Laws relating to anti-bribery, anti-corruption or anti-kickbacks, which may include the Malaysian Anti-Corruption Commission Act 2009, the U.S. Foreign Corrupt Practice Act of 1977, the United Kingdom Bribery Act of 2010 and any other Applicable Laws in any jurisdiction.

“Anti-Money Laundering” means anti-money laundering or combating financing of terrorism.

“Anti-Money Laundering Laws” means Applicable Laws relating to anti-money laundering or combating financing of terrorism, which may include the Malaysian Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and any other Applicable Laws in any jurisdiction.

“Applicable Laws” means with respect to any person or thing, supranational, national, state, provincial, municipal or local law, common law, regulation, directive, guideline, constitution, act of parliament, ordinance, treaty, convention, by-law, circular, guidance, notice, codes, rule (including the rules of any applicable stock exchange), order, injunction, judgment, decree, arbitral award, ruling, finding or other similar requirement enacted, adopted, promulgated or applied by an Authority, including any amendments, re-enactment or replacement of it, that has the force of law with respect to such person or thing in any jurisdiction.

“Authority” includes any supranational, national, state, municipal or local government, governmental, semi-governmental, intergovernmental, regulatory, judicial or quasi-judicial body, agency, department, entity or authority, stock exchange or self-regulatory organisation established under statute and shall include persons exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Axiata” means the Axiata Group entity which is party to the Agreement.

“Axiata Group” means Axiata Group Berhad and its subsidiaries.

“Control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity or other control over a person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Counterparty” means each of the entities or parties (excluding Axiata) who or which is party to the Agreement.

“Declaration” means the declaration required to be signed or agreed whether in written or electronic form by Counterparty prior to the entry into the Agreement.

“Deliverables” means the deliverables to be supplied or delivered by Counterparty under or pursuant to the Agreement.

“gratification” and “financial or other advantage” includes facilitation payments, asset, benefit, loan, employment, agreement to render services, release, discharge of any liability, money, goods, forbearance to demand money, forbearance from exercising any right or power, obtaining favourable treatment or improper commercial advantage, gifts, entertainment, favours, services or benefits, commission, discount, valuable consideration of any kind and any service or favour and “gift” is defined to include all forms of entertainment, travel and hospitalities, healthiness, donations and sponsorships.

“Politically Exposed Persons” includes any government official, any official of government departments, agencies or instrumentalities, any official or employee of public international organisations, political party official or candidate for political office, any employee of a public body, any employee of a state-owned or controlled entity, or their respective representatives or proxies.

“Work” means the services or work to be performed by Counterparty under or pursuant to the Agreement.

Interpretation and Construction

1.1 In this ABAC-AML A Terms and Conditions, unless the context otherwise requires:

- (a) words denoting the singular number include the plural and vice-versa;
- (b) words denoting a gender include every gender;
- (c) “person” and words denoting natural persons include bodies corporate and unincorporated, governments, government officials, government departments, agencies or instrumentalities, officials of government departments, agencies or instrumentalities, public international organisations, officials of public international organisations, political party, political party officials, candidates for political office, or their respective representatives or proxies;
- (d) words denoting bodies corporate or unincorporated include natural persons;
- (e) references to any legislation or law shall include any modification, amendment, re-enactment or substitution of that legislation or law and all regulations, directives, guidelines, by-laws, circulars, guidances, notices, codes, rules and statutory instruments issued under such legislation or law that has the force of law; and

(f) references to obligations in this ABAC-AML A Terms and Conditions includes representations, warranties, undertakings and indemnities in this ABAC-AML A Terms and Conditions.

1.2 A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this ABAC-AML A Terms and Conditions or any part of it.

1.3 In respect of or in connection with Anti-Bribery or Anti-Money Laundering, in the event of any conflict or inconsistency between any provision in this ABAC-AML A Terms and Conditions and any provision in any other part of the Agreement, the former shall prevail.

Undertakings

2 Counterparty shall observe and comply with all Anti-Bribery Laws and shall ensure that its directors, employees, representatives, agents and sub-contractors do not violate any Anti-Bribery Laws during the term of the Agreement.

