



Dialog Finance PLC

Anti-Bribery and Anti-Corruption Clauses

Table of contents

1	Definitions	1
2	Interpretation and Construction	2
3	Undertakings.....	2
4	Representations and Warranties	3
5	Obligations	4
6	Contracting Party's personnel and third parties.....	5
7	Maintaining records.....	5
8	Audit, Inspection and Access.....	6
9	Indemnity	8
10	Termination.....	8
11	Step In Rights	8
12	Conflict.....	9

1 Definitions

“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.

“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” 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 Contracting Party prior to the entry into any Agreement with Dialog Finance;

“Dialog Finance” means Dialog Finance PLC and any of its holding, subsidiaries and associated companies

“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.

“Politically Exposed Persons” 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.

2 Interpretation and Construction

- 2.1 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;
- 2.2 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.

3 Undertakings

- 3.1 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.
- 3.2 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.
- 3.3 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 3.3 above.

4 Representations and Warranties

- 4 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 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 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 4(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 4(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 4(1)(a) or 4(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.

5 Obligations

5.1 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 Dialog Finance in writing of this fact as soon as possible and in any event within seven (7) days.

5.2 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 Dialog Finance. Dialog Finance 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 Dialog Finance may reasonably request to remedy any such Compliance Matters or Regulatory Deficiencies to the reasonable satisfaction of Dialog Finance.

5.3 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.

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

5.5 Contracting Party shall immediately report to Dialog Finance 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 Dialog Finance's speak up channels which can be accessed through:

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

6 Contracting Party's personnel and third parties

6.1 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.

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

7 Maintaining records

7.1 Contracting Party must keep accurate and complete records and supporting documentation, both in hard copy and soft copy, to:

- a) demonstrate that it is in compliance with this Agreement and all Applicable Laws relating to the supply or performance of the services/deliverables and/or anti-bribery, anti-corruption and/or anti-kickbacks; and

- b) enable Dialog Finance to verify the accuracy of such records.
- 7.2 Contracting Party must preserve the records and supporting documentation referred to in Clause 7.1 for a minimum period of seven (7) years from the date of transaction, unless the Applicable Laws prescribe a period longer than (7) years, in which case the longer period shall be applicable.

8 Audit, Inspection and Access

- 8.1. Upon Dialog Finance's written request, Contracting Party shall allow Dialog Finance (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 Dialog Finance (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 Dialog Finance 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 Dialog Finance (or its representative or nominee) or such Authority all reasonable assistance requested by Dialog Finance (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. Dialog Finance, 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 Dialog Finance 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 Dialog Finance 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. Dialog Finance shall bear its own costs and expenses of the audit carried out by Dialog Finance (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 Dialog Finance (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 Dialog Finance 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 Dialog Finance, 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

10. Dialog Finance 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 Dialog Finance has reasonable belief that this may occur;
- b) with immediate effect, if Dialog Finance receives a notice from Contracting Party pursuant to Clause 5 or Clause 1 under "Conflict" or Dialog Finance 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 Dialog Finance to be false, incomplete or misleading.

11 Step In Rights

11.1 If:

- a. Dialog Finance receives a notice from Contracting Party pursuant to Clause 5; or
- b. Dialog Finance has reasonable cause to suspect or believe that Contracting Party has committed any breach of the clause referred to in the agreement, Dialog Finance 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 Dialog Finance under this Clause 11 shall be borne in full by Contracting Party.

11.2 In the event that Dialog Finance 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 Dialog Finance. 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 Dialog Finance, its personnel or any third party appointed by Dialog Finance. 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. The Contracting Party shall declare to Dialog Finance all work or relationships that may give rise to conflicts of interest between itself and Dialog Finance and other members of Axiata Group which will materially affect directly or indirectly The Contracting Party's ability to supply or perform the services/deliverables.

12.2. 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 English version to prevail

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