

APPENDIX 8

(CODE OF CONDUCT)

INTRODUCTION

edotco is strongly committed to observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct has been prepared to provide a clear statement of edotco's expectation from its suppliers in all procurement dealings and ensure that internationally recognised procurement standards are followed. Transparency and accountability should be strictly adhered to in all procurement activities. This Code of Conduct establishes the standards required for conducting business with edotco. 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 edotco'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 each supplier's compliance.

AGREEMENT

By signing below, you ("**Supplier**") agree to conduct your business in conformity with this Code of Conduct, ensure that all of your personnel, officers, directors, agents, representatives, contractors, and any other entities acting on your behalf are aware of the principles and requirements of this Code of Conduct. You will provide appropriate training and guidelines to ensure compliance by all of your personnel, officers, directors, agents, representatives, contractors, and any other entities acting on your behalf, with this Code of Conduct.

- 1. Laws, Including Regulations and Other Legal Requirements:** Supplier shall comply with all applicable laws and regulations in all locations and jurisdiction where they conduct business. Supplier shall respect internationally recognised human rights, including those expressed in the United Nations International Bill of Human Rights¹. Supplier shall conduct its business consistently with the United Nations Guiding Principles on Business and Human Rights². Supplier shall respect internationally recognised rights and principles as set out in the International Labour Organisation's Core Conventions³ and Declaration on Fundamental Principles and Rights at Work⁴.
- 2. Policy on Corruption and Position on Conflict of Interest:** Supplier shall conduct its business in accordance with the highest ethical standards including complying with applicable laws on bribery, corruption and fraud. Supplier shall maintain an effective program designed to ensure compliance with applicable anti-corruption laws and regulations. Supplier shall never offer to any person, including edotco employees, their families or nominees, any regulators or authorities a bribe, kickback or consideration of any kind 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 performance of the supply or forbearing to show favour or disfavour to any person or engage in unethical or unacceptable business practices in order to obtain or maintain edotco's business. Supplier must report to edotco if any edotco employee or business associate, regulator or authority requests any such incentive or payment. During a bid or evaluation process, Suppliers should not entertain edotco employees, edotco business associates, regulators and authorities involved in the bid or evaluation of the bid, or their families, by for example, providing hospitality to special events or other functions. Any gifts given or received shall be in compliance with the law and shall not violate edotco's policies. It is understandable that the giving of promotional items of nominal value are part of normal business practice but please note that it is edotco's policy that employees declare any gifts received.

¹ The Universal Declaration of Human Rights (1948), the International Covenant on Civil and Political Rights (1966) and its two Optional Protocols, and the International Covenant on Economic, Social and Cultural Rights (1966).

² HR/PUB/11/04 (2011), http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

³ Freedom of Association and Protection of the Right to Organise Convention, 1948 (No.87); Right to Organise and Collective Bargaining Convention, 1949 (No. 98); Forced Labour Convention, 1930 (No. 29); Abolition of Forced Labour Convention, 1957 (No. 105); Minimum Age Convention, 1973 (No. 138); Worst Forms of Child Labour Convention, 1999 (No. 182); Equal Remuneration Convention, 1951 (No. 100); Discrimination (Employment And Occupation) Convention, 1958 (No. 111).

⁴ 1998 Declaration on Fundamental Principles and Rights at work

3. **Forced or Involuntary Labour:** Supplier shall not use forced or involuntary labour of any type (e.g., forced, bonded, indentured or involuntary prison labour). Employment of all personnel must be voluntary. Supplier shall provide all personnel to be employed with a written employment contract defining the terms and conditions of employment in a language understandable by the personnel, prior to commencement of employment. Supplier shall at all times have a written policy prohibiting the use of forced or involuntary labour and shall ensure the effective implementation within its organisation).

4. **Child Labour Avoidance:** Supplier shall not employ or use child labour.

A child means any person under 15 years of age, unless national laws and regulations stipulate a higher mandatory school leaving or minimum working age, in which case the higher age shall apply. “Child Labour” means any work by a child, unless it is considered acceptable under the International Labour Organization’s Minimum Age Convention 1973 (No.183).

