

## **ANTI BRIBERY AND ANTI CORRUPTION TERMS AND CONDITIONS (“ABAC T&C”)**

Reference to “**ADA**” in this ABAC T&C shall refer to **ADA DATA AI SOLUTIONS LLC** (Company Registration No. 10071755) or any of its Affiliates (as defined below) and associated companies whom the counterparty is entering into an agreement/contract with.

References to “**Company**” in this ABAC T&C shall mean the counterparties whom ADA has entered or is entering into, an agreement/contract/any arrangement with, which may be any entity, natural person, incorporated or unincorporated bodies, departments, agencies and organisations.

In the event of any inconsistency between the provisions of the agreement/contract and this ABAC T&C, the provisions of this ABAC T&C shall prevail to the extent of such inconsistency.

This ABAC T&C shall constitute and shall be considered as an integral part of the agreement/contract made or to be made between the counterparty and ADA.

### **1. DEFINITIONS**

- 1.1 All capitalised terms in this ABAC T&C shall have the meaning assigned to them as follow. Other capitalised terms used herein and not defined in this ABAC T&C shall have the meanings set forth in the agreement/contract.

“**Affiliate**” means in relation to a party, a corporation owned or Controlled by the party or which owns or Controls the party or which is owned or Controlled by a parent corporation which also owns that party;

“**Anti-Bribery Laws**” means all Applicable Laws relating to anti-bribery, anti-corruption or anti-kickbacks, which may include the U.S. Foreign Corrupt Practices Act of 1977, the U.S. Travel Act, the Federal Bribery Statute (18 U.S.C. § 201), the Anti-Kickback Act of 1986, 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 Prevention of Money Laundering and Financing of Terrorism 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, including any amendments, re-enactment or replacement of it, 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, 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 Group"** or **"Axiata"** 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 the Company prior to the entry into any agreement/contract;

**"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 favourable treatment or improper commercial advantage, gifts, entertainment, favours, services or benefits, commission, valuable consideration of any kind and any service or favour and **"gift"** is defined to include all forms of entertainment, travel and hospitalities, donations and sponsorships;

**"Personnel"** means in relation to a party, the employees, directors, representatives, officers, agents, advisers, contractors and subcontractors of that party or of its Affiliates or associates, and the employees, directors and personnel of any such agents, advisers, contractors and subcontractors; and

**"Politically Exposed Persons"** includes any government officials, any officials 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.

## 1.2 Interpretation and Construction

In this ABAC T&C, 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) reference to a clause, annexure or schedule is a reference to a clause, annexure or schedule to this ABAC T&C;
- (e) references to any legislation or law or to any provision of legislation or law shall include any modification, amendment, re-enactment or substitution of that legislation, law or provision 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

- (g) references to obligations in this ABAC T&C includes representations, warranties, undertakings and indemnities in this ABAC T&C.

1.3 A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this ABAC T&C or any part of it.

## **2. UNDERTAKINGS**

2.1 The Company shall during and throughout the term of the agreement/contract:

- (a) observe and comply with all Anti-Bribery Laws and shall ensure that its Personnel do not violate any Anti-Bribery Laws;
- (b) observe and comply with all Anti-Money Laundering Laws and shall ensure that its Personnel do not violate any Anti-Money Laundering Laws;
- (c) not, under any circumstances and whether directly or through a third party:
  - (i) 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 members 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;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/contract or showing or forbearing to show favour or disfavour to any person in relation to the agreement/contract; or
  - (ii) 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 2.1(c)(i) above.

## **3. REPRESENTATIONS AND WARRANTIES**

3.1 The Company hereby represents and warrants that:

- (a) it has not, under any circumstances and whether directly or through a third party:
  - (i) 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:
    - (A) to or from any person who is a director, employee or representative of any Axiata Group members or acting on its behalf; or

(B) to or from any family members of such director, employee or representative; or

(C) 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 the agreement/contract or showing or forbearing to show favour or disfavour to any person in relation to the agreement/contract; or

(ii) 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 3.1(a)(i) above.

(b) (i) it has not taken any action or acted in any way, in relation to the negotiation or execution of the agreement/contract, 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:

1) to or from any Politically Exposed Person; or

2) 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 the agreement/contract or showing or forbearing to show favour or disfavour to any person in relation to the agreement/contract; 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 3.1(b)(ii)(A) above;

(c) at any point in time, the Company, its Personnel, controllers or persons who are concerned in the management of the affairs of the Company and entities within the Control of the Company (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 3.1(a) and 3.1(b) above;

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

- (e) the Company 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.

