

AGREEMENT

[Ref. No. Robi-XP-00XXXX]

THIS AGREEMENT ----- (the "Agreement") is made on this theday of, 2022 of the Gregorian calendar at Dhaka in Bangladesh.

BETWEEN

ROBI AXIATA LIMITED, a public limited company incorporated in Bangladesh under the Companies Act 1994, having its Head Office at Robi Corporate Office, 53, Gulshan South Avenue, Gulshan-1, Dhaka-1212, Bangladesh (hereinafter referred to as "**Robi**" which expression unless otherwise repugnant to the context, shall mean and include its successors-in-interest and assignees, nominees, administrator, officer & legal representatives), of the **ONE PART**.

AND

[Name of the Supplier], a **[Nature of the Company]** incorporated in **[Country of Incorporation]** under the Companies Act ..., having its Head Office at **[Address of the Company]** (hereinafter referred to as the "**Supplier**" which expression, unless repugnant to the context, shall mean and include its successors-in-interest, assignees, nominees, administrators, officers & legal representatives), of the **OTHER PART**.

(Both Robi and the Supplier are hereinafter collectively referred to as 'Parties' and individually as 'Party')

WHEREAS

- A. Robi being licensed by the relevant government authority, is engaged in the business of providing mobile telecommunication services and the Supplier is engaged in the business of import and distribution of [] other it peripherals and servicing & repairing work;
- B. Robi is desirous of purchasing certain Deliverables and have them supplied and delivered at Robi premises in accordance with the terms of this Agreement;
- C. The Supplier has agreed to supply and deliver the Deliverables at the Robi premises subject to the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE BY AND BETWEEN THEMSELVES AS FOLLOWS:

1. DEFINITIONS OF TERMS

- i. In this Agreement, the following expressions shall unless the context otherwise requires have the meanings respectively assigned to them:

“Agreement” shall mean this ----- including all annexes attached herewith and all amendments, supplemental or addendum to this Agreement to be made from time to time.

“Acceptance Procedure” means that in relation to the hardware, the procedure through which the components of the hardware have to pass the Acceptance Test and after which acceptance certificate will be issued by Robi after being satisfied with the results of the Acceptance Procedure. The entire Acceptance Procedure is provided under **Annex 1.x**.

“Acceptance Test” means such examination or tests to be undertaken by the Supplier upon completion of supply, delivery, installation, testing & commissioning of the hardware on site prior to handover to Robi to ensure that the hardware is functional or operational as required under the Acceptance Procedure as detailed in **Annex 1.x**.

“Effective Date” shall mean the coming into force of this Agreement as mentioned in **Clause 7.1 of this Agreement**.

“Agreement Period” shall mean the period specified in **Clause 7.2** of the Agreement.

“Deliverable(s)” shall mean the ----- of Robi to be supplied and delivered by the Supplier under this Agreement, as more specifically set out under Annex 1 of this Agreement.

“Confidential Information” shall mean any information that has been exchanged between the Parties whether the information is related or not to the subject matter of this Agreement, either directly or indirectly, in writing, orally, or by inspection of tangible objects (including without limitation, any binders, documents, policies, procedures products, product development, financial information, technical data, design, pattern, formula, computer program, schematics, object code, manual, software source documents, product specification, plan for new, revised or existing products, business and marketing plan and strategy, prices and costs, order, lists and information in relation to the Party disclosing the said information, trade secrets, know how, Invention techniques, processes, research and development plans and activities, methods and systems and improvements developed, and documents, prototypes, samples, plant and equipment), whether or not designated as “Confidential”, “Proprietary” or some similar designation, including without limitation, the existence of this Agreement and the fact of discussions about the business relationship between the Parties.

“Intellectual Property Rights” or **“IPR”** shall include, without limitation, copyrights, trade secrets, trademarks, trade names, domain names, patents, know-how, formulation, designs, inventions, discoveries and all other intellectual or industrial property and like rights whether or not registered.

“Day” shall mean a calendar day.

“Month” shall mean a calendar month.

“Year” shall mean a calendar year.

- ii. Words importing the singular shall also include the plural and vice versa where in context requires.
- iii. The titles of these conditions are of convenience of reference only and shall not be deemed to be part of Agreement or in any way affect the interpretation or construction thereof.

2. SCOPE OF THE AGREEMENT

- i. The Supplier shall upon the terms and subject to the conditions as set forth hereunder provide the Deliverables (as detailed under **Annex 1.**).
- ii. This Agreement contains a frame agreement that does not bind Robi unless any written Purchase Order (“PO”) is issued to the Supplier with reference to this Agreement. Any obligation of Robi agreed under the Agreement shall not be enforceable unless and until such PO is issued. The Deliverables shall be supplied in accordance with the PO issued by Robi under this Agreement and subsequent acceptance given by the Supplier to Robi’s respective PO.

3. METHOD OF ORDERING

- i. The Deliverables required by Robi and to be supplied by the Supplier shall be indicated by issuance of PO(s) from time to time in accordance with the terms of this Agreement. The method in accordance with which Robi will issue the PO (s) and the content thereof and the procedure of acceptance to be followed by the Supplier is fully specified in **Annex 1.** of this Agreement.
- ii. The PO shall be issued as and when required within the Agreement period as per the specification & rate mentioned below in this Agreement.
- iii. The Supplier shall complete the delivery within the stipulated time & place mentioned in PO.
- iv. The Supplier is obliged to ensure that the Deliverables provided by the Supplier under this Agreement are of the satisfactory quality and shall maintain a quality assurance system. Robi may at any time without prior notice perform inspection of the Supplier’s quality assurance system.
- v. The Supplier agrees and acknowledges that Robi is not bound in any manner howsoever to issue PO under this Agreement.

4. SPECIFICATION, PRICE & PAYMENT TERMS

The specifications and price of the Deliverables to be supplied under this Agreement and the terms of payment thereof are fully mentioned in of **Annex 1** of this Agreement.

5. RESPONSIBILITIES & OBLIGATIONS OF THE SUPPLIER

The Supplier shall-

- i. ensure and be solely responsible for the supply of the Deliverables in accordance with the terms of this Agreement and the PO(s).
- ii. ensure that the Deliverables supplied hereunder shall be of satisfactory quality and be fit for its intended purpose as per the agreed specifications.
- iii. furnish to Robi such information relating to the Deliverables as Robi may require from time to time.
- iv. ensure that the Deliverables delivered by the Supplier shall be genuine and confirmed with the quantity, quality and specification approved by Robi.
- v. provide all necessary labor, technical know-how and related works, activities, etc., for the proper carrying out of its obligations under this Agreement.
- vi. ensure that its workers/employees are provided with a healthy and safe working environment with required safety equipment in accordance with internationally recognized standards.
- vii. provide the desired Deliverables at its sole risk and expense, in a timely, diligent, skilful and workmanlike manner and in strict compliance with all applicable laws, rules, and regulations, including, without limitation, taking such steps that may be necessary and reasonable to prevent any accidents and to preserve the safety of all persons involved or are in the vicinity of the Supplier including, without limitation, all of Robi's personnel.
- viii. not employ or hire any minors below the age of eighteen (18) years to perform any portion or all of the Deliverables. The Supplier shall impose and ensure compliance at all times with this requirement.
- ix. warrant that the Deliverables supplied under this Agreement are within and shall remain within documented specifications and that the Deliverables provided during the term of the Agreement shall comply with all the requirements of applicable Bangladeshi laws, rules and regulations, all applicable manufacturer's specifications, Robi's specifications and any other applicable government and industry standards that may be valid from time to time.

