

# ADA Vendor Code of Conduct

ADA is strongly committed to observing the highest ethical standards in all its procurement activities. As such, this ADA Vendor Code of Conduct ("Code") has been prepared to provide a clear statement of ADA's expectation from Vendors in all procurement dealings, ensuring that internationally recognised procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities. This Code establishes the standards required for conducting business with ADA. Our goal is to work with our Vendors to ensure full compliance with these principles. These requirements set out the minimum levels of compliance required of ADA's Vendors. As a Vendor, you are encouraged to exceed the requirements wherever possible. ADA will consider these principles in our selection of Vendors and will actively monitor Vendors' compliance.

ADA may amend and add to this Code at any time and from time to time. Vendor and Vendor Representatives are bound by such amendments and additions published from time to time and accessible at [ADA Vendor Code of Conduct](#). References to this Code shall be deemed to include such amendments and additions.

Vendor shall ensure that Vendor Representatives comply with this Code.

## **1. APPLICABILITY OF THE CODE**

This Code shall apply to all:

- (i) counterparties including vendors, contractors, consultants, dealers, distributors, vendors, service providers, business partners, channel partners, joint venture partners (individually and/or collectively "Counterparties");
- (ii) prospective Counterparties (individually and/or collectively "Prospective Counterparties");
- (iii) parents or subsidiaries of the Counterparties or Prospective Counterparties (individually and/or collectively "Related Corporations"); and
- (iv) the respective personnel, officers, directors, representatives, agents and contractors of, and any other entities acting on behalf of, the Counterparties or Prospective Counterparties (individually and/or collectively "Representatives").

Counterparties and Prospective Counterparties are hereinafter individually and/or collectively referred to as "Vendors" and Related Corporations and Representatives are hereinafter individually and/or collectively referred to as "Vendor Representatives".

Vendors shall, and shall cause Vendor Representatives to, ensure this Code and other relevant information are communicated throughout their organization and made available to their respective employees in a comprehensible language(s) of its employees and supervisors.

Vendors' and the Vendor Representatives' acknowledgement of this Code is a pre-requisite in every ADA contract for supply. Through the acceptance of a Purchase Order and/or signing of contract, which make reference to the Code, the Vendor commits that it shall adhere to and conduct itself in a manner consistent with the provisions contained in this Code.

## **2. BUSINESS PRACTICES**

### **2.1 Laws, Including Regulations and Other Legal Requirements**

Vendors shall comply with all applicable laws and regulations in all jurisdictions where they conduct business. Where the requirements under applicable laws or regulations differ or are in conflict with this Code, the Vendor shall comply with the highest standard consistent with applicable laws or regulations.

Vendors are also expected to ensure it has obtained all necessary regulatory approvals to conduct its business in the relevant jurisdictions. This includes any licenses, permits, approvals, permissions granted by local regulators and federal authorities.

### **2.2 Policy on Bribery and Corruption**

ADA expects all Vendors and companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. ADA is committed to conducting business with Zero Tolerance Policy against all forms of bribery and corruption and expects its Vendors to do the same. In this regard, Vendors shall comply with ADA's Anti-Bribery and Anti-Corruption Terms and Conditions, a copy of which can be accessed at <https://adaglobal-legal.com/ABAC-GTC/>

Vendor shall never offer a bribe or kickback in any form to ADA employees, their families or nominees, or engage in unethical or unacceptable business practices in order to obtain or maintain ADA's business. Vendors are prohibited to directly or indirectly offer, promise, give, solicit or accept or agree to accept or attempt to obtain anything that might be regarded as a facilitation payment in any form. Vendors shall never improperly influence a Public/Government Official and PEPs to seek or retain business advantage for and/or on behalf of ADA and will make committed efforts to transact in a fair and transparent manner. Vendors must report to ADA if any ADA employees or business associates requests any such incentive. During a bid or evaluation process, Vendors should not entertain nor seek to influence ADA employees involved in the bid or evaluation,

or their families, through gifts, payments, favours, services or other benefits that will or could influence any business decision or that create the appearance of influencing any business decision.

ADA has adopted a **“No Gift” Policy**, whereby all its stakeholders<sup>1</sup> as well as their family members, who are acting for, and on behalf of ADA, directly or indirectly, are prohibited from **giving or accepting** gifts to avoid conflict of interest (actual or perceived) as a gift can be seen as a bribe that may negatively impact ADA's reputation or be in violation of the ABAC as well as laws and regulations. Gifts in the form of cash or cash equivalent is prohibited. Any gifts offered, given or received (in exceptional circumstances) shall be in compliance with the law, ADA's Anti-Bribery and Anti-Corruption Terms and Conditions, and other relevant policies and procedures. If any gifts are offered, given and received, employees are required to declare and/or get prior approval. Gifts should not be offered or given to ADA employees or their relatives and families, if it could reasonably give the appearance of influencing the business relationship with ADA or any business decision arising out of the business relationship. For the avoidance of doubt, gift is defined to include all forms of entertainment, travel and hospitalities, donations and sponsorships.

