

PROVISIONS ON ANTI-BRIBERY AND ANTI-CORRUPTION

(Last updated on 01 September 2021)

The provisions on anti-bribery and anti-corruption ("**ABAC Clauses**") apply to all suppliers and customers of Smart Axiata Co., Ltd. ("**Smart**"). These ABAC Clauses shall supplement the Anti-Bribery and Anti-Corruption Policy and form an integral part of your agreement with Smart. No provisions of the ABAC Clauses shall be waived except in writing and signed by you and Smart.

1. DEFINITIONS.

For purposes hereof, the following terms shall have the respective meanings provided below:

"Anti-Bribery Laws" means all applicable laws relating to anti-bribery, anti-corruption or anti-kickbacks, which may include the Cambodian Law on Anti-Corruption 2010, 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 Laws" means all applicable laws relating to anti-money laundering or combating financing of terrorism, which may include the Cambodian Law on Anti-Money Laundering and Anti-Terrorism Financing 2020, 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, any 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, that has the force of law with respect to such person or thing in any relevant jurisdiction.

"Authority" includes any supranational, national, state, municipal or local government, governmental, semi-governmental, intergovernmental or judicial body, agency, department, entity or authority, stock exchange or self-regulatory organization established under statute.

"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, whether through the ownership of voting securities, by contract or otherwise.

"Declaration" means the declaration required to be signed or agreed whether in written or electronic form by you prior to entry into this Agreement.

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

"Personnel" means directors, officers, employees, agents, representatives of the relevant Party.

"Politically Exposed Persons" includes any government official, any official of government departments, agencies or instrumentalities, any official or employee of public international organizations, 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.

2. COMPLIANCE UNDERTAKINGS

- 2.1. You shall observe and comply with all Anti-Bribery Laws and shall ensure that your Personnel does not violate any Anti-Bribery Laws during the term of the agreement.
- 2.2. You shall observe and comply with all Anti-Money Laundering Laws and shall ensure that your Personnel does not violate any Anti-Money Laundering Laws during the term of the agreement.
- 2.3. You shall not, under any circumstances and whether directly or through a third party give, request, agree to give, promise, offer or authorize the giving, the entry into any agreement to give, promise, offer or payment of, any gratification or financial or other advantage:
 - a) to or from any person who is a Personnel of any Axiata Group members or acting on its behalf;
 - b) to or from any family member of such Personnel;
 - c) to or from any other third party;

- d) as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to this Agreement or showing or forbearing to show favor or disfavor to any person in relation to this agreement; or
- e) do or carry out any acts in furtherance of a gift, agreement to give, offer, payment, promise to pay or authorization referred to in this clause.

3. COMPLIANCE REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant that:

- (a) you have not, under any circumstances and whether directly or through a third party:
 - (1) given, requested, agreed to give, promised, offered or authorized the giving, the entry into any agreement to give, promise, offer or payment of, any gratification or financial or other advantage, to or from any Personnel of any Axiata Group members or acting on its behalf; or
 - (2) to or from any family members of such Personnel; or
 - (3) to or from any other third party;
 - as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to this Agreement or showing or forbearing to show favor or disfavor to any person in relation to this Agreement; or
 - (4) done or carried out any acts in furtherance of a gift, agreement to give, offer, payment, promise to pay or authorization referred in this clause;
- (b) you have not taken any action or acted in any way, that may be in violation of Anti-Bribery Laws or Anti-Money Laundering Laws;
- (c) you have not, under any circumstances and whether directly or through a third party:
 - (1) given, requested, agreed to give, promised, offered or authorized the giving, the entry into any agreement to give, promise, offer or payment of, any gratification or financial or other advantage:
 - a) to or from any Politically Exposed Person; or
 - b) to or from any family members of such Politically Exposed Person;
 - as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to this Agreement or showing or forbearing to show favor or disfavor to any person in relation to this Agreement; or
 - (2) done or carried out any acts in furtherance of a gift, agreement to give, offer, payment, promise to pay or authorization referred to in this clause;
- (d) at any point in time, you and/or your Personnel who are concerned in the management of your affairs, and entities within your control (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 this clause;
- (e) the Declaration made by you is true, accurate and complete in all material respects; and
- (f) you have 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.