- x. keep accurate, systematic and up-to-date records and accounts in respect of the provision of the Deliverables in such form and detail as is customary in the profession and as may be required by Robi from time to time, to establish accurately the cost and expenditure that have been duly paid by Robi.
- xi. not allow any unauthorized person to carry out any part of its obligations under this Agreement.
- xii. be responsible to give compensation as determined by Robi as per this Agreement if any damage or loss occurs due to the negligence, acts, omissions and/or default of the Supplier.
- xiii. comply with all applicable laws and regulations with respect to the provision of the Deliverables under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

- i. Each Party hereby represents and warrants to the other that at the time of execution of this Agreement, it is a company duly incorporated and validly existing under the laws of the countries of incorporation and has full power and authority to enter into this Agreement and undertakes its obligations under this Agreement.
- ii. The Supplier shall indemnify Robi for any loss, demands, expenses, claims or cause of action arising out of the breach of any of the warranties in this Agreement.
- iii. The Supplier represents and warrants that it has obtained all necessary valid licenses, permits and consents from government and/or regulatory authorities necessary and required to carry out its business in Bangladesh and more specifically its obligations as specified under this Agreement and for remitting any revenue sharing with its parents or subsidiary company abroad (if applicable). Furthermore, the Supplier ensures that it shall keep all such licenses, permits and consents, updated and renewed (as and when required) during the Agreement Period.
- iv. The Supplier represents and warrants that it shall abide by and comply with all relevant laws, rules and regulations which are applicable for the performance of this Agreement.
- v. The Supplier warrants that all Deliverables supplied are new and have never been used or utilized for any other purpose.
- vi. The Supplier warrants that the Supplier is fully experienced in providing the Deliverables as detained under this Agreement and/or PO and that it possesses a high level of skill and expertise commensurate with that experience which it will make available to Robi. In so doing, the Supplier recognizes and acknowledges that Robi is relying on the provision by the Supplier

of such skill and expertise in and about the Deliverables to be performed by the Supplier pursuant to the Agreement and/or PO.

- vii. The Supplier shall be fully responsible for the successful supply and delivery of the Deliverables within the time frame specified and in accordance with the agreed functional, technical and performance specifications of the Agreement.
- viii. The Supplier shall furnish to Robi such information relating to the Deliverables as Robi may from time to time require regarding the Deliverables.
- ix. The Supplier warrants and undertakes to abide with Robi that:
 - a. it has all the necessary power and authority to carry on its business as presently conducted;
 - b. it has all the necessary power and authority to execute, deliver and perform its obligations under this Agreement and each of the execution, delivery and performance by it of this Agreement has been duly authorized by all necessary action on its part and this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms.
 - c. it possesses and shall utilize the necessary capabilities, item and suitable place of business to perform its obligations under this Agreement.
- x. The Supplier further warrants and represents for the benefit of Robi that at the date of this Agreement and throughout the Agreement Period:
 - a. Any and all information, data, statistics, evaluation, assessment, framework and templates provided in relation to the Deliverables do not and will not:
 - 1. Infringe any third party intellectual property rights;
 - 2. Infringe confidentiality obligations owed to any third party; or
 - 3. Contain materially false or misleading statements.
 - b. It has the right and authority to disclose any such information and materials and also possesses the necessary rights and authorities to license the abovementioned (where applicable) to Robi;
- xi. The Supplier shall be responsible for any fines and penalties imposed on it arising from any noncompliance with the laws and regulations of Bangladesh and Robi shall not be held responsible to this end.
- xii. The Supplier hereby acknowledges and understands that the warranties and representations stated within this Agreement are to be strictly adhered to and therefore further acknowledges that in order to ensure the high standards of performance and conduct of this Agreement, Robi

reserves the right to request for, or on its own accord, inspect, examine (including but not limited to) any document, correspondence, record, paperwork, computer software or account of the Supplier that relates to this Agreement at any time Robi so wishes throughout the duration of this Agreement. In the event such measure is adopted, the Supplier shall offer its full cooperation and assistance to Robi to facilitate such situation.

7. EFFECTIVE DATE, VALIDITY, RENEWAL & MODIFICATION

- i. This Agreement shall be effective from -----, 2022 (“Effective Date”).
- ii. The Agreement shall remain valid for 03 years from the Effective Date unless terminated earlier and may be renewed for a further period as mutually agreed in writing between the Parties.
- iii. At any time, during the validity of this Agreement, both the Parties may mutually agree to modify or amend the existing terms, conditions or requirements of this Agreement as circumstances demand, provided such modification or amendment is evidenced in writing between the Parties.

8. REJECTION

- i. Any Deliverables being found to be not in compliance with the specifications in this Agreement may be rejected at the sole discretion of Robi, provided always that Deliverables with minor defects and shortcomings, in the opinion of Robi, which do not affect the operational use, will not give rise to rejection of the Deliverables concerned if such defect and shortcoming is rectified by the Supplier within seven (7) working days or any other extended period at Robi’s sole discretion.
- ii. All Deliverables rejected due to noncompliance with the specification or nonperformance as per the specification shall be removed by the Supplier from Robi’s premises at the Supplier’s own expense upon providing the replacement.
- iii. The Supplier shall not be entitled to claim any payment for the Deliverables which has been rejected.
- iv. If the Deliverable has to be rejected more than twice during the Agreement Period by Robi, then Robi reserves the discretion to terminate the Agreement by providing prior written notice of 15 calendar days, as well as claim damages for any losses suffered by Robi due to such rejections.

9. PENALTY

- i. The Supplier shall complete delivery within the stipulated period mentioned in the respective PO, failure of which shall result in charging of liquidated damages by Robi against the Supplier @ from 1% to 2% of total PO value.
- ii. The Supplier shall ensure originality of Deliverables by ensuring unique number on it, along with compliance with all warranties made by Supplier under this Agreement, and in case of failure to do so, liquidated damages shall be charged by Robi against the Supplier @ 100% of the PO value.
- iii. If the delivered product does not fully comply with Robi approved specification, Robi has the sole discretion to reject the ordered Deliverables fully/partially or impose penalty 100% of the PO value;
- iv. Robi shall also be entitled to claim damages for losses which results from breach of Agreement unless the Supplier can prove to the satisfaction of Robi that the breach or the cause of breach was not due to the Supplier' fault or the breach results from the force majeure. Robi shall have the right to make adjustment of the claims with payment or any other payment due to the Supplier.
- v. If the Supplier defaults in the payment of liquidated damages applied under the terms of this clause, Robi shall have the right to obtain compensation by making deductions from any payments due or which may become due to the Supplier and/or by recovering such sums as a debt.
- vi. Alternatively, Robi may resolve any problem/defect related to the Deliverables/delivered product by itself or through any third party if the Supplier fails to resolve the problem/defect and any associated expenditure shall be charged to the Supplier. If the Supplier fails to make the payment of liquidated damages applied under the terms of this clause, Robi shall have the right to obtain compensation by making deductions from any payments due or to become due to the Supplier and/ or by recovering such sums as a debt.
- vii. Robi shall also be entitled to claim damages for any losse(s) which results from breach of Agreement by the Supplier unless the Supplier can prove that the breach or the cause of breach was not due to the Supplier's fault or the breach results from force majeure. Robi shall have the right to make adjustment of the claims with any payments due to the Supplier under this Agreement and/or any other agreements with the Supplier.
- viii. If the Supplier defaults in the payment of penalty applied under the terms of this clause, Robi shall have the right to obtain compensation by making deductions from any payments due or to become due to the Supplier and/ or by recovering such sums as a debt, as well as through encashment of performance bond.

