



AXIATA DIGITAL LABS

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**AXIATA DIGITAL LABS (PRIVATE) LIMITED  
ANTI-BRIBERY AND ANTI-CORRUPTION POLICY**

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## 1. Abbreviations

Abbreviation	Description
ABAC	Anti-Bribery and Anti-Corruption
AGB	Axiata Group Berhad
ADL	Axiata Digital Labs (Private) Limited
AML	Anti-Money Laundering and Counter Financing of Terrorism
Board/Directors	Board of Directors
BRCC	Board Risk and Compliance Committee
CEO	Chief Executive Officer
CSR	Corporate Social Responsibility
DC	Disciplinary/Defalcation Committee
Expolink	Expolink Europe Limited
GCEO	Group Chief Executive Officer
GCHRO	Group Chief Human Resource Officer
GCIA	Group Chief Internal Auditor
GCRCO	Group Chief Risk and Compliance Officer
GDS	Gifts, Donations and Sponsorship
HOD	Head of Department
HR	Human Resources
LoA	Limits of Authority
PEP(s)	Politically Exposed Person(s)
R&C	Risk & Compliance
SLT	Senior Leadership Team
UIEP	Uncompromising Integrity and Exceptional Performance

## 2. Definitions

**“ABAC Policy”** or **“This Policy”** is defined as this Anti-Bribery and Anti-Corruption Policy.

**“Anti-Bribery Laws”** means all Applicable Laws relating to anti-bribery, anti-corruption or anti-kickbacks, which may include the Bribery Act No. 11 of 1954 of Sri Lanka as amended, Companies Act No 7 of 2007 (Sri Lanka) as amended, 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 Prevention of Money Laundering Act No. 05 of 2006 of Sri Lanka as amended from time to time, Financial Transactions Reporting Act, No. 6 of 2006, Convention on the Suppression of Terrorist Financing Act No. 25 of 2005 as amended, the Malaysian Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and any other Applicable Laws in any jurisdiction.

**“Axiata Group”** or **“the Group”** is defined as Axiata Group Berhad and its subsidiaries and associates, owned directly or indirectly by Axiata Group Berhad as well as joint venture entities established.

**“Axiata Group Instruments”** is defined as all applicable policies and procedures, Code of Conduct and Limits of Authorities of Axiata Group.

**“ADL”** is defined as Axiata Digital Labs (Private) Limited.

**“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.

**“Board of Directors”** is defined as a corporate governing body of the organisation or entity.

**“Board members”** is defined as a group of individuals elected to represent the shareholders to act as a corporate governing body to supervise the activities of an organisation.

**“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 Contracting Party prior to the entry into any Agreement with ADL;

**“Entertainment, Corporate Hospitality”** is defined as anything of value which includes but is not limited to accommodation, travel tickets, event tickets, meals provided or hosted by a third party directly or indirectly through its representatives, agents, business associates to develop, foster or to continue a relationship.

**“Facilitation payment”** is defined as ‘speed’ or ‘grease’ payment (financial or non-financial) made directly or indirectly intending to secure or expedite the performance of a person carrying out a routine or administrative duty or function.

**“Gift”** is defined as anything of value, be it in kind or cash, that is given to or received from a third party, for example, gift vouchers, a bottle of wine, etc.

**“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.

**“Money Laundering”** is defined as a process whereby criminals attempt to hide and disguise the true origin and ownership of the proceeds from their criminal activities thereby avoiding prosecution, conviction and confiscation of the criminal funds.

**“Nepotism”** in ADL is defined as the act of influence whereby an employee seeks unfair advantage for his or her family member employed or to be employed in ADL.

**“Personnel”** is defined as all the employees and officers of ADL and Board members.

**“Politically Exposed Person (PEP)”** is defined as a person entrusted with a public or governmental function. It 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 and also the meaning enumerated in the Guidelines on Identification of Politically Exposed Persons No. 3 of 2019 (of Sri Lanka) read together with the Financial Transaction Reporting Act No 6 of 2006 as amended.