3 Counterparty shall observe and comply with all Anti-Money Laundering Laws and shall ensure that its directors, employees, representatives, agents and sub-contractors do not violate any Anti-Money Laundering Laws during the term of the Agreement.

4 Counterparty shall not, under any circumstances and whether directly or through a third party:

(a) give, request, agree to give, promise, offer or authorise the giving, the entry into any agreement to give, promise, offer or payment of, any gratification or financial or other advantage:

- 1) to or from any person who is a director, employee or representative of any Axiata Group member or acting on its behalf; or
- 2) to or from any family member of such director, employee or representative; or
- 3) to or from any other third party;

(i) as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the Agreement or showing or forbearing to show favour or disfavour to any person in relation to the Agreement; or

(ii) with intent to obtain or retain business for Axiata or entities within Axiata's Control or obtain or retain an advantage in the conduct of business for Axiata or entities within Axiata's Control; or

(b) do or carry out any acts in furtherance of a gift, agreement to give, offer, payment, promise to pay or authorisation referred to in Clause 4(a) above.

Representations and Warranties

5 Counterparty hereby represents and warrants that:

- (1) it has not, under any circumstances and whether directly or through a third party:
 - (a) given, requested, agreed to give, promised, offered or authorised the giving, the entry into any agreement to give, promise, offer or payment of, any gratification or financial or other advantage:
 - (i) to or from any person who is a director, employee or representative of any Axiata Group member or acting on its behalf; or
 - (ii) to or from any family members of such director, employee or representative; or
 - (iii) to or from any other third party;
 - (A) as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the Agreement or showing or forbearing to show favour or disfavour to any person in relation to the Agreement; or
 - (B) with intent to obtain or retain business for Axiata or entities within Axiata's Control or obtain or retain an advantage in the conduct of business for Axiata or entities within Axiata's Control; or
- (b) done or carried out any acts in furtherance of a gift, agreement to give, offer, payment, promise to pay or authorisation referred to in Clause 5(1)(a) above;

(1A)

(i) it has not taken any action or acted in any way, in relation to the negotiation or execution of the Agreement, that may be in violation of Anti-Bribery Laws or Anti-Money Laundering Laws;

(ii) it has not, under any circumstances and whether directly or through a third party:

(a) given, requested, agreed to give, promised, offered or authorised the giving, the entry into any agreement to give, promise, offer or payment of, any gratification or financial or other advantage

- i. to or from any Politically Exposed Person; or
- ii. to or from any family members of such Politically Exposed Person

(1) as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the Agreement or showing or forbearing to show favour or disfavour to any person in relation to the Agreement; or

(2) with intent to obtain or retain business for Axiata or entities within Axiata's Control or obtain or retain an advantage in the conduct of business for Axiata or entities within Axiata's Control; or

(b) done or carried out any acts in furtherance of a gift, agreement to give, offer, payment, promise to pay or authorisation referred to in Clause 5(1A)(ii)(a) above;

(2) at any point in time, Counterparty, the directors, controllers, agents or persons who are concerned in the management of the affairs of Counterparty, and entities within the Control of Counterparty (individually or collectively "Subject Person") has never been charged or been the subject of investigation by any regulatory agency or been debarred as a vendor or supplier to any government entity anywhere in the world in relation to any of the matters described in Clause 5(1)(a), 5(1)(b), 5(1A)(ii)(a) or 5(1A)(ii)(b);

(3) the Declaration made by Counterparty is true, accurate and complete in all material respects; and

(4) Counterparty has and will continue to have policies, processes and procedures in respect of bribery, corruption and money laundering in place and such policies, processes and procedures are consistently implemented, monitored and regularly reviewed.