10. INTELLECTUAL PROPERTY RIGHTS

The Supplier hereby warrants and guarantees that there shall be no infringement of the Intellectual Property Rights of any third Parties. The Supplier shall not make any unauthorised use of IPR of Robi and shall indemnify and hold Robi harmless against any claim for/allegation of an infringement of any IPR relating to the Deliverables/delivered product and undertakes to defend Robi at its own expense from any claim, allegation, suit or proceeding which Robi may face.

11. INDEMNITY AND LIMITATION OF LIABILITY

- i. Nothing in this Agreement excludes or limits the liability of either Party in respect of:
 - a. death or personal injury caused by its negligence (including negligence);
 - b. dishonesty, or the tort of deceit or willful neglect by either Party and/or its employees, agents or contractors;
 - c. fraudulent misrepresentation;
 - d. liability which may not otherwise be limited or excluded under applicable law.
 - e. any breach of Agreement due to any willful acts, omissions, defaults and gross negligence/incompetence.
- ii. If Robi suffers any loss, damage, fine, etc., due to non-conformity by the Supplier to any applicable laws, regulations, guidelines, etc., the Supplier shall indemnify Robi in full (including any legal costs) in the event that any action(s) is brought against Robi.
- iii. The Supplier hereby agrees to indemnify and shall keep Robi indemnified in respect of its employees, officers and servants from and against all suits, actions, demands, damages, losses, liabilities (whether criminal or civil), expenses and cost whatsoever arising under any laws of Bangladesh which results from any breach of this Agreement by the Supplier, including, any negligent act or default committed by the Supplier or its agents, employees, licensees or users. The Supplier shall be solely responsible for such breach.
- iv. The Supplier shall fully indemnify and hold Robi harmless against all losses, damages, costs and expenses sustained or incurred by Robi as a result of, arising from, in connection with or based on allegations of, any of the following:
 - a. any damage to property (including third party property) cause by an act or omission of the Supplier and/ or its personnel in the course of providing service or in connection with this Agreement;
 - b. any claims, actions, proceedings or demand arising from a negligent act or omission, misconduct and/ or misbehavior, violence or any other unauthorized activities of the Supplier, its employees and/ or its personnel in connection with this Agreement;
- (v) Limitation of liability

- a) The Parties to the Agreement will be liable for any direct damages arising out of or relating to the performance or non-performance of their respective obligations under this Agreement and the Purchase Orders, in accordance with the Law, except as otherwise stipulated in this Agreement. The Supplier's liability will include any loss suffered by Robi and associated with:
1. the performance or non-performance of the Services and/or Deliverables; or
 2. any act or omission of the Supplier.
- (b) Exclusion of indirect and consequential loss. To the extent applicable Law permits, neither Party shall in any event be liable to the other Party under this Agreement for loss of profits, loss of revenue, for third party claims, loss of business or for any special, indirect, incidental or consequential damages whether or not such damages could have been reasonably foreseen unless the Party can be proven to have acted with gross negligence or wilfully.
- (c) Exceptions to exclusion of liability. The foregoing clause will not limit or exclude Robi's right to recover from the Supplier for:
- i) Liquidated Damages and with no prejudice to the losses/damages arising out of breach of a Party's obligations for damages to property and for bodily injury or death, Intellectual Property Rights infringement, breach of confidentiality obligations, non-compliance with applicable laws and government regulations and fraud, loss of data including costs and expenses of restoring or reloading any lost, stolen, or damaged Robi data resulting from a default by the Supplier or as otherwise stipulated in this Agreement;
 - ii) loss resulting from compromising or intrusion of Robi's network and IT infrastructure through an intrusion of the Supplier network and IT infrastructure or through an un-authorized access by Supplier personnel;
 - iii) costs and expenses of implementing a work-around in respect of a failure by the Supplier to provide the Deliverables and/or Services or any part thereof in accordance with this Agreement;
 - iv) costs and expenses of replacing lost, stolen or damaged assets, equipment and materials;
 - v) additional or administrative costs and expenses incurred by Robi arising from a default by the Supplier, including the costs and expenses incurred to procure the Deliverables and/or Services or corrected Deliverables and/or Services from an alternate source or bringing the Deliverables and/or Services or part thereof in-house, including the costs and expenses associated with the retention of external consultants and legal counsel to assist with any re-sourcing, to the extent in excess of the Supplier's charges under this Agreement;

- vi) regulatory fines, penalties, sanctions, interest or other regulatory monetary remedies incurred by Robi as a result of the Supplier's failure to comply with any regulatory requirements;
 - vii) any non-achieved savings to the extent that such savings were outlined in proposals or promises made by the Supplier leading to delivery of Deliverables and/or Services by the Supplier;
 - viii) direct charges, other fees or costs rendered unnecessary as a result of any default by the Supplier, including straight time, overtime or related expenses, including overhead allocations for employees, wages and salaries of additional employees, travel expenses, overtime expenses, telecommunication charges and similar charges;
 - ix) any loss suffered by Robi, provided that the Supplier would have been liable for any such claim under the Agreement if the loss had been suffered or costs incurred by Robi; or
 - x) gross negligence and wilful misconduct.
- d) Notwithstanding the above, the Supplier shall repair the damage to the equipment and/or property and restore it to its original position prior to the said breach.
- e) General exceptions from the limitation of liability and the exclusion of liability. Nothing in this Agreement will exclude or limit either Party's liability to the other Party and shall hold harmless and indemnify the other Party, and its officers, servants and employees for any and all liability:
- i) arising from any accident or injury to any person or property of any third party for death or personal injury caused by its negligence or that of its employees or agents or, in the case of the Supplier, any sub-contractor or its employees, any third party;
 - ii) for fraud, fraudulent acts or omissions, theft, gross negligence, or wilful misconduct;
 - iii) in respect of claims for indemnification under the Agreement; or
 - iv) to the extent regulatory requirements and applicable Law precludes or prohibits any exclusion or limitation of liability.
 - v) for loss arising as a breach of the Party's obligations relating to Intellectual Property Rights or confidentiality under this Agreement;
- f) Obligations of a Party to limit damages and loss. A Party suffering loss or damage shall take all reasonable measures to mitigate the damage or loss so suffered.