**“Stakeholders”** is defined as internal and external parties that have dealings with ADL which includes all members of the Board of Directors, heads, senior managers, managers and individuals at all levels including permanent, temporary and contract employees; and trainees or interns of ADL as well as third parties including customers, suppliers, contractors, vendors, agents, consultants, representatives, distributors, joint venture partners and other external stakeholder(s) acting for or on behalf of ADL.

**“Terrorism Funding”** is defined as a process by which terrorists fund their operations to perform terrorist acts.

**“Third parties” or “business counterparties”** is defined as ADL’s suppliers, contractors, vendors, agents, consultants, representatives, distributors, joint venture partners and other external stakeholder(s) acting for or on behalf of ADL.

**“Whistleblowing or Speak Up Channel”** is defined as the whistleblowing or speak up platform developed and maintained/operated by Expolink Europe Limited.

### **3. Interpretation and Construction**

3.1 In this Agreement, 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; and
- d) 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;

3.2 A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.

### **4. Undertakings**

4.1 The Contracting Party 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 this Agreement.

4.2 The Contracting Party 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 this Agreement.

4.3 The Contracting Party shall not, under any circumstances and whether directly or through a third party, 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:

- 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 member 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 this Agreement or showing or forbearing to show favour or disfavour to any person in relation to this Agreement; or

- d. 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 4.3 above.

## 5. Representations and Warranties

The Contracting Party 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, to or from any person who is a director, employee or representative of ADL 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 this Agreement or showing or forbearing to show favour or disfavour to any person in relation to this Agreement; or

(d) 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 this 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

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 favour or disfavour to any person in relation to this Agreement; 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;



(2) at any point in time, the Contracting Party, the directors, controllers, agents or persons who are concerned in the management of the affairs of the Contracting Party, and entities within the control of the Contracting Party (individually or collectively “Subject Person”) has never been charged or been the subject of investigation by any regulatory agency and/or Authority 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) or 5(1)(b);

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

(4) the Contracting Party 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.

## **6. Obligations**

6.1 If the Contracting Party:

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

6.2 The Contracting Party 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 ADL. ADL shall have the right to review any and all such responses and remedial actions, and the Contracting Party 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 ADL may reasonably request to remedy any such Compliance Matters or Regulatory Deficiencies to the reasonable satisfaction of ADL.

6.3 The Contracting Party 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.

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

6.4 Contracting Party undertakes to ADL that in performing its obligations under this Agreement, Contracting Party shall conduct itself in a manner consistent with ADL's Supplier Code of Conduct located at <https://www.axiatadigitalabs.com/supplier-code-of-conduct/> which website/webpage may be updated from time to time.

6.5 Contracting Party shall immediately report to ADL if there is any director, employee, representative, agent 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 ADL's speak up channels which can be accessed through:

Website: <https://wrs.expolink.co.uk/axiata>

## **7. Contracting Party's personnel and third parties**

7.1 Contracting Party shall be fully responsible for the acts, omissions, defaults and neglect of its directors, employees, representatives, agents and permitted sub-contractors regardless of whether Contracting Party has knowledge of the same.

7.2 Contracting Party shall not allow any third party to carry out any part of the obligations under this Agreement without ADL's prior written consent. Notwithstanding the appointment of such third party, Contracting Party shall remain fully liable to ADL 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.

## **8. Audit, Inspection and Access**

8.1 Upon ADL's written request, Contracting Party shall allow ADL (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 Contracting Party 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 Contracting Party's development and implementation of appropriate responses to, and remediation of, such Compliance Matter or Regulatory Deficiencies;
- b. whether Contracting Party 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 Contracting Party is complying with this Agreement.

The audit, inspection and access by ADL (or its representative or nominee) referred to in this Clause 8 may be conducted once every six (6) months as well as at any other time or times where there are reasonable grounds for ADL 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 this Agreement and for two (2) years after the expiry or termination of this Agreement.