### 2.3 Position on Conflict of Interest

Vendor must report to ADA's Head of Procurement in writing if any director or employee of ADA and/or relatives of director or employee of ADA are employees, partners, directors, or shareholders (other than publicly traded securities) of the Vendor. Relatives of an ADA director or employee comprise of the director's or employee's spouse, parents, children, brothers or sisters, or spouse of child, brother and sister. It is ADA's policy that a director or employee declare any interests that they or their relatives, directly or indirectly, have in a bid or a Vendor.

### 2.4 Anti-Competitive Conduct

Vendor shall comply to competition legislation and regulations where applicable and not engage in anti-competitive conduct such as but not limited to collusive behaviour, tying or linking arrangements, misuse of market power and refusal to supply.

ADA expect its Vendors to adhere to all anti-trust laws and regulations to ensure a free and open marketplace. Vendors must not propose, or enter into, any agreements with a competitor to fix or stabilize pricing, allocate customers, territories, products or markets, rig bids or collude on bid quotes, or boycott a competitor or customers.

### 2.5 Dealing with Public or Government Officials and Politically Exposed Persons (PEP)

ADA strives to build transparent and fair relationships with Public or Government Officials (including regulators) and PEP. PEP is defined as a person entrusted with a local or foreign country's public or governmental function. ADA vendors, employees and/or their representatives shall comply with the ADA's Anti-Bribery and Anti-Corruption Terms and Conditions and all applicable laws and regulations in all dealings or interactions with Public or Government Officials (including regulators) and PEP.

ADA expects the conduct of Vendors or Vendor Representatives who perform tasks and works for ADA to be above board. Any misrepresentation, illegal or unethical conduct shall be regarded as breach of this code of conduct.

## 3. LABOUR RIGHTS AND WORKING CONDITIONS

ADA expects its Vendors to comply with all applicable labour laws and regulations and international labour rights and principles as established by ILO in the 1998 Declaration on Fundamental Principles and Rights at work.

### 3.1 Forced or Involuntary Labour

Vendors shall not use forced or involuntary labour of any type (e.g., forced, bonded, indentured or involuntary prison labour). Employment is voluntary.

### 3.2 Child Labour Avoidance

Vendors shall not use child<sup>2</sup> labour. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardise the health or safety of young workers.

### 3.3 Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws and regulations, 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.

### 3.4 Working Hours

<sup>1</sup> Refers to internal and external parties that have dealings with ADA which includes all members of the Board of Directors, employees at all levels as well as third parties including customers, vendors, contractors, vendors, agents, consultants, representatives, distributors, joint venture partners and other external stakeholder(s) acting for or on behalf of ADA.

<sup>2</sup> The term "child" refers to any person under the age of 15 (or such other age where the law of the country dictates), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is lowest.

ADA expects its Vendors to comply with industry norms and applicable local laws and regulations on working hour requirements as stipulated in the applicable country's governing labour laws and regulations. Vendors 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.

### 3.5 Respect and Dignity

Vendors shall treat all employees with respect and shall not use corporal punishment, threats of violence or other forms of physical coercion or harassment.

### 3.6 Non-discrimination

Vendors shall not discriminate<sup>3</sup> in its hiring and employment practices.

### 3.7 Freedom of Association

Vendors shall recognize their employees' rights to join or refuse to join labour unions or associations and to bargain collectively as permitted by law. Vendors have the right to establish favourable employment conditions and to maintain open communication and direct engagement between workers and management as a means to resolve workplace and compensation issues and promoting positive employee relations that make employees view third-party representation as unnecessary.

## 4. HEALTH AND SAFETY

Vendors shall provide their employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Consistent with these obligations, Vendors shall have trainings, certifications and implement effective programmes that include effective safety programmes<sup>4</sup> to educate and remind their employees/workers on the fundamentals of health and safety.

Vendors shall make available safety information on identified workplace risks and their employees is correspondingly trained to ensure they are adequately protected. Vendors will identify and assess likely and potential emergency situations in the workplace and minimize their impact by implementing emergency plans and response procedures.

## 5. ENVIRONMENT

Vendors shall operate in a manner that is protective of the environment. At a minimum, Vendors shall comply with all applicable environmental laws, regulations and standards<sup>5</sup>. Vendors shall also comply with any additional environmental requirements specific to the products or services being provided to ADA as called for in design and product specifications, and contract documents. Vendors should strive to implement management systems to meet these requirements.

## 6. DATA PRIVACY AND CYBER SECURITY

All ADA'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.