12. INSURANCE

The Supplier shall arrange for necessary insurance coverage of the Deliverables. Any loss or any damage whatsoever during transit shall be borne by the Supplier.

13. TERMINATION OF THE AGREEMENT

- i. Robi has the right to terminate this Agreement at any time during the Agreement Period and any extension thereof, by giving 30 (thirty) Days' prior notice to the Supplier.
- i. Notwithstanding the above clause, the Supplier agrees that, Robi shall have the discretion to immediately terminate any PO that may be issued under this Agreement from time to time or any part of the PO, subject to serving a fifteen (15) Days' prior written notice to the Supplier.
- ii. The Agreement is not terminable by the Supplier before expiry of the Agreement period unless there is a material breach on the part of Robi in complying with any of the terms of this Agreement. If the Supplier is of the view that Robi has committed a material breach of this Agreement, the Supplier shall provide Robi with a written notice of such alleged material breach and shall provide Robi with 30 (thirty) Days' time period to resolve or remedy such material breach. If Robi fails to resolve or mitigate the issue within the 30 (thirty) Days' time, the Supplier shall have the right to terminate this Agreement with immediate effect by providing a written notification to Robi.
- iii. Notwithstanding the above, Robi reserves the right to suspend the Agreement by providing prior written notice to the Supplier, if Robi is of the opinion that the Supplier has committed any material breach of the Agreement. During such suspension, Robi shall reserve the right not to carry out any of its obligations under the Agreement. Robi may provide the Supplier with a stipulated timeline within which to remedy any material breach and if the Supplier remedies the specified material breach, Robi shall lift the suspension of the Agreement.

iv. CONSEQUENCES OF TERMINATION/EXPIRY

Where this Agreement is terminated pursuant to this Clause, or expires, upon termination/expiry:-

- a. all documents containing Confidential Information and copies shall be returned to the respective Parties as soon as practicable; and
- b. neither Party shall in any way exhibit any links or display any information that would lead any person to believe that Robi and the Supplier are linked or related in any manner.
- c. the termination of this Agreement shall not prejudice the rights of Robi to sue for damages or to obtain any other relief in respect of any antecedent breach of the terms of this Agreement prior to such termination.

- d. upon termination of this Agreement, no Party shall be relieved from any obligation already accrued prior to the date of such termination, nor from any liability for a breach of this Agreement occurring prior to the date of such.

14. NOTICE

All notices, requests or communications between the parties under this Agreement shall be in the English language by letter signed by an authorized representative of the sending party, or by email or fax immediately confirmed in writing. All notices shall be deemed as validly served if mailed in the form of pre-paid registered letter, with return receipt requested, to the following addresses;

For the Supplier:

PLEASE INSERT THE CURRENT ADDRESS

Or such other address the Supplier as shall notify to Robi pursuant hereto

For Robi:

Robi Axiata Limited
Robi Corporate Office
53, Gulshan South Avenue
Gulshan 1, Dhaka-1212
Bangladesh.

Or such other address Robi as shall notify to the Supplier pursuant hereto.

15. FORCE MAJEURE

None of the Parties shall be responsible to the other party for delay, disruptions or non-performance of the agreed terms and conditions of this Agreement herein due to acts of God, act of government authorities, riots, wars, strikes, explosions, lock outs, exceptional inclement weather condition, civil commotion or other causes beyond the control of the Parties. The obligations of the Parties under this Agreement shall be suspended for the period during which the extraordinary situation exists. If the force majeure situation exists for a continuous period of 60 (sixty) days, Robi shall have the right to terminate this Agreement. For the avoidance of doubt, "Hartals"(i.e. political strikes), "Oborodhs" (i.e. blockades) and any other political activities of a similar nature, shall not fall within definition of Force Majeure.

16. GOVERNING LAW

This Agreement shall be governed, construed, interpreted, implemented and performed in accordance with the laws of Bangladesh.

17. DISPUTE SETTLEMENT

Any dispute(s) relating to the terms and conditions of this Agreement or performance under this Agreement shall be settled amicably between the two parties within 30 (thirty) Days' of receipt of written notice of such dispute. In the event of failure to settle the same within 30 (thirty) Days of time, such dispute shall then be referred to arbitration in accordance with the provisions of the Arbitration Act, 2001 of Bangladesh. Each party shall appoint its own arbitrator and the arbitrator of the parties so appointed shall appoint a third arbitrator who shall be the chairman of the Arbitral Tribunal. The place of the Arbitration shall be Dhaka. The decision of the Arbitration shall be final and binding on the parties hereto.

18. CONFIDENTIALITY

The Parties shall keep confidential all Confidential Information that is received from any of the other parties or becomes known as a result of this Agreement. Confidential Information may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority. In that case, before transmitting information one party must inform in writing to other party about such requirement.

19. ASSIGNMENT AND TRANSFER OF RIGHTS & OBLIGATIONS

- ii. The Supplier shall not assign any of its rights, obligations, and interests in whole or part to any other Party without prior written consent of Robi. In all cases, the Supplier will remain liable for the acts of third party if the Supplier engages any third party to conclude the mentioned work/services.
- iii. Notwithstanding anything stated in this Agreement, the Parties agree that Robi shall have the right to assign all of Robi's rights, liabilities and obligations and any payment receivable by Robi as provided under this Agreement, to any of Robi's subsidiaries, affiliates, etc. The Parties further agree that any such assignment shall not require any amendment of this Agreement and/or work order.
- iv. An assignment of this Agreement requested by either Party shall in no case entail increased costs to the other Party to fulfill its obligations under this Agreement. The assigning Party shall reimburse the other Party any documented cost suffered by the other Party due to the assignment.

20. SUBCONTRACTING

- i. The Supplier shall not sub-contract any of its duties, rights and obligations under this Agreement. The Supplier may only subcontract any of its duties, rights and obligations under this Agreement only with prior written consent of Robi, which the Robi may provide at its sole discretion. The Supplier must provide all information related to the subcontractor to Robi (to the full satisfaction of Robi) and Robi shall have the right to reject any such subcontractor if

Robi is not satisfied with any credentials of such subcontractor. Any subcontracting under this Agreement by the Supplier, whether or not done with written consent of Robi, shall not absolve the Supplier of any of its obligations under this Agreement. The Supplier shall at all times remain fully liable for any breach, negligence, default, act or omission of any subcontractor.

- ii. If any subcontracting takes place, the subcontracting Party shall remain fully responsible towards the other Party for the proper fulfillment of its obligations under this Agreement and any PO placed under this Agreement before and/or after the date of subcontracting. Subcontracting of any obligations under this Agreement shall in no case entail increased costs to the other Party to fulfill its obligations under this Agreement. The subcontracting Party shall reimburse the other Party any documented cost suffered by the other Party due to the assignment.

21. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall constitute or be deemed to constitute a joint-venture, partnership between the Parties or the appointment of one Party as agent to the other Party or employer-employee relationship. Accordingly, except as expressly authorized under this Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party.