The audit, inspection and access by any Authority referred to in this Clause 8 may be conducted at any time and from time to time as required by such Authority, during and after the term of this Agreement.

8.2 Contracting Party shall, at its own cost, provide ADL (or its representative or nominee) or such Authority all reasonable assistance requested by ADL (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. Contracting Party 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. ADL, its representative or nominee and such Authority shall be entitled to make and retain copies of records and supporting documentation.

8.3. Contracting Party 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 Contracting Party in performing its obligations under the Agreement and/or relevant Purchase Order;
- c. the unit amounts invoiced to ADL under the Agreement and/or relevant Purchase Order;
- 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. practices, procedures, systems and general controls relating to the deliverables under the Agreement and/or relevant Purchase Order (including security);
- f. procurement and supply chain practices and activities of Contracting Party in relation to this Agreement and all Purchase Orders;
- g. any Authority's requests in relation to this Agreement and/or any Purchase Order; and
- h. any other reasonable purpose as determined by ADL from time to time.

8.4 All such records and supporting documents shall be maintained by Contracting Party in accordance with the generally accepted accounting methodology. Contracting Party 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.

8.5 ADL shall bear its own costs and expenses of the audit carried out by ADL (or its representative or nominee) under this Clause 8 (Audit, Inspection and Access) unless Contracting Party fails to perform any of its obligations in accordance with the Agreement or any Purchase Order or there is a discrepancy in the expenditure, transactions or disbursement of the fees relating to the services/deliverables in which case Contracting Party shall then bear the costs and expenses associated with the audit. Contracting Party shall bear its own costs and expenses of any audit carried out by any Authority under this Clause 8 (Audit, Inspection and Access).

8.6 This Clause 8 shall survive the expiry or termination of this Agreement.

8.7 (A) Nothing in Clause 8 shall require Contracting Party to disclose any information to ADL (or its representative or nominee) if such disclosure would violate any applicable law; and

(B) if Contracting Party fails to provide such access or such information in reliance on Clause 8(A) above, Contracting Party shall:

- a. promptly (and in any event within three (3) days) provide a written notice to ADL 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. Indemnity**

9.1 Contracting Party shall on demand defend and indemnify ADL, 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 anti-bribery and anti-corruption provisions, undertakings or obligations dealing with anti-bribery, anti-corruption or anti-kickbacks. In the course of defending any claims, demands, actions or proceedings against any Indemnified Person, Contracting Party shall not make any settlement, compromise, admission or waiver of any defenses available in respect of any such claims, demands, actions or proceedings.

9.2 This Clause 9 shall survive the expiry or termination of this agreement.

## **10. Termination**

ADL may terminate this Agreement, any Purchase Orders or both by giving written notice to Contracting Party ("Notice"):

- a) with immediate effect, if Contracting Party commits any breach of representations, warranties, undertakings, indemnity or obligations dealing with anti-bribery, anti-corruption or anti-kickbacks or ADL has reasonable belief that this may occur;

- b) with immediate effect, if ADL receives a notice from Contracting Party pursuant to Clause 6 (Obligations) or Clause 2 (Definitions) under “Conflict” or ADL has reasonable belief that this may occur;
- c) with effect from fourteen (14) days after the date of the Notice, if there is a change of Control of the Contracting Party;
- d) with effect from fourteen (14) days after the date of the Notice, if there is a merger of Contracting Party or any of its assets or businesses;
- e) with immediate effect, if the Declaration is found by ADL to be false, incomplete or misleading.

## **11. Step in Rights**

### 11.1 If:

- a. ADL receives a notice from Contracting Party pursuant to Clause 6; or
- b. ADL has reasonable cause to suspect or believe that Contracting Party has committed any breach of the clause referred to in the agreement, ADL may, without limiting any other rights or remedies it may have, step in and manage the provision of deliverables under this Agreement or any Purchase Order, 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 ADL under this Clause 11 shall be borne in full by Contracting Party.