Supplier shall ensure that no child or any other person under the age of 18 performs any hazardous work, or work that is inconsistent with such person’s personal development. In this Code of Conduct hazardous Work means, but is not limited to, work which exposes a child or other person under the age of 18 to physical, psychological or sexual abuse; work underground, underwater, at dangerous sites, in confined spaces; work with dangerous machinery, equipment and tools, or which involves the handling or transport of heavy loads; work in an unhealthy environment (including exposure to hazardous substances, agents or processes, temperatures, noise levels or vibrations potentially damaging to health); work under particularly difficult conditions such as work for long hours or at night or where the child or the person under the age of 18 is unreasonably confined to the premises of Supplier.

If Supplier discovers a child employed, or that any child labour is used, by or on its behalf, Supplier shall take appropriate steps to address the situation immediately and the best interests of the child shall be the primary consideration.

Supplier shall at all times have a written policy that clearly states the minimum age for workers, and other requirements of this Code of Conduct and Supplier shall ensure the policy’s effective implementation within its organisation. In particular, Supplier shall establish and implement appropriate systems to ensure that Supplier shall not employ or use child labour as set out in this Code of Conduct.

The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported.

5. **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.

6. **Working Hours:** Supplier shall comply with industry norms and applicable local laws on working hour requirements as stipulated in any applicable country’s governing labour laws. Supplier 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.

7. **Respect and Dignity:** Supplier shall treat all employees with respect and shall not use corporal punishment, threats of violence or other forms of physical coercion or harassment.

8. **Non-discrimination:** Supplier shall not discriminate in its hiring and employment practices on grounds of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability.

9. **Freedom of Association:** Supplier shall recognise its employees' rights to join or refuse to join labour unions or associations and to bargain collectively as permitted by law. Supplier shall establish favourable employment conditions and maintain open communication and direct engagement between workers and management as a means to resolve workplace and compensation issues and promote positive employee relations that make employees view third-party representation as unnecessary.
10. **Health and Safety:** Supplier shall provide its employees with a safe and healthy workplace in compliance with all applicable laws and regulations and ISO 45001. Consistent with these obligations, Supplier shall have and implement effective programmes that include effective safety programmes covering such areas as: human safety, emergency preparedness, chemical, physical and biological agent exposure, ergonomics, and incident reporting and investigation.
11. **Protection of the Environment:** Supplier shall operate in a manner that is protective of the environment. At a minimum, Supplier shall comply with all applicable environmental laws, regulations and standards, such as requirements regarding chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, air emissions controls, environmental permits and environmental reporting. Supplier shall also comply with any additional environmental requirements specific to the products or services being provided to edotco as called for in design and product specifications, and contract documents. Supplier shall implement management systems to meet these requirements.
12. **Conflict Minerals and Unsustainable Mined Materials:** To the extent applicable to Supplier's operations, Supplier shall have a written policy and procedure in place to avoid knowingly acquiring conflict minerals or unsustainable mined minerals produced at high environmental and social costs.
13. **Privacy, Freedom of Expression and Data Protection:** Supplier shall appropriately recognise and respect privacy and freedom of expression within the Supplier's operations. Supplier shall use due skill, care and diligence to implement adequate and documented security controls and take necessary precautions to protect any data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. All edotco's corporate, customer, business partner and employee personal information, may it be in physical or digital form, are strictly private and confidential. Confidentiality is critical to protecting the integrity of our information assets, competitive advantage and regulatory compliance.
- edotco expects Suppliers to:
- a. process the data in accordance to edotco's instructions, and its contractual obligations and at all times according to the local data protection laws and regulations;
 - b. implement appropriate governance, physical, technical and organizational measures to ensure a level of security in line with the risk that the processing represents;
 - c. conduct the engagement with integrity and maintain within the cost and time boundaries;
 - d. be vigilant on risks and work within the limits of authority of the engagement without exposing Axiata to undue risks; and
 - e. ensure that its employees and subcontractors receive appropriate training, and have committed themselves to an obligation of data privacy and cyber security.
 - f. ensure any assets and systems they have been granted access to are protected from abuse and malware and to ensure and maintain a high level of confidentiality, integrity and availability.
 - g. promptly notified edotco on all weaknesses in cybersecurity discovered.
 - h. shall not by action or inaction allow the systems and applications in edotco be made vulnerable.
 - i. comply with all applicable policies and standards while working on site at edotco premises.