4. COMPLIANCE OBLIGATIONS

4.1. If you:

- (a) identify or become aware of any credible allegation or evidence indicating (i) that there exists a material weakness in any policies, processes or procedures, any of your major shareholders, entities within the control of any of your major shareholders or entities within your 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 you, any of your major shareholders, entities within the control of any of your major shareholders or entities within your control has violated, is violating, or is at significant risk of violating, any Anti-Bribery Laws (any such matter, a "**Compliance Matter**"); or
- (b) receive notice of any deficiency at yourself or any of your major shareholders, entities within the control of any of your major shareholders or entities within your control identified by any Authority having jurisdiction over yourself 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**"),

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

- 4.2. You shall, and shall procure that any of your major shareholders, entities within your control or any of your major shareholders or entities within your control, promptly develop appropriate responses and remedial actions with respect to any Compliance Matters or Regulatory Deficiencies and share these plans with Smart. Smart shall have the right to review any and all such responses and remedial actions, and you shall, and shall procure that your major shareholders, entities within the control of any of your major shareholders or entities within your control shall take all actions that Smart may reasonably request to remedy any such Compliance Matters or Regulatory Deficiencies to the reasonable satisfaction of Smart.
- 4.3. You shall:
 - (a) conduct your 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.
- 4.4. You shall, and shall ensure that your Personnel and permitted or authorized sub-contractors shall, at all times, act in accordance with the highest ethical standards including in your dealings with any and all Authority.
- 4.5. You undertake to Smart that in performing your obligations under this Agreement, you shall conduct yourself in a manner consistent with Smart's Supplier Code of Conduct.
- 4.6. You shall immediately report to Smart if there is any Personnel or sub-contractor of any Axiata Group members asking for, receiving or attempting to obtain gratification or financial or other advantage for themselves or for others, with reasonable evidence to Smart's speak up channels which may be updated from time to time and can be accessed through <https://axiatagroup.integrityline.com/>

5. STEP-IN RIGHTS

- 5.1. If:
 - (a) Smart receives a notice from You pursuant to Clause 4 above; or
 - (b) Smart has reasonable cause to suspect or believe that you have committed any breach of Clause on *the representations, warranties, undertakings or obligations dealing with anti-bribery, anti-corruption or anti-kickbacks*, Smart may, without limiting any other rights or remedies it may have, step in and manage the provision of deliverables under this 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 Smart under this clause shall be borne in full by you.
- 5.2. In the event that Smart elects to exercise its rights under this clause, you shall provide:
 - (a) access to, and all relevant rights to use, the facilities, systems, materials, intellectual property rights of you; and
 - (b) access to all premises in relation to which the services are provided, at no charge to Smart. Without prejudice to any rights and remedies you may have, you shall not be entitled to receive or invoice the fee related to such services provided or performed by Smart, its Personnel or any third party appointed by Smart. All costs and expenses incurred by You in providing the facilities, systems, materials, intellectual property rights and assistance to you for such step in pursuant to this clause shall be borne by you.

6. YOUR PERSONNEL AND THIRD PARTIES

- 6.1. You shall be fully responsible for the acts, omissions, defaults and neglect of your Personnel and permitted subcontractors regardless of whether you has knowledge of the same.
- 6.2. You shall not allow any third party to carry out any part of the obligations under this Agreement without Smart's prior written consent. Notwithstanding the appointment of such third party, you shall remain fully liable to Smart for the supply and performance of the obligations and shall be fully responsible for the acts, omissions, defaults and neglects of such third party.

7. MAINTAINING RECORDS

- 7.1. You must keep accurate and complete records and supporting documentation, both in hard copy and soft copy, to:
 - (a) demonstrate that it is in compliance with this Agreement and all applicable laws relating to the supply or performance of your obligations and/or anti-bribery, anti-corruption and/or anti-kickbacks; and
 - (b) enable Smart to verify the accuracy of such records.