11.2 In the event that ADL elects to exercise its rights under Clause 11.1, Contracting Party shall within seven (07) days provide:

- a. Access to, and all relevant rights to use, the facilities, systems, materials, intellectual property rights of Contracting Party; and
- b. Access to all premises in relation to which the services/ deliverables are provided, at no charge to ADL. Without prejudice to any rights and remedies Contracting Party may have, Contracting Party shall not be entitled to receive or invoice the fees/charges related to such services/deliverables provided or performed by ADL, its personnel or any third party appointed by ADL. All costs and expenses incurred by Contracting Party in providing the facilities, systems, materials, intellectual property rights and assistance to Contracting Party for such step in pursuant to this Clause 11 shall be borne by Contracting Party.

## **12. Conflict**

12.1 Conflict of interest arises when an individual's objectivity is compromised or perceived to have been compromised, and there is a conflict between his/her professional duties or responsibilities at Axiata and his/her personal interest.

12.2 The Contracting Party shall declare to ADL all work or relationships that may give rise to conflicts of interest between itself and ADL and other members of the Axiata Group which will materially affect directly or indirectly The Contracting Party's ability to supply or perform the services/deliverables.

12.3 Subject to any restrictions imposed by law or confidentiality obligations, the Contracting Party shall declare the existence of any pending or ongoing litigation against the Contracting Party which will materially affect its ability to supply or perform the services/deliverables under this Agreement and/or any Purchase Order.

## **13. Non-Compliance to ABAC Policy**

13.1 Failure to comply with this Policy may subject an individual to disciplinary action, up to and including termination of employment, in accordance with Axiata Group's Disciplinary Policy.

13.2 Non-compliance to this Policy or any such violation should be escalated immediately through the available reporting channels, including the Speak Up channel. Such escalations will be investigated confidentially by the Investigations Unit of the Internal Audit Division.

13.3 Relevant ABAC provisions are included in third-party contracts, including the right to conduct audits and inspections on its third parties and business partners, as well as a clause on termination, if the partner/party fails to comply with ADL's ABAC Policy, relevant laws and regulations. If the third parties and business partners are found to have breached this ABAC Policy, or any laws or regulations, such breach may result in termination of the contract(s) and if required, be subject to legal proceedings.

13.4 ADL is committed to protect, within reason and means, anyone who reports or raises a concern in good faith, and those who participate in or conduct an investigation, from retaliation.

## **14. Facilitation Payments**

14.1 Facilitation payments are gratification or inducements to secure or expedite a routine function which one person shall be or is responsible for performing as part of his/her daily roles and

responsibilities. The payments are usually small payments paid unofficially to expedite routine administrative processes on matters such as visas, permits, licenses, and custom clearance.

14.2 Stakeholders are prohibited to directly or indirectly offer, promise, give, solicit or accept, agree to accept, or attempt to obtain anything that might be regarded as a facilitation payment in any form.

14.3 There may be certain exceptional situations or circumstances where Stakeholder(s) may have to make facilitation payments under duress or coercion, including life-threatening and actual or potential loss of life, limb and liberty situations. However, it must be immediately reported to the Group or the respective designated R&C Officers and appropriate document(s) of such incident along with the reasons must be recorded. The Group and the assigned R&C Officers shall take immediate action(s) as may be required.

## **15. Interactions with Public/Government Officials and Politically Exposed Persons (“PEPs”)**

15.1 ADL operates in an industry with regular interactions with Public/Government Officials (including regulators) and PEPs, who are in a position (actual or perceived) to make or influence decisions that have an effect or impact on its business and operations.

15.2 ADL shall never improperly influence a Public/Government Officials and PEPs to seek or retain business advantage and will make committed efforts to transact in a fair and transparent manner. A high degree of caution and diligence shall be exercised in all dealings and interactions with regulators, Public/Government Officials and PEPs.

15.3 When dealing or interacting with Public/Government Officials and PEPs, employees are required to be aware of, apprised of and adhere to ADL’s code of conduct, ABAC procedures and applicable laws, and all rules and regulations governing interactions with Public/Government Officials.