Certain Obligations

6 If Counterparty:

(a) identifies or becomes aware of any credible allegation or evidence indicating

- (i) that there exists a material weakness in any policies, processes or procedures of itself, any of its major shareholders, entities within the Control of any of its major shareholders or entities within its Control, that results, or would reasonably be expected to result in, a violation or significant risk of violation of any Anti-Bribery Laws; or
- (ii) that it, any of its major shareholders, entities within the Control of any of its major shareholders or entities within its Control has violated, is violating, or is at significant risk of violating, any Anti-Bribery Laws

(any such matter, a “Compliance Matter”); or

(b) receives notice of any deficiency at itself or any of its major shareholders, entities within the Control of any of its major shareholders or entities within its Control identified by any Authority having jurisdiction over itself or any such shareholder or entity, whether in a report of regulatory examination or otherwise and which indicates a violation, or a significant risk of violation, of any Anti-Bribery Laws (“Regulatory Deficiencies”),

Counterparty shall notify Axiata in writing of this fact as soon as possible and in any event within seven (7) days.

7 Counterparty shall, and shall procure that each of its major shareholders, entities within the Control of any of its major shareholders or entities within its Control, promptly develop appropriate responses and remedial actions with respect to any Compliance Matters or Regulatory Deficiencies and share these plans with Axiata. Axiata shall have the right to review any and all such responses and remedial actions, and Counterparty shall, and shall procure that its major shareholders, entities within the Control of any of its major shareholders or entities within its Control shall take all actions that Axiata may reasonably request to remedy any such Compliance Matters or Regulatory Deficiencies to the reasonable satisfaction of Axiata.

8 Counterparty shall:

- (a) conduct its businesses and affairs in an ethical, responsible and accountable manner; and
- (b) maintain and develop a culture of compliance and policies and procedures reasonably designed to prevent unethical or improper business practices.

Counterparty shall, and shall ensure that its directors, employees, representatives, agents and sub-contractors shall, at all times, act in accordance with the highest ethical standards including in their dealings with any and all Authority.

- 9 Counterparty undertakes to Axiata that in performing its obligations under the Agreement, Counterparty shall conduct itself in a manner consistent with Axiata's Supplier Code of Conduct located at <https://www.axiata.com/our-business/suppliers> or such other website/webpage as may be determined by Axiata from time to time, which may be updated from time to time.
- 10 Counterparty shall immediately report to Axiata if there is any director, employee, representative, agent or sub-contractor of any Axiata Group member asking for, receiving or attempting to obtain gratification or financial or other advantage for themselves or for others, with reasonable evidence to Axiata's speak up channels which can be accessed through:
 - Website: <https://wrs.expolink.co.uk/axiata>; or
 - Phone: Call free to local services number 007 803 0114626; or
 - Mobile app: download "Speaking Up by Expolink",or such other channels as may be determined by Axiata from time to time.

Counterparty's personnel and third parties

- 11 Counterparty shall be fully responsible for the acts, omissions, defaults and neglect of its directors, employees, representatives, agents and sub-contractors regardless of whether Counterparty has knowledge of the same.
- 12 Counterparty shall not allow any third party to carry out any part of the obligations under the Agreement without Axiata's prior written consent. Notwithstanding the appointment of such third party, Counterparty shall remain fully liable to Axiata for the performance of the Work and supply of the Deliverables and shall be fully responsible for the acts, omissions, defaults and neglects of such third party.

Maintaining records

- 13.1 Counterparty must keep accurate and complete records and supporting documentation in relation to the performance of the Agreement, both in hard copy and soft copy, to:
 - demonstrate that it is in compliance with the Agreement and all Applicable Laws relating to the performance of the Work and supply of the Deliverables and all Anti-Bribery Laws and Anti-Money Laundering Laws; and
 - enable Axiata to verify the accuracy of such records.

13.2 Counterparty must preserve the records and supporting documentation referred to in Clause 13.1 for a minimum period of seven (7) years from the date of transaction, unless the Applicable Laws prescribe a period longer than 7 years, in which case the longer period shall be applicable.