ADA expects Vendors to:

- process the data in accordance to ADA's instructions, and its contractual obligations and at all times according to the local data protection laws and regulations;
- implement appropriate governance, physical, technical and organizational measures to ensure a level of security in line with the risk that the processing represents;
- conduct the engagement with integrity and maintain within the cost and time boundaries;
- be vigilant on risks and work within the limits of authority of the engagement without exposing ADA to undue risks; and
- ensure that its employees and subcontractors receive appropriate training, and have committed themselves to an obligation of data privacy and cyber security.
- 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.
- ensure provided access to ADA systems is maintained at the lowest privilege level for authorized users only and promptly

<sup>3</sup> Forms of discrimination may include race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability.

<sup>4</sup> Covering areas such as: human safety, emergency preparedness, chemical, physical and biological agent exposure, ergonomics, and incident reporting and investigation.

<sup>5</sup> Such standard includes chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, air emissions controls, environmental permits and environmental reporting.

removed when no longer applicable

- promptly notify ADA on all weaknesses in cybersecurity discovered.
- shall not by action or inaction allow the systems and applications in ADA be made vulnerable.
- comply with all applicable policies and standards while working on site at ADA premises.

ADA views breaches or non-compliance with laws or regulations, ADA 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 Vendor.

Vendor shall promptly notify ADA, in the event of any anticipated, suspected or actual:

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

## 7. ANTI MONEY LAUNDERING

ADA strictly prohibits money laundering and terrorism funding in any form or manner.

ADA views breaches or non-compliance with laws or regulations, ADA policies or contractual terms, including those pertaining to money laundering and terrorism funding, seriously, and may lead to sanctions and actions being invoked against the Vendor.

Vendor shall promptly notify ADA in the event of any anticipated, suspected or actual breach or non-compliance with laws or regulations, ADA policies or contractual terms in relation to money laundering or terrorism financing.

## 8. MONITORING COMPLIANCE TO THE CODE

To facilitate the monitoring of Vendors' compliance with this Code, ADA expects Vendors to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation shall be accurate, up to date and complete;
- Provide ADA's representatives with access to all relevant records and documentations, in relation to engagements with Axiata Group, upon ADA's request;
- Allow ADA's representatives to conduct interviews (in relation to engagements with Axiata Group) with the Vendor's employees and management and other Vendor Representatives separately;
- Allow ADA's representatives to conduct announced site visits (in relation to engagements with Axiata Group) of Vendor and Vendor Representatives locations; and
- Respond promptly to reasonable inquiries from ADA's representatives in relation to the implementation of this Code.

Vendor shall have a process in place for timely correction of any deficiencies or violations identified by such an assessment.

## 9. REPRESENTATION

Vendors shall provide honest, accurate and open representation of their organization, its qualification, experience and capabilities. Vendors shall also disclose, if requested, accurate references of previous work undertaken. Where references of previous work undertaken cannot be disclosed due to confidentiality obligations, the Vendor shall reasonably endeavour to obtain the appropriate permissions and shall at a minimum disclose such information without breaching such obligations of confidentiality.

## 10. RAISING CONCERNS

The official Speak Up channel (<https://axiatagroup.integrityline.com>) can be used by Vendor to voice and register their concerns, including any act or conduct that is in violation of the Vendor Code of Conduct, actual or suspected misconduct, illegal or unethical behaviour, without fear of retaliation or unfair treatment. A Vendor shall ensure that there is a reasonable belief or basis for the concern and the disclosure is made in good faith and not for personal gain or motivated by ill or malicious intention. Mere rumour or hearsay information is not the basis for speaking up or to whistle blow.

ADA 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. For further information on Whistleblowing/Speaking Up and the official Speak Up channel, please refer to Axiata's Whistleblowing / Speaking Up Policy and Procedures ([axiatagroup | Whistleblowing Policy](#))

## 11. SANCTIONS

The Vendor shall take reasonable steps to ensure that no entity or person subject to applicable sanctions laws and regulations is involved in or unlawfully benefits from the Vendor's operations, including its supply chain, and to prevent involvement in any transaction prohibited by such laws and regulations.

## 12. COMPLIANCE TO CODE

A breach of the Code may result in actions being invoked against that Vendor, 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 the Vendor in breach to its obligations under the Code. The range of actions available to be imposed on the Vendor includes but is not restricted to the following:

- Formal warnings - that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all ADA subsidiaries and associate companies; or
- Immediate termination of contract, without recourse.

We, \_\_\_\_\_ hereby confirm that our organisation has read and understood the terms of the ADA Vendor Code of Conduct and warrant, undertake and represent to be bound by its terms. Any amendments to this document and/or to the link(s) will be duly informed to the respective parties.

\_\_\_\_\_  
Authorised signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_