22. TIME IS OF THE ESSENCE

Time wherever mentioned shall be of the essence of this Agreement.

23. COSTS

Each Party shall bear its own costs for, and incidental to, the execution of this Agreement including legal costs.

24. SURVIVAL OF AGREEMENT

- i. Subject to any provision to the contrary, this Agreement shall endure to the benefit of and be binding upon the Parties and their successors, trustees, permitted assigns or receivers.
- ii. The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration or early termination of the Agreement shall remain in full force and effect following the expiration or early termination of the Agreement.

25. SEVERABILITY

If any provisions of this Agreement shall be construed to be illegal or invalid, they shall not affect the legality, validity and enforceability of the other provisions of this Agreement. The

illegal or invalid provision shall be deleted from this Agreement and no longer incorporated herein but all other provisions of the Agreement shall continue as valid and enforceable.

26. AUDIT

i. MAINTAINING RECORDS

- a. The Supplier must keep accurate and complete records within necessary and related scope along with supporting documentation, both in hard copy and soft copy to:
 1. demonstrate that it is in compliance with this Agreement; and
 2. enable Robi to verify the accuracy of the information contained in any report(s) provided.
- b. Subject to any applicable laws, the Supplier must preserve the records and supporting documentation referred to preceding clauses in this Agreement for a period of 6 (six) years from the date of transaction.

ii. AUDIT INSPECTION

- a. Upon Robi's written request, the Supplier shall allow Robi (or its nominee) to inspect and audit the records and supporting documentation maintaining necessary confidentiality and guidelines referred in this Agreement for the purpose of verifying whether the Supplier is complying with this Agreement or is otherwise complying with all the applicable laws.
- b. The Supplier must, at its own cost, provide Robi (or its nominee) all reasonable assistance requested by Robi (or its nominee) in connection with an inspection or audit of resources, equipment, soft and hard data and etc.

27. LANGUAGE

This Agreement has been executed in English language, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Agreement. All correspondence concerning the content of this Agreement shall be in English language.

28. NON EXCLUSIVITY

This Agreement does not restrict Robi to enter into Agreements with other enterprises at any time for the same or similar purposes.

29. INDEPENDENT CONTRACTOR

Entering into this Agreement does not and shall not create any agency relationship between Robi and the Supplier. Both Parties are entering into this Agreement as independent entities

and the Supplier is an independent contractor having no authority to bind Robi for any of its conducts and representation to any third party.

30. DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

At all times during the term of this Agreement, Supplier will maintain and adequately support a disaster recovery and business continuity program that ensures the continuous operation and, in the event of an interruption, the recovery of all material business functions needed to meet Supplier's obligations under this Agreement. The disaster recovery and business continuity program will include at a minimum a detailed disaster recovery plan, which describes the management methodology, management team, emergency contact person and specific plans for potential risks that may disrupt Supplier's operations. The plan shall meet and be consistent with generally accepted industry standards. Upon demand, Supplier will provide a copy and overview of the plan to Robi. However, even if Robi does not request for a copy of the Disaster recovery and business continuity plan, the Supplier is under a contractually binding obligation to have such a plan in place and must follow such plan for disaster recovery and for ensuring its business continuity to continue to meet its obligations as detailed under the Agreement.

31. RIGHT OF SET-OFF AND SUSPENSION OF PAYMENT

In the event of a breach by the Supplier of the provisions of this Agreement, Robi is hereby authorized at any time and from time to time, to the fullest extent permitted by law, and after ten (10) days prior written notice to the Supplier, to set-off and apply any and all amounts at any time held by Robi on behalf of the Supplier and all indebtedness at any time owing by Robi to the Supplier against any and all of the obligations of the Supplier now or hereafter existing. Robi also reserves the right to suspend payments under the Agreement at any time and from time to time, in the event Robi is of the view that the Supplier is in breach of any of the terms of this Agreement.

32. NON-SOLICITATION

During the period commencing on the Effective Date and ending two years following the effective date of termination of the Agreement or expiry of the Agreement (whichever is applicable), the Supplier shall not, without Robi's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment of Robi; or (ii) hire, on behalf of the Supplier or any other person or entity, any person who has left the employment within two years period following the resignation or termination of that person's employment with Robi.

33. PERFORMANCE BOND

- i. Within 07 (seven) working days upon accepting the PO, the Service Provider shall submit a Performance Bond in favour of Robi in the form of Bank Guaranty. The Bank Guaranty shall be from either Standard Chartered Bank or HSBC or Citibank NA or from any scheduled bank of Bangladesh which is amounting to The Bank Guaranty must have to remain valid for

the entire Agreement Period from the date of its issue with a renewal option for further period. This Bank Guaranty will be released after expiry of the Agreement and upon submission of a certificate from Robi Technology Division in this regard.

- ii. Robi shall not be liable to pay or credit any interest on such submitted performance bond.
- iii. If the Service Provider fails to perform as per the Agreement or any conditions therein or commits any breach of its obligations under the Agreement and/or fails to make payment in relation to any liquidated damages claimed by Robi, Robi, at its sole discretion, shall have the right from time to time to call in all or part of the amount represented by the Performance Bond. The costs of obtaining the Performance Bond shall be borne by the Service Provider.
- iv. If the Performance Bond required to be furnished pursuant to this Clause is not duly furnished by the Service Provider at the time stipulated above, then, notwithstanding anything else mentioned in this Agreement, Robi may at its option, without prejudice to any rights or claims it may have against the Service Provider, within seven (7) days after the expiry of the said period, terminate the Agreement forthwith by notice in writing to the Service Provider. Robi shall thereupon not be liable for any claim or demand from the Service Provider in respect of anything then already done or furnished or in respect of any other matter or thing whatsoever in connection with the Agreement. Without prejudice to its other rights and remedies, Robi shall be entitled to be repaid by the Service Provider all expenses incurred by Robi incidental to the obtaining of new tenders.

34. LIQUIDATED DAMAGES (LD)

- 34.1 **Liquidated Damages for Delay in delivery/deployment:** The Service Provider shall complete the entire work/Service within the stipulated period as mentioned in PO, failure of which shall entitle Robi to claim liquidated damage @10% of the PO value as mentioned in the Annex-01 against the Service Provider.
- 34.2 For Maintenance Service liquidated damages shall be charged as per **Annexure 1.x (Service level Agreement)**
- 34.3 Wherein maintenance services being provided on FOC basis penalty or liquidated damages shall be calculated based on maintenance services charge annually payable to the Supplier after the end of the warranty period.
- 34.4 Alternatively, Robi may resolve any problem/defect related to the Service by itself or through any third party if the Service Provider fails to resolve the problem/defect as per schedule stipulated in the SLA and any associated expenditure shall be charged to the Supplier. If the Supplier fails to make the payment of liquidated damages applied under the terms of this clause, Robi shall have the right to obtain compensation by making deductions

from any payments due or to become due to the Suppliers and/ or by recovering such sums as a debt.