### **Who is defined as a Public/Government Official?**

15.4 The definition of Public/Government Officials will vary depending on the legal jurisdictions of the countries. However, for this Policy, a Public/Government Officials, whether domestic or foreign, shall be construed as:

- ▶ Any person who holds a legislative, executive, administrative or judicial office whether appointed or elected; and



- ▶ Any person acting in an official capacity for or on behalf of a government department or agency or instrument of a government.

### **What is the meaning of Politically Exposed Persons (“PEPs”)?**

15.5 Politically Exposed Person(s) shall be construed as individuals, who have been entrusted with prominent public functions, including but not limited to:

- ▶ Public/Government Officials;
- ▶ Political party officials such as senior officials appointed to roles in major political parties domestically or in foreign countries; and
- ▶ Any relatives or associates of a Public/Government Official or political party official, including but not limited to, spouses, parents, siblings, children and spouses’ parents, persons who are nominees or employees of a Public/Government Official or an organisation in which such Public/Government Official, his relatives or associates have a controlling interest.

### **Things to keep in mind while interacting with Public/Government Officials and PEPs**

15.6 All Stakeholder(s) must be conscious of the importance of taking adequate care to comply with ADL’s policies and national and foreign laws and regulations relating to bribery and corruption involving Public/Government Officials and PEPs.

15.7 All Stakeholders, who are required to interact with Public/Government Officials (domestic and foreign) and PEPs for or on behalf of ADL shall exercise due care by observing “PLOD” principles as explained below:

**Perception** – All our interactions with Public/Government Officials or PEPs must be conducted professionally and aligned with ADL’s values and code of conduct.

**Legitimacy** –All our interactions with Public/Government Officials or PEPs shall always be aligned with ADL’s corporate objectives.

**Objectivity** – All our interactions with the Public/Government Officials or PEPs shall be conducted objectively in furtherance of our corporate values and commercial relationships.

**Declaration** – All our interactions with Public/Government Officials, or PEPs shall be declared to the R&C Division in accordance to the ABAC procedures.

15.8 While maintaining professional working relationships with Public/Government Officials and PEPs, all Stakeholders shall exercise due care and diligence in all the dealings.

15.9 The Stakeholder(s) shall also not use/receive private funds for, on behalf of or to benefit the Group and/or any of the Stakeholder(s), while dealing with Public/Government Officials, PEPs or any of their relatives or associates.

## **16. Political Contributions and Donations**

16.1 ADL prohibits any kind or form of political contributions or donations. Stakeholder(s) must not use ADL's funds and resources to make contributions or donations to any political campaigns, political parties, political candidates or their respective offices/officials or any Stakeholder affiliated organisations.

16.2 Stakeholder(s) are prohibited from acting as follows:

- a. Using their position to influence any person to make any political contributions or to support politicians or their parties in any country;
- b. Making any contribution or incurring any expenditure using ADL's resources to benefit any political campaign, party or politician in any country;
- c. Using ADL's personnel, assets, facilities, equipment and resources to support any government party candidates or political campaigns; and
- d. Contributing or donating to a charity of a Public/Government Official's choice.

## **17. Avoiding Nepotism**

17.1 ADL adheres to a transparent and fair manner in its recruitment process and does not discourage multiple family members from working for ADL. However, ADL strictly condemns nepotism and is committed to minimising potential, actual or perceived conflicts of interest which may arise when an employee reports to another employee or is bound by work authority in addition to family relationships, intimate relationships and such similar relationships.

17.2 ADL also reserves the right to take relevant action when relationships of its employees impact work ethics.

17.3 Any requests/references for employment received from public officials, third parties or customers shall undergo regular recruitment due process and shall be identified separately (irrespective of whether appointed or rejected). Acceptance or offer of anything of value or in kind for such cases is strictly prohibited.

17.4 In case any department intends to hire a relative of a Public/Government Official or customer, it should be declared to the GCRCO, and due diligence should be conducted on the individual before recruitment.