14 Audit, Inspection and Access

1. Upon Axiata's written request, Counterparty shall allow Axiata (or its representative or nominee) or any Authority to audit, inspect and access the relevant offices, premises, properties, facilities, books, records, correspondence, accounts, supporting documentation, officers, employees, representatives and agents (including those of its sub-contractors), and, to the extent Counterparty is able to do so, its independent auditors for the purpose of investigating, verifying or a combination of both:
 - a. any Compliance Matter or Regulatory Deficiency and Counterparty's development and implementation of appropriate responses to, and remediation of, such Compliance Matter or Regulatory Deficiencies;
 - b. whether Counterparty is complying with all Applicable Laws relating to the performance of the Work or supply of the Deliverables and Anti-Bribery Laws and Anti-Money Laundering Laws; and
 - c. whether Counterparty is complying with the Agreement.

The audit, inspection and access by Axiata (or its representative or nominee) referred to in this Clause 14 may be conducted once every six (6) months as well as at any other time or times where there are reasonable grounds for Axiata to believe that there exists any Compliance Matter or Regulatory Deficiency or non-compliance with any Applicable Laws relating to the performance of the Work or supply of the Deliverables, and/or Anti-Bribery Laws and/or Anti-Money Laundering Laws, during the term of the Agreement and for two (2) years after the expiry or termination of the Agreement.

The audit, inspection and access by any Authority referred to in this Clause 14 may be conducted at any time and from time to time as required by such Authority, during and after the term of the Agreement. Where permitted by the law, Counterparty shall provide seven (7) days prior written notice to Axiata with respect to such audit and inspection.

2. Counterparty shall, at its own cost, provide Axiata (or its representative or nominee) or such Authority all reasonable assistance requested by Axiata (or its representative or nominee) or such Authority in connection with an inspection or audit including but not limited to facilities, resources, equipment and soft and hard data. Counterparty shall ensure that its directors, employees, representatives, sub-contractors and agents provide full cooperation and access to all relevant information in any such audit or investigation. Axiata, its representative or nominee and such Authority shall be entitled to make and retain copies of records and supporting documentation.

3. Counterparty shall at all times operate a system of accounting in relation to, and maintain complete, detailed and accurate records and supporting documents for,:
 - a. compliance with all Applicable Laws relating to the performance of the Work or supply of the Deliverables and all Anti-Bribery Laws and Anti-Money Laundering Laws;
 - b. the resources used by Counterparty in performing its obligations under the Agreement;
 - c. the unit amounts invoiced to Axiata under the Agreement;
 - d. expenditure, transactions or disbursement concerning the fees relating to the Work or Deliverables and all dealings and transactions in relation to its business and activities;
 - e. practices, procedures, systems and general controls relating to the Deliverables (including security);
 - f. procurement and supply chain practices and activities of Counterparty in relation to the Agreement;
 - g. any Authority's requests in relation to the Agreement; and
 - h. any other reasonable purpose as determined by Axiata from time to time.
 4. All such records and supporting documents shall be maintained by Counterparty in accordance with the generally accepted accounting methodology. Counterparty shall retain all such records and supporting documents for a minimum period of seven (7) years from the date of transaction, subject to Applicable Laws which makes it mandatory to preserve such records or supporting documents for a longer period.
 5. Axiata shall bear its own costs and expenses of the audit carried out by Axiata (or its representative or nominee) under this Clause 14 unless Counterparty fails to perform any of its obligations in accordance with the Agreement or there is a discrepancy in the expenditure, transactions or disbursement of the fees relating to the Work or Deliverables in which case Counterparty shall then bear the costs and expenses associated with the audit. Counterparty shall bear its own costs and expenses of any audit carried out by any Authority under this Clause 14.
 6. This Clause 14 shall survive the expiry or termination of the Agreement.
- 15 (A) Nothing in Clause 14 shall require Counterparty to disclose any information to Axiata (or its representative or nominee) if such disclosure would violate any applicable law; and
- (B) if Counterparty fails to provide such access or such information in reliance on Clause 15(A) above, Counterparty shall:
- (1) promptly (and in any event within three (3) days) provide a written notice to Axiata stating that it is withholding such access or such information and stating the detailed justification therefor; and

(2) use best endeavours to provide such access or information in a way that would not violate such law.