34.5 Robi shall also be entitled to claim damages for any loss which results from breach of Agreement by the Supplier unless the Supplier can prove that the breach or the cause of breach was not due to the Supplier's fault/failure or the breach results from force majeure. Robi shall have the right to make adjustment of the claims with any payments due to the Supplier's fault/failure under this Agreement and/or any other agreements with the Supplier.

34.6 If the Supplier defaults in the payment of penalty applied under the terms of this clause, Robi shall have the right to obtain compensation by making deductions from any payments due or to become due to the Suppliers and/ or by recovering such sums as a debt, as well as through encashment of Performance Bond.

35. ENTIRE AGREEMENT

This Agreement including the Annexure attached herewith embodies the entire understanding between the Parties and there are no promises, terms, conditions or obligation, oral or written expressed or implied orally or in writing other than those contained herein. The Agreement can be amended only by a subsequent agreement in writing signed by the Parties. The following documents shall be deemed to form one Agreement ("Agreement Documents") and shall be complementary to each other:

Annex -1; DETAILS SCOPE & SERVICE DESCRIPTION,
Annex -2; PRICE SCHEDULE AND PAYMENT TERMS
Annex -3; AXIATA SUPPLIER CODE OF CONDUCT
Annex -4; ANTI-BRIBERY AND ANTI-CORRUPTION (ABAC)
Annex -5 CONFLICT OF INTEREST, ETC

In the event of there being any conflict between the terms of these documents, the terms that shall take precedence would be in accordance to the order in which they appear.

If any provision of this Agreement would at any time be in conflict with any law or regulation compulsorily applicable to this Agreement, the Parties shall amend such provision, so that the intent of this Agreement may be carried out to the extent legally possible.

IN WITNESSES WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

Signed for and on behalf of Robi Axiata Limited	Signed for and on behalf of [Name of the Supplier]
Signature:	Signature:
Name:	Name:
Title:	Title:

Witness 01	Witness 01
Signature:	Signature:
Name:	Name:
Title:	Title:

Witness 02	Witness 02
Signature:	Signature:
Name:	Name:
Title:	Title:

ANNEX 01
DETAILS SCOPE & SERVICES DESCRIPTION

(Insert all Service related annex under Annex 1)

(Example)

Annex 1.1 - Scope or Service description

Annex 1.2 Responsibility Matric

Annex 1.3 Qulification of Serviec provider or its Personnel

Annex 1.4 service level agreement

.....

....

ANNEX 02
(INVOICE, FEES, PRICE AND COMMERCIAL TERMS)

1. INVOICING

The Service Provider shall submit corrective invoice after successful execution of the entire job as stipulated in the PO along with all supporting documents. Any other expenses incurred by the Service Provider must get prior approval from concern person(s) of Robi at the time of clearance. Robi reserves the rights to challenge these expenses at any time and any discrepancy found will be deducted from the invoice(s). If any loss is incurred due to inaccurate/ incomplete invoicing, Service Provider shall be held liable for that loss.

The Service Provider shall submit invoices to:

Robi Axiata Limited
53 Gulshan South Avenue
Gulshan-1, Dhaka-1212
Bangladesh

Each invoice shall contain (as applicable):

- Agreement Reference No: Robi-LP-... ..
- Copy of the Price Annex of the Agreement
- Acceptance Certificate
- Any other relevant documents as per the requirement reference to the documentation by Robi for individual case.

Robi reserves the right to return invoices that are not according to the above requirements.

Robi may deduct from invoices received any advance payments made, disputed amounts, insufficiently documented amounts and amounts owed to Robi by the Service Provider .

2. SERVICE FEES

3. PAYMENT TERMS & METHOD

100% payment will be made within (30) Thirty days A/C payee cheque in favor of the Supplier after successful delivery of ordered quantity and upon submission of correct Invoice, Delivery Challan (duly signed by authorized personnel of Robi), delivery completion certificate (issued by authorized personnel of Robi) and other necessary papers as required by Robi Finance Division.

[END OF THIS ANNEX]

ANNEX 03
AXIATA SUPPLIER CODE OF CONDUCT

Axiata is strongly committed to observing the highest ethical standards in all its procurement activities. As such, this Axiata Supplier Code of Conduct ("Code") has been prepared to provide a clear statement of Axiata's expectation from Suppliers 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 Axiata. Our goal is to work with our Suppliers to ensure full compliance with these principles. These requirements set out the minimum levels of compliance required of Axiata's Suppliers. As a Supplier, you are encouraged to exceed the requirements wherever possible. We will consider these principles in our selection of Suppliers and will actively monitor Suppliers' compliance.

Axiata may amend and add to this Code at any time and from time to time. Supplier and Supplier Representatives are bound by such amendments and additions published from time to time and accessible at <https://www.axiata.com/our-business/suppliers>. References to this Code shall be deemed to include such amendments and additions. Supplier shall ensure that Supplier Representatives comply with this Code.

1. APPLICABILITY OF THE CODE

This Code shall apply to all the Suppliers including all prospective Suppliers, Axiata-approved sub-contractors, dealers, parents or subsidiaries of the Suppliers and their respective personnel, officers, directors, representatives, agents, contractors, and any other entities acting on the Suppliers' behalf (collectively "Supplier Representatives"). Suppliers including such Supplier Representatives shall 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.

Suppliers' and the Supplier Representatives' acknowledgement of this Code is a pre-requisite in every Axiata contract for supply. Through the acceptance of a Purchase Order and/or signing of contract, which make reference to the Code, the Supplier commits that its business operations are consistent with the provisions contained in this Code.

2. BUSINESS PRACTICES

2.1. Laws, Including Regulations and Other Legal Requirements

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

Suppliers 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

Axiata expects all Suppliers and companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards.

Suppliers shall never offer a bribe or kickback in any form to Axiata employees, their families or nominees, or engage in unethical or unacceptable business practices in order to obtain or maintain Axiata's business. Suppliers 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. Suppliers shall never improperly influence a Public/Government Official and PEPs to seek or retain business advantage for and/or on behalf of Axiata Group and will make committed efforts to transact in a fair and transparent manner. Suppliers must report to Axiata if any Axiata employees or business associates requests any such incentive. During a bid or evaluation process, Suppliers should not entertain nor seek to influence Axiata 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.

Gifts in the form of cash or cash equivalent is prohibited. Any gifts offered, given or received shall be in compliance with the law and Axiata Group Berhad's Anti-Bribery and Anti-Corruption Policy, and other relevant policies and procedures. If any gifts offered, given and received, employees are required to declare and/or get approval any gifts Nonetheless offered, given or received., Gifts should not be offered or given to Axiata Group employees or their relatives and families, if it could reasonably give the appearance of influencing the business relationship with Axiata 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

Supplier must report to Axiata Head of Procurement in writing if any director or employee of Axiata and/or relatives of director or employee of Axiata are employees, partners, directors, or shareholders (other than publicly traded securities) of the Supplier. Relatives of an Axiata 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 Axiata's policy that a director or employee declare any interests that they or their relatives, directly or indirectly, have in a bid or a Supplier.

2.4. Anti-Competitive Conduct

Suppliers 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.