#### 4. CERTAIN OBLIGATIONS

##### 4.1 If the Company:

- (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**”),

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

- 4.2 The Company shall, and shall procure that any 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 ADA. ADA shall have the right to review any and all such responses and remedial actions, and the Company 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 ADA may reasonably request to remedy any such Compliance Matters or Regulatory Deficiencies to the reasonable satisfaction of ADA.

##### 4.3 The Company 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.

- 4.4 The Company shall, and shall ensure that its Personnel shall, at all times, act in accordance with the highest ethical standards including in their dealings with any and all Authority.
- 4.5 The Company undertakes to ADA that in performing its obligations under the agreement/contract, the Company shall conduct itself in a manner consistent with the ADA Suppliers Code of Conduct located at <https://www.axiata.com/our-business/suppliers>, which website/webpage may be updated from time to time.
- 4.6 The Company shall immediately report to ADA 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 website accessible at <https://axiatagroup.integrityline.com>, which may be updated from time to time.

## **5. MAINTAINING RECORDS**

- 5.1 The Company 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 ABAC T&C, the agreement/contract and all Applicable Laws relating to the supply or performance of the services and deliverables and/or anti-bribery, anti-corruption and/or anti-kickbacks; and
  - (b) enable ADA to verify the accuracy of such records.
- 5.2 The Company must preserve the records and supporting documentation referred to in Clause 5.1 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.

## **6. AUDIT, INSPECTION AND ACCESS**

- 6.1 Upon ADA's written request, the Company shall allow ADA (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 employees (including those of its permitted or authorised sub-contractors), and, to the extent the Company 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 the Company's development and implementation of appropriate responses to, and remediation of, such Compliance Matter or Regulatory Deficiencies;
  - (b) whether the Company is complying with all Applicable Laws relating to the supply or performance of the services/deliverables, anti-bribery, anti-corruption and anti-kickbacks; and

- (c) whether the Company is complying with the agreement/contract and this ABAC T&C.
- 6.2 The audit, inspection and access by ADA (or its representative or nominee) referred to in this Clause 6 may be conducted once every six (6) months as well as at any other time or times where there are reasonable grounds for ADA 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 the services/deliverables, anti-bribery, anti-corruption and anti-kickbacks, during the term of the agreement/contract and for two (2) years after the expiry or termination of the agreement/contract.
- 6.3 The audit, inspection and access by any Authority referred to in this Clause 6 may be conducted at any time and from time to time as required by such Authority, during and after the term of the agreement/contract.
- 6.4 The Company shall, at its own cost, provide ADA (or its representative or nominee) or such Authority all reasonable assistance requested by ADA (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. The Company 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. ADA, its representative or nominee and such Authority shall be entitled to make and retain copies of records and supporting documentation.
- 6.5 The Company 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 Law relating to the supply or performance of the services/deliverables and/or all Applicable Law relating to anti-bribery, anti-corruption and/or anti-kickbacks;
  - (b) the resources used by the Company in performing its obligations under the agreement/contract;
  - (c) the unit amounts invoiced to ADA under the agreement/contract;
  - (d) expenditure, transactions or disbursement concerning the fees relating to the services/deliverables and all dealings and transactions in relation to its business and activities;
  - (e) practises, procedures, systems and general controls relating to the deliverables under the agreement/contract (including security);
  - (f) procurement and supply chain practices and activities of the Company in relation to the agreement/contract;
  - (g) any Authority's requests in relation to the agreement/contract; and

- (h) any other reasonable purpose as determined by ADA from time to time.
- 6.6 All such records and supporting documents shall be maintained by the Company in accordance with the generally accepted accounting methodology. The Company shall retain all such records and supporting documents for a minimum period of seven (7) years from the date of transaction, subject to Applicable Law which makes it mandatory to preserve such records or supporting documents for a longer period.
- 6.7 ADA shall bear its own costs and expenses of the audit carried out by ADA (or its representative or nominee) under this Clause 6 unless the Company fails to perform any of its obligations in accordance with the agreement/contract or there is a discrepancy in the expenditure, transactions or disbursement of the fees relating to the services/deliverables in which case the Company shall then bear the costs and expenses associated with the audit. The Company shall bear its own costs and expenses of any audit carried out by any Authority under this Clause 6.
- 6.8 This Clause 6 shall survive the expiry or termination of the agreement/contract.
  - (a) Nothing in this Clause 6 shall require the Company to disclose any information to ADA (or its representative or nominee) if such disclosure would violate any Applicable Law; and
  - (b) if the Company fails to provide such access or such information in reliance on Clause 6.8(a) above, the Company shall:
    - (i) promptly (and in any event within three (3) days) provide a written notice to ADA stating that it is withholding such access or such information and stating the detailed justification therefor; and
    - (ii) use best endeavours to provide such access or information in a way that would not violate such law.