16 Indemnity

Counterparty shall on demand defend and indemnify Axiata, other members of Axiata Group and their respective directors, employees, representatives and agents (collectively “**Indemnified Persons**”) against all claims, demands, actions, proceedings, costs, expenses, losses, damages and liabilities howsoever incurred, suffered, paid or payable by the Indemnified Persons (including legal costs on a solicitor client basis and fines and penalties) in respect of any breach or breaches of any obligation or obligations in this ABAC-AML A Terms and Conditions. In the course of defending any claims, demands, actions or proceedings against any Indemnified Person, Counterparty shall not make any settlement, compromise, admission or waiver of any defences available in respect of any such claims, demands, actions or proceedings.

This Clause 16 shall survive the expiry or termination of the Agreement.

Termination

17 Axiata may terminate the Agreement by giving written notice to Counterparty (“Notice”):

- i. with immediate effect, if Counterparty commits any breach of any obligation or obligations in this ABAC-AML A Terms and Conditions or Axiata has reasonable belief that this may occur;
- ii. with immediate effect, if Axiata receives a notice from Counterparty pursuant to Clause 6 or Clause 19(1) or Axiata has reasonable belief that this may occur;
- iii. with effect from fourteen (14) days after the date of the Notice, if there is a change of Control of Counterparty;
- iv. with effect from fourteen (14) days after the date of the Notice, if there is a merger of Counterparty or any of its assets or businesses;
- v. with immediate effect, if the Declaration is found by Axiata to be false, incomplete or misleading.

18 Step In Rights

18.1 If:

- a. Axiata receives a notice from Counterparty pursuant to Clause 6; or
- b. Axiata has reasonable cause to suspect or believe that Counterparty has committed any breach of any obligation or obligations in this ABAC-AML A Terms and Conditions,

Axiata may, without limiting any other rights or remedies it may have, step in and manage the provision of Deliverables under the Agreement, in whole or part, by itself, through a third party or a combination of itself and the third party. All costs and expense incurred by Axiata under this Clause 18 shall be borne in full by Counterparty.

18.2 In the event that Axiata elects to exercise its rights under Clause 18.1, Counterparty shall provide:

- a. Access to, and all relevant rights to use, the facilities, systems, materials, intellectual property rights of Counterparty; and
- b. Access to all premises in relation to which the Work is performed or Deliverables are provided,

at no charge to Axiata.

Without prejudice to any rights and remedies Counterparty may have, Counterparty shall not be entitled to receive or invoice the charges related to such work performed or deliverables provided by Axiata, its personnel or any third party appointed by Axiata. All costs and expenses incurred by Counterparty in providing the facilities, systems, materials, intellectual property rights and assistance to Axiata for such step in pursuant to this Clause 18 shall be borne by Counterparty.

19 Conflict

1. Counterparty shall declare to Axiata all work or relationships that may give rise to conflicts of interest between itself and Axiata and other members of Axiata Group which will materially affect directly or indirectly Counterparty's ability to perform the Work or supply the Deliverables.
2. Subject to any restrictions imposed by law or confidentiality obligations, Counterparty shall declare the existence of any pending or ongoing litigation against Counterparty which will materially affect its ability to perform the Work or supply the Deliverables under the Agreement.

20 Variations

Notwithstanding any other provision in the Agreement, Axiata may vary (including add to) this ABAC-AML A Terms and Conditions at any time or from time to time without any notice to Counterparty. The latest version of the ABAC-AML A Terms and Conditions: (a) will be published on <https://www.axiata.com/our-business/corporate-governance> (or such other website/webpage as may be determined by Axiata from time to time); and (b) shall supersede the immediately preceding version of the ABAC-AML A Terms and Conditions and be binding on Counterparty with effect from the date stated as the Effective Date set out at the top of the ABAC-AML A Terms and Conditions. In the event of any conflict or inconsistency between this Clause 20 and any provision in any other part of the Agreement, the former shall prevail.