Axiata expect its Suppliers to adhere to all anti-trust laws to ensure a free and open marketplace. Suppliers 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)

Axiata strives to build transparent and fair relationships with Public or Government Officials (including regulators) and PEP. PEP defined as a person entrusted with a local or foreign country's public or governmental function. Axiata Group suppliers, employees and/or their representatives shall comply with all applicable laws and regulations in all dealings or interactions with Public or Government Officials (including regulators) and PEP.

Axiata expects the conduct of Suppliers or supplier employees and representatives who perform tasks and works for Axiata Group 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

Axiata expects its Suppliers 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

Suppliers 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

Suppliers shall not use child 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, 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

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

Suppliers 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

Suppliers shall not discriminate in its hiring and employment practices.

3.7. Freedom of Association

Suppliers shall recognize their employees' rights to join or refuse to join labour unions or associations and to bargain collectively as permitted by law. Suppliers 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

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

Suppliers shall make available safety information on identified workplace risks and their employees is correspondingly trained to ensure they are adequately protected. Suppliers 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

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

6. DATA PRIVACY AND CYBER SECURITY

All Axiata'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.

Axiata expects Suppliers to:

- process the data in accordance to Axiata'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 Axiata 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.
- promptly notified Axiata on all weaknesses in cybersecurity discovered.
- shall not by action or inaction allow the systems and applications in Axiata be made vulnerable.
- comply with all applicable policies and standards while working on site at Axiata premises.

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

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

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

7. ANTI MONEY LAUNDERING

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

Axiata views breaches or non-compliance with laws or regulations, Axiata or Axiata group 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 Supplier.

Supplier shall promptly notify Axiata or the relevant Axiata group customer, as applicable, in the event of any anticipated, suspected or actual breach or non-compliance with laws or regulations, Axiata or Axiata group policies or contractual terms in relation to money laundering or terrorism financing.

8. MONITORING COMPLIANCE TO THE CODE

To facilitate the monitoring of Suppliers' compliance with this Code, Axiata expects Suppliers 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 Axiata's representatives with access to all relevant records and documentations, upon Axiata's request;
- Allow Axiata's representatives to conduct interviews with the Supplier's employees and management and Supplier Representatives separately;
- Allow Axiata's representatives to conduct announced and unannounced site visits of Supplier and Supplier Representatives locations; and
- Respond promptly to reasonable inquiries from Axiata's representatives in relation to the implementation of this Code.

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

9. REPRESENTATION

Suppliers shall provide honest, accurate and open representation of their organization, its qualification, experience and capabilities. Suppliers 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 Supplier 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://wrs.expolink.co.uk/axiata>) can be used by Suppliers to voice and register their concerns, including any act or conduct that is in violation of the Supplier Code of Conduct, actual or suspected misconduct, illegal or unethical behaviour, without fear of retaliation or unfair treatment. A Supplier 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. Axiata Group 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 Group's Whistleblowing/Speaking Up Policy and Procedures (<https://www.axiata.com/sites/default/files/docs/Whistleblowing Policy Procedures.pdf>).

11. SANCTIONS

A breach of the Code may result in actions being invoked against that Supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the Supplier in breach to its obligations under the Code. The range of actions available to be imposed on the Supplier 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 Axiata subsidiaries and associate companies; or
- Immediate termination of contract, without recourse.

[END OF THIS ANNEX]

ANNEX 04
ANTI-BRIBERY AND ANTI-CORRUPTION (ABAC)

Definitions

“Anti-Bribery Laws” means all Applicable Laws relating to anti-bribery, anti-corruption or anti-kickbacks, which may include the Prevention of Corruption Act, 1947 of Bangladesh, Money Laundering Prevention Act, 2012, the Bangladeshi Penal Code, 1860, Anti-Corruption Commission Act, 2004, 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 Money Laundering Prevention Act, 2012 of Bangladesh, the Money Laundering Prevention Rules, 2019 of Bangladesh, the Anti-Terrorism Act, 2009 of Bangladesh, the Foreign Exchange Regulation Act 1947 of Bangladesh, Anti-Corruption Commission Act, 2004 and the relevant regulations and guidelines, including but not limited to, guidelines on anti-money laundering, issued and to be issued by the Bangladesh Bank (Central Bank of Bangladesh), 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 Supplier prior to the entry into this Agreement;

“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.

Interpretation and Construction

1.1 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;

1.2 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.

Undertakings

2 Supplier 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 Supplier 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 Supplier shall not, under any circumstances and whether directly or through a third party:
(a) 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 this Agreement or showing or forbearing to show favour or disfavour to any person in relation to this Agreement; or
- 4) 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(a) above.

5 Representations and Warranties

Supplier 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 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 and/or any Purchase Order, 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, Supplier, the directors, controllers, agents or persons who are concerned in the management of the affairs of Supplier, and entities within the control of Supplier (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 5(1)(a) or 5(1)(b);

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

(4) Supplier 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.

Obligations

6 If Supplier:

(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”),

Supplier shall notify Axiata/Robi Axiata Limited in writing of this fact as soon as possible and in any event within seven (7) days.

7 Supplier 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 Axiata/Robi Axiata Limited. Axiata/Robi Axiata Limited shall have the right to review any and all such responses and remedial actions, and Supplier 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 Axiata/Robi Axiata Limited may reasonably request to remedy any such Compliance Matters or Regulatory Deficiencies to the reasonable satisfaction of Axiata/Robi Axiata Limited.

8 Supplier 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.

Supplier 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.

9 Supplier undertakes to Axiata/Robi Axiata Limited that in performing its obligations under this Agreement, Supplier shall conduct itself in a manner consistent with Axiata /Robi Axiata Limited's Supplier Code of Conduct accessible at <https://www.axiata.com/our-business/suppliers>, which website/webpage may be updated from time to time.

10 Supplier shall immediately report to Axiata/Robi Axiata Limited 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 Axiata/Robi Axiata Limited's speak up channels which can be accessed through:

- Website: <https://wrs.expolink.co.uk/axiata>; or
- Phone: Call free to local services number 007 803 0114626; or
- Mobile app: download "Speaking Up by Expolink",
- which channels may be updated from time to time.

Supplier's personnel and third parties

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

12 Supplier shall not allow any third party to carry out any part of the obligations under this Agreement without Axiata/Robi Axiata Limited's prior written consent. Notwithstanding the appointment of such third party, Supplier shall remain fully liable to Axiata/Robi Axiata Limited 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.

Maintaining records

13.1 Supplier must keep accurate and complete records and supporting documentation, both in hard copy and soft copy, to:

- 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
- enable Axiata/Robi Axiata Limited to verify the accuracy of such records.

13.2 Supplier must preserve the records and supporting documentation referred to in Clause 13.1 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.

14 Audit, Inspection and Access

1. Upon Axiata/Robi Axiata Limited's written request, Supplier shall allow Axiata/Robi Axiata Limited (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 Supplier 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 Supplier's development and implementation of appropriate responses to, and remediation of, such Compliance Matter or Regulatory Deficiencies;
- b. whether Supplier 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 Supplier is complying with this Agreement.