## 7. INDEMNITY

- 7.1 The Company shall on demand defend and indemnify ADA, 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 the representations, warranties, undertakings or obligations dealing with anti-bribery, anti-corruption or anti-kickbacks referred to herein. In the course of defending any claims, demands, actions or proceedings against any Indemnified Person, the Company shall not make any settlement, compromise, admission or waiver of any defences available in respect of any such claims, demands, actions or proceedings.
- 7.2 This Clause 7 shall survive the expiry or termination of the agreement/contract.



## **8. TERMINATION**

8.1 ADA may terminate the agreement/contract by giving written notice to the Company ("**Notice**"):

- (a) with immediate effect, if the Company commits any breach of representations, warranties, undertakings, indemnity or obligations dealing with anti-bribery, anti-corruption or anti-kickbacks or ADA has reasonable belief that this may occur;
- (b) with immediate effect, if ADA receives a notice from the Company pursuant to Clause 4 or Clause 10 or ADA has reasonable belief that this may occur;
- (c) with effect from 14 days after the date of the Notice, if there is a change of Control of the Company;
- (d) with effect from 14 days after the date of the Notice, if there is a merger of the Company or any of its assets or businesses;
- (e) with immediate effect, if the Declaration is found by ADA to be false, incomplete or misleading.

## **9. STEP IN RIGHTS**

9.1 If:

- (a) ADA receives a notice from the Company pursuant to Clause 4; or
- (b) ADA has reasonable cause to suspect or believe that the Company has committed any breach of the representations, warranties, undertakings or obligations dealing with anti-bribery, anti-corruption or anti-kickbacks,

ADA may, without limiting any other rights or remedies it may have, step in and manage the provision of deliverables under the agreement/contract, 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 ADA under this Clause 9 shall be borne in full by the Company.

9.2 In the event that ADA elects to exercise its rights under Clause 9.1, the Company shall provide:

- (a) access to, and all relevant rights to use, the facilities, systems, materials, intellectual property rights of the Company; and
- (b) access to all premises in relation to which the services/deliverables are provided, at no charge to ADA. Without prejudice to any rights and remedies the Company may have, the Company shall not be entitled to receive or invoice the fees/charges related to such services/deliverables provided or performed by ADA, its Personnel or any third party

appointed by ADA. All costs and expenses incurred by the Company in providing the facilities, systems, materials, intellectual property rights and assistance for such step-in pursuant to this Clause 9 shall be borne by the Company.

## **10. CONFLICT**

- 10.1 The Company shall declare to ADA all work or relationships that may give rise to conflicts of interest between itself and ADA and other members of Axiata Group which will materially affect directly or indirectly the Company's ability to supply or perform the services/deliverables.
- 10.2 Subject to any restrictions imposed by law or confidentiality obligations, the Company shall declare the existence of any pending or ongoing litigation against the Company which will materially affect its ability to supply or perform the services/deliverables under the agreement/contract.

## **11. COMPANY'S PERSONNEL AND THIRD PARTIES**

- 11.1 Company shall be fully responsible for the acts, omissions, defaults and neglect of its directors, employees, representatives, agents and permitted sub-contractors regardless of whether Company has knowledge of the same.
- 11.2 Company shall not allow any third party to carry out any part of the obligations under the agreement/contract without ADA's prior written consent. Notwithstanding the appointment of such third party, Company shall remain fully liable to ADA for the supply and performance of the services/deliverables and shall be fully responsible for the acts, omissions, defaults and neglects of such third party.

## **12. ENGLISH LANGUAGE**

- 12.1 If this ABAC T&C is made available in any language other than English, the English language version shall govern and control in the event of any conflict with any translation into any other language.