### **18. Anti-Money Laundering/Counter Terrorism Funding**

18.1 ADL strictly prohibits money laundering/terrorism funding under the applicable laws and regulations in all the respective countries where it operates.

18.2 All employees are expected to be mindful of the risk that ADL's business may be used for money laundering/terrorism funding activities and must familiarise themselves with ADL's Policy.

18.3 When in doubt or if any suspicious transactions or potential cases of money laundering/terrorism funding are observed, employees shall immediately notify their immediate superior and go through the proper channels.

18.4 Any non-compliance with money laundering/terrorism funding laws, whether those of Sri Lanka or any foreign country where we operate, will be investigated diligently. Appropriate and immediate actions shall be taken based on the outcome of the investigation to ensure we remain committed to Axiata Group's Governance Instruments.

### **19. Record-keeping and documentation**

19.1 ADL is committed to maintaining accurate and detailed books and records that always fairly reflect all transactions of ADL. All transactions shall be accounted in a transparent manner and accurately reflect and disclose the business rationale, purpose, substance and legality of all local and cross-border transactions, payments and expenses such as Gifts, Entertainment, and Corporate Hospitality received by or given to Stakeholders, Public/Government Officials, and others.

19.2 ADL affirms that it will not:

- a. Alter, conceal any information, falsify and omit or misrepresent the facts of any record;
- b. Encourage or allow anyone else to compromise the accuracy and integrity of ADL's records; and

c. Engage in any scheme to defraud anyone.

19.3 Our records management and retention policies shall also ensure records are maintained to meet the relevant legal, tax and regulatory requirements and the records that are no longer needed or are beyond the statutory retention period are securely disposed of.

19.4 All employees should take adequate measures to retain information that may be relevant for litigation purposes or be subject to a legal prohibition or stipulation until they are authorised in writing to do otherwise by the relevant department.

## **20. Training and Communication**

20.1 ADL will also regularly provide ABAC awareness and training to its employees, as appropriate to their roles, risks and business scenarios they face. This awareness and training will be updated for necessary changes. All new employees whose day-to-day activities may be affected by this Policy will receive the relevant training within a set timeframe after commencing employment with Axiata Group as stipulated in the ABAC procedures.

20.2 Training for all employees, including temporary staff, contract workers and business associates, shall be mandatory and monitored for its completion. Periodic confirmation will be sought from relevant personnel on compliance with this ABAC Policy.

20.3 ADL shall communicate to its Stakeholders the necessity to comply with this Policy at the outset of business relations through the appropriate communication channels.

## **21. Risk & Compliance (R&C) Division**

21.1 Axiata Group has a dedicated R&C Division to oversee the design, implementation, monitoring and management of the ABAC framework and activities/matters.

21.2 The R&C Division shall perform functions as set out below within the Group's structure, equipped to act effectively against bribery and corruption:

- a. provide advice and guidance to personnel on ABAC matters;
- b. take appropriate steps to ensure that adequate monitoring, measurement, analysis and evaluation of ABAC is performed;

- c. report on the performance and monitoring of ABAC to the top management and the BRCC regularly; and
- d. Appropriate resources shall be provided for the effective operations of ABAC and the R&C shall be staffed by persons who have the appropriate competency, status, authority and independence.

21.3 Axiata Group shall conduct regular risk assessments to identify the bribery and corruption risks affecting the business, set anti-bribery and corruption objectives, and assess the effectiveness of the controls in achieving those objectives.

## **22. Reviews and Updates to this Policy**

22.1 This Policy shall be monitored and reviewed at least once every two (2) years by the R&C Division. The required updates and modifications shall be recommended by the GCRCO to the BRCC which in turn shall recommend to the Board for approval. All Stakeholders shall be informed of any revisions made to this Policy.

22.2 ADL reserves the right to vary and/or amend the terms of this ABAC Policy from time to time.

## **23. English Version to Prevail**

**23.1** In the event of any inconsistency between the English, Sinhala and Tamil texts of this Agreement, the English text shall prevail.