The audit, inspection and access by Axiata/Robi Axiata Limited (or its representative or nominee) referred to in this Clause 14 may be conducted once every six (6) months as well as at any other time or times where there are reasonable grounds for Axiata/Robi Axiata Limited 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 14 may be conducted at any time and from time to time as required by such Authority, during and after the term of this Agreement.

2. Supplier shall, at its own cost, provide Axiata/Robi Axiata Limited (or its representative or nominee) or such Authority all reasonable assistance requested by Axiata/Robi Axiata Limited (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. Supplier 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. Axiata/Robi Axiata Limited, its representative or nominee and such Authority shall be entitled to make and retain copies of records and supporting documentation.

3. Supplier 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 Supplier in performing its obligations under the Agreement and/or relevant Purchase Order;
- c. the unit amounts invoiced to Axiata/Robi Axiata Limited 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 Supplier 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 Axiata/Robi Axiata Limited from time to time.

4. All such records and supporting documents shall be maintained by Supplier in accordance with the generally accepted accounting methodology. Supplier 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.

5. Axiata/Robi Axiata Limited shall bear its own costs and expenses of the audit carried out by Axiata /Robi Axiata Limited (or its representative or nominee) under this Clause 14 (Audit, Inspection and Access) unless Supplier 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 Supplier shall then bear the costs and expenses associated with the audit. Supplier shall bear its own costs and expenses of any audit carried out by any Authority under this Clause 14 (Audit, Inspection and Access).

6. This Clause 14 shall survive the expiry or termination of this Agreement.

15 (A) Nothing in Clause 14 shall require Supplier to disclose any information to Axiata/Robi Axiata Limited (or its representative or nominee) if such disclosure would violate any applicable law; and

(B) if Supplier fails to provide such access or such information in reliance on Clause 15(A) above, Supplier shall:

(1) promptly and in any event within three (3) days provide a written notice to Axiata/Robi Axiata Limited stating that it is withholding such access or such information and stating the detailed justification therefor; and

(2) use best endeavors to provide such access or information in a way that would not violate such law.

16 Indemnity

Supplier shall on demand defend and indemnify Axiata/Robi Axiata Limited, 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 as detailed under this Agreement and or Purchase Order. In the

course of defending any claims, demands, actions or proceedings against any Indemnified Person, Supplier shall not make any settlement, compromise, admission or waiver of any defences available in respect of any such claims, demands, actions or proceedings.

This Clause 16 shall survive the expiry or termination of this Agreement.

17 Termination

Axiata/Robi Axiata Limited may terminate this Agreement, any Purchase Orders or both by giving written notice to Supplier ("Notice"):

- a) with immediate effect, if Supplier commits any breach of Clause refer to the representations, warranties, undertakings, indemnity or obligations dealing with anti-bribery, anti-corruption or anti-kickbacks as detailed under this Agreement and or Purchase Order or Axiata/Robi Axiata Limited has reasonable belief that this may occur;
- b) with immediate effect, if Axiata/Robi Axiata Limited receives a notice from Supplier pursuant to Clause 6 or Clause 1 under "Conflict" or Axiata/Robi Axiata Limited 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 Supplier;
- d) with effect from fourteen (14) days after the date of the Notice, if there is a merger of Supplier or any of its assets or businesses;
- e) with immediate effect, if the Declaration is found by Axiata/Robi Axiata Limited to be false, incomplete or misleading.

18 Step In Rights

18.1 If:

- a. Axiata/Robi Axiata Limited receives a notice from Supplier pursuant to Clause 6; or
- b. Axiata/Robi Axiata Limited has reasonable cause to suspect or believe that Supplier has committed any breach of Clause refer to the representations, warranties, undertakings or obligations dealing with anti-bribery, anti-corruption or anti-kickbacks, Axiata/Robi Axiata Limited 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 Axiata/Robi Axiata Limited under this Clause 18 shall be borne in full by Supplier.

18.2 In the event that Axiata/Robi Axiata Limited elects to exercise its rights under Clause 18.1, Supplier shall provide:

- a. Access to, and all relevant rights to use, the facilities, systems, materials, intellectual property rights of Supplier; and
- b. Access to all premises in relation to which the Services/Deliverables are provided, at no charge to Axiata/Robi Axiata Limited. Without prejudice to any rights and remedies Supplier may have, Supplier shall not be entitled to receive or invoice the fees/charges related to such

Services/Deliverables provided or performed by Axiata/Robi Axiata Limited, its personnel or any third party appointed by Axiata/Robi Axiata Limited. All costs and expenses incurred by Supplier in providing the facilities, systems, materials, intellectual property rights and assistance to Supplier for such step in pursuant to this Clause 18 shall be borne by Supplier.

19 Conflict

1. Supplier shall declare to Axiata/Robi Axiata Limited all work or relationships that may give rise to conflicts of interest between itself and Axiata/Robi Axiata Limited and other members of Axiata Group which will materially affect directly or indirectly Supplier ability to supply or perform the Services/Deliverables.

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

[END OF THIS ANNEX]

ANNEX 05
(CONFLICT OF INTEREST, ETC.)

1. Service Provider represents warrants and covenants that Service Provider has no knowledge, information, or belief of:
2. The ownership of any legal or beneficial interest in Service Provider, its Service Providers, and their respective Affiliated Companies by any employee or dependent or close relation in blood or marriage of any employee of Purchaser. If Service Provider has such knowledge, information or belief, it shall disclose to Purchaser; or
3. Any gift or payment, or promise to give or pay by Service Provider, its Service Providers, and their respective Affiliated Companies, and the employees, agents, and representatives of all of them including, without limitation, Service Provider's Personnel, of anything of value whatsoever to any servant, agent, or employee of Purchaser or any dependent of the same as an inducement to such employee to influence the obtaining of the Agreement or any payment provided for or contemplated by the Agreement.
4. Service Provider shall immediately notify Purchaser's Ethics Department in writing of any conflict of interest or of any improper or illegal inducement given to (or requested by) any employee, servant or agent of Purchaser of which Service Provider may become aware before, during or following the performance of the Services under the Agreement.
5. Purchaser may request, and Service Provider agrees to allow, an examination of Service Provider's records relative to an investigation concerning any possible conflict of interest or improper or illegal inducement. Such examination may be conducted by an independent auditor at the cost of Purchaser.
6. Purchaser has provided Service Provider with a copy of the Code. Service Provider acknowledges that it has received, read and understood the Code. Service Provider agrees to comply with the Code in spirit and in substance.
7. Service Provider's failure to comply with the Code or to comply with applicable laws will be deemed to be a material breach of the Agreement which shall result in the right of Purchaser to immediately terminate the Agreement, without prejudice to other rights or remedies available to Purchaser under the Agreement or otherwise.
8. Purchaser has selected Service Provider to perform the Services under the Agreement based upon various factors, including the reputation of Service Provider and the belief that Service Provider has not and shall not violate any applicable laws, rules or regulations, or the substance of the Bangladesh.
In no instance shall Service Provider be authorized to commit Purchaser or act on its behalf, except as expressly provided in the Agreement.

[END OF THIS ANNEX]