- 7.2. You must preserve the records and supporting documentation referred to in this clause for a minimum period of seven (7) years from the date of transaction, unless the applicable laws prescribe a period longer than seven (7) years, in which case the longer period shall be applicable.
- 8. AUDIT, INSPECTION AND ACCESS**
- 8.1. Upon Smart's written request, you shall allow Smart (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 and the Personnel, and, to the extent you are able to do so, your independent auditors for the purpose of investigating, verifying or a combination of both:
- (a) any Compliance Matter or Regulatory Deficiency and your development and implementation of appropriate responses to, and remediation of, such Compliance Matter or Regulatory Deficiencies;
 - (b) whether you are complying with all applicable laws relating to the supply or performance of your obligations, anti-bribery, anti-corruption and anti-kickbacks; and
 - (c) whether you are complying with this Agreement.
- 8.2. The audit, inspection and access by Smart (or its representative or nominee) referred to in this clause may be conducted once every six (6) months as well as at any other time or times where there are reasonable grounds for Smart to believe that there exists any Compliance Matter or Regulatory Deficiency or non-compliance with any applicable laws relating to the supply or performance of your obligations, anti-bribery, anti-corruption and anti-kickbacks, during the term of the agreement and for two (2) years after the expiry or termination of this Agreement.
- 8.3. The audit, inspection and access by any Authority referred to in this clause may be conducted at any time and from time to time as required by such Authority, during and after the term of the agreement.
- 8.4. You shall, at your own cost, provide Smart (or its representative or nominee) or such Authority all reasonable assistance requested by Smart (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. You shall ensure that your Personnel provide full cooperation and access to all relevant information in any such audit or investigation. Smart, its representative or nominee and such Authority shall be entitled to make and retain copies of records and supporting documentation.
- 8.5. You 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 supply or performance of your obligations and/or all applicable laws relating to anti-bribery, anti-corruption and/or anti-kickbacks;
 - (b) the resources used by you in performing your obligations under the agreement;
 - (c) expenditure, transactions or disbursement concerning the fee relating to the performance of your obligations and all dealings and transactions in relation to your business and activities;
 - (d) practices, procedures, systems and general controls relating to the deliverables under the agreement (including security);
 - (e) procurement and supply chain practices and activities of your in relation to this agreement;
 - (f) any Authority's requests in relation to this agreement; and
 - (g) any other reasonable purpose as determined by Smart from time to time.
- 8.6. All such records and supporting documents shall be maintained by you in accordance with the generally accepted accounting methodology. You 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.
- 8.7. Smart shall bear your own costs and expenses of the audit carried out by Smart (or your representative or nominee) under this clause unless you fail to perform any of your obligations in accordance with the agreement or there is a discrepancy in the expenditure, transactions or disbursement of the fee relating to the performance of your obligations in which case you shall then bear the costs and expenses associated with the audit. You shall bear your own costs and expenses of any audit carried out by any Authority under this clause (Audit, Inspection and Access).
- 8.8. This clause shall survive the expiry or termination of this agreement.
- 8.9. Nothing in this clause shall require you to disclose any information to Smart (or its representative or nominee) if such disclosure would violate any applicable law; and if you fails to provide such access or such information in reliance on this clause, You shall:
- (a) promptly (and in any event within three (3) days) provide a written notice to Smart stating that it is withholding such access or such information and stating the detailed justification therefor; and

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

9. CONFLICT

- 9.1. You shall declare to Smart all work or relationships that may give rise to conflicts of interest between yourself and Smart and other members of Axiata Group which will materially affect directly or indirectly your ability to supply or perform your obligations.
- 9.2. Subject to any restrictions imposed by law or confidentiality obligations, you shall declare the existence of any pending or ongoing litigation against you which will materially affect your ability to supply or perform your obligations under this agreement.

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