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

Supplier shall promptly notify edotco, in the event of any anticipated, suspected or actual;

- a. breach or non-compliance with laws or regulations, edotco policies or contractual terms in relation to data privacy or data security and
- b. cyber threat to, security breach of, or loss or corruption of, edotco's data and information.

14. **Competition:** Supplier shall always meet competitors in an honest and professional manner. Supplier shall not cause or be part of any breach of applicable competition laws and regulations, such as illegal cooperation on pricing and illegal market sharing.

15. **Money Laundering:** Supplier shall be firmly opposed to all forms of money laundering and shall only conduct business with partners involved in legitimate business activities with funds derived from legitimate sources. Supplier shall take reasonable steps to prevent and detect any illegal form of payments, and prevent its financial transactions from being used by others to launder money.

16. **Sanctions:** Supplier shall take reasonable steps to ensure that no entity or person subject to United Nations⁵, European Union⁶ or other applicable sanctions laws and regulations is involved in or unlawfully benefits from Supplier's operations, including its supply chain, and to prevent involvement in any transaction prohibited by applicable sanctions laws and regulations.

17. **Applicability of the Code of Conduct:** This Code of Conduct shall apply to Supplier and all Sub-Suppliers and their respective personnel, officers, directors, agents, representatives, contractors, and any other entities acting on behalf of Suppliers or any Sub-Supplier. Supplier shall, and shall ensure that each Sub-Supplier shall, make this Code of Conduct and other relevant information available to their respective personnel, officers, directors, agents, representatives, contractors, and any other entities acting on behalf their behalf in the native language(s) of the such person. This Code of Conduct shall remain in force and Supplier shall continue to be bound by all of the terms herein for as long as edotco has any agreements or other contractual arrangements in force and effect with Supplier, whether entered into prior to or after the signature of this Code of Conduct.

18. **Monitoring compliance to the Code of Conduct:** To facilitate the monitoring of Supplier's compliance with this Code of Conduct, edotco expects Supplier to:

- (a) Develop and maintain all necessary documentation and provide appropriate training to ensure compliance with the described standards; such documentation shall be accurate, complete and include all the requirements set forth in this Code of Conduct;
- (b) monitor its business and the business of its Sub-Suppliers with respect to conformity of this Code of Conduct;
- (c) Provide edotco's representatives with access to all relevant records, upon edotco's request;
- (d) Allow edotco's representatives to conduct interviews with the Supplier's employees and management separately;
- (e) Allow edotco's representatives to conduct announced and unannounced site visits of Supplier locations; and
- (f) Respond promptly to reasonable inquiries from edotco's representatives in relation to the implementation of this Code of Conduct.

⁵ For a list of persons and entities designated as subject to United Nations sanctions, see <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>

⁶ For a list of persons and entities designated as subject to European Union sanctions, see https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions

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19. **Sub-Suppliers:** Supplier shall incorporate the requirements of this Code of Conduct in any agreement the Supplier has or enters into with its suppliers (including its contractor's, service providers and business partners) in the supply chain (“**Sub-Suppliers**”). In respect of a Sub-Supplier, if edotco reasonably requests, Supplier shall provide edotco a copy of a signed agreement with such Sub-Supplier. If any Sub-Supplier acts in a way that would represent a material breach of this Code of Conduct, Supplier shall, with respect to the provision of products and/or services to edotco, and if requested by edotco (acting reasonably), promptly and at no additional cost to edotco, replace the relevant Sub-Supplier with another supplier who can demonstrate that it conducts its business in conformity with this Code of Conduct.
20. **Representation:** Supplier shall provide honest, accurate and open representation of its organisation, its qualification, experience and capabilities. Supplier shall also disclose, if requested, accurate references of previous work undertaken. Where references of previous work undertaken cannot be disclosed due to confidentiality obligations, Supplier shall reasonably endeavour to obtain the appropriate permissions and shall at a minimum disclose such information without breaching such obligations of confidentiality.
21. **Raising Concerns:** If Supplier wishes to report a questionable act or possible violation of this Code of Conduct, Supplier is encouraged to engage with their primary edotco contact to resolve the concern; however, edotco recognises there may be times when this is not possible or appropriate. In such instances, Supplier should use edotco's secure Speak Up channel at <https://axiatagroup.integrityline.com> edotco 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 edotco deems appropriate. edotco will not tolerate any retribution or retaliation taken against any supplier that has, in good faith and with reasonable basis sought advice or reported a questionable act or possible violation. For further information on Whistleblowing/Speaking Up and the official Speak Up channel, please refer to edotco Group's Whistleblowing/Speaking Up Policy and Procedures at https://edotcogroup.com/wp-content/uploads/2021/09/Whistleblowing_Policy_Procedures.pdf
22. **Enforcement:** edotco shall, and shall require each of its Suppliers and Sub-Suppliers to, ensure that edotco, any Supplier, Sub-Supplier or customer receiving services from edotco shall have the right to enforce compliance with this Code of Conduct in any agreement between (a) edotco and Supplier and any Sub-Supplier, (b) Supplier and any Sub-Supplier and (c) any other contractual arrangements in each other supplier tier in the supply chain. Supplier shall incorporate this right in all agreements between Supplier and any Sub-Supplier and any other contractual arrangements within the supply chain. In the event Supplier becomes aware of any non-compliance of this Code of Conduct by any of its personnel, agents, representatives or Sub-Suppliers, the Supplier shall notify edotco without undue delay. The Supplier shall ensure the remediation of any non-conformity with this Code of Conduct by the Supplier or any Sub-Supplier, or their respective personnel, officers, directors, agents, representatives, contractors, and any other entities acting on behalf of the Supplier at no cost to edotco. The Supplier shall have due regard for the views of edotco on how such non-conformity shall be addressed in an improvement plan, including established milestones for remedial actions, acceptable to edotco (acting reasonably).
23. **Governing law and Arbitrations:** This Code of Conduct shall be governed by the laws of Malaysia. Any dispute, controversy or claim arising out or in connection with this Code of Conduct, or the breach, termination or invalidity thereof, shall, except for any action or proceeding seeking a temporary restraining order or injunction relating to this Code of Conduct, be exclusively and finally settled by arbitration in accordance with the applicable rules of the Asian International Arbitration Centre (“**AIAC**”) by a sole Arbitrator mutually appointed by the Parties, or, in the case of dispute as to the appointment of the Arbitrator, appointed by the Director of AIAC. The place of the arbitration shall be Kuala Lumpur, Malaysia and the language of the proceedings shall be English.
24. **Default and Termination:** A breach or violation of the Code of Conduct 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 Supplier in remedying such breach of this Code of Conduct. If there has been a Material Breach of this Code of Conduct, edotco may engage in good faith discussions with the Supplier to seek to identify steps to be taken by the Supplier to address such Material Breach, but notwithstanding that option, edotco shall be entitled,

in its sole discretion to terminate any and/or all agreements, or if applicable, any purchase orders thereunder, in each case upon giving seven (7) calendar days written notice. Notwithstanding the foregoing, any breach of paragraphs 2, 14, 15 or 16 shall entitle edotco to terminate the agreements, or if applicable, any purchase orders thereunder with immediate effect.

For purposes of this paragraph, the term “**Material Breach**” shall include, but not be limited to the following:

- (a) any breach of paragraphs 2, 3, 4, 14, 15, 16;
- (b) Sub-Supplier arrangements; and
- (c) where material non-conformity persists and/or the Supplier or Sub-Supplier fails to take remedial actions despite written demands by edotco to do so.

The Supplier agrees that if edotco exercises the right to terminate any or all of the agreements or contractual arrangements with the Supplier due to a Material Breach of this Code of Conduct, this shall not be considered a breach on the part of edotco of any such agreements or arrangements that are terminated for this purpose and, consequently, edotco shall have no liability to the Supplier whatsoever in respect of such termination (including, without limitation, the payment of any fees) under such agreements or arrangements.

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ACCEPTANCE

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

Signed for and on behalf of **XXX** by:

Signature :
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Name :

Designation :

Date :

