

**MAXIS**

**Code of Business Practice for  
Third Parties**

## **Foreword:**

In the course of your business dealings with Maxis, you may sometimes face a situation where you are not able to determine whether your actions would be in violation of any policies or business practices of Maxis. Thus, Maxis has formulated certain guidelines and good business practices and incorporated the same into this Maxis Code of Business Practice for Third Parties (hereinafter referred to as "**this Code**").

This Code shall serve as a guide to assist Third Parties to conform to the ethical business standards observed by Maxis in all their business dealings with Third Parties. Thus, it is pertinent that Third Parties and/or their employees or agents, as the case may be, read and understand the contents of this Code.

Please take note that this Code is not intended to provide detailed and rigid practices or policies to cover every conceivable situation that Third Parties may encounter. As such, Third Parties are urged to carry out their duties in the spirit of good business practices and/or integrity.

**Maxis Ethics Office**

**Maxis Berhad**

## **Policy Statement:**

Maxis Berhad and its group of companies (“Maxis”) is committed in conducting their business professionally, ethically and with the highest standard of integrity. As part of its commitment, Maxis practices a zero-tolerance approach towards misconduct and all forms of bribery and corruption.

This Code applies to all Maxis business dealings and relationships, and covers areas such as health and safety, human rights, labour rights, data privacy and data protection, anti-bribery and corruption. The objective of Maxis’ policies is to provide an overview of expectations for employees and its business partners.

Maxis recognises the corporate responsibility to contribute to the realization of human rights and labour standards in accordance with the Malaysian laws and labour practices. This includes the prevention of child labour and forced labour, prevention of discrimination and any form of harassment at work coupled with the understanding of diversity and inclusion in an organization. We at Maxis value and enhance diversity and inclusion of the people whom we work with regardless of race, religion, ethnicity, and other differences.

At Maxis, we recognize the urgent need to address climate change and its impact on the environment, society, and the economy. As a responsible corporate citizen, we are committed to promoting sustainable practices and reducing our greenhouse gas emissions.

To achieve this goal, we will:

1. Reduce our carbon footprint: We will implement measures to reduce our energy consumption, promote energy efficiency, and increase the use of renewable energy sources in our operations.
2. Promote sustainable practices: We will work to reduce waste and increase recycling, use sustainable materials, and promote sustainable procurement practices.
3. Engage our stakeholders: We will engage our employees, customers, suppliers, and local communities in our efforts to address climate change and promote sustainable practices.
4. Monitor and report our progress: We will set targets for reducing our greenhouse gas emissions and establish a system to monitor and report on our progress towards achieving these targets.

We are committed to continuous improvement in our environmental and sustainability practices and will ensure that we are doing our part to address climate change and promote a sustainable future for all.

## **Executive Summary:**

This Code applies to:

- (a) all contractors, consultants, personnel and/or their respective employees and/or agents, as the case may be, whether hired directly by Maxis or seconded by third party suppliers, vendors and/or service providers; and
- (b) all parties or entities engaging in business dealings with Maxis (excluding customers), including dealers, resellers, distributors, System Integrator (SI) Partners, and content/digital solution providers

(collectively referred to as “**Third Parties**” in this Code).

The reference to “**Maxis**” appearing in this Code shall include Maxis Berhad and all its subsidiaries.

It is the responsibility of Third Parties to act in accordance with the policies and practices as detailed in the following pages and any updates or amendments as issued from time to time by Maxis Ethics Office. It is also the responsibility of Third Parties to seek clarification, ask questions, report any suspected violations and express concerns regarding compliance with this Code.

If there is any violation of any policies and practices detailed in this Code, Maxis will work with Third Parties to resolve the issues arising. However, if a satisfactory resolution is not, in Maxis’ reasonable opinion, reached, Maxis retains the right to cancel its business dealings and/or arrangement with Third Parties.

This Code essentially outlines three (3) principal areas with the main objective of ensuring that **the business dealings of Maxis is not tainted by improprieties or malpractices under any circumstances**, whether by its employees or Third Parties.

## **Open Door Practice:**

If Third Parties have any concerns, queries or any knowledge or information about any unethical business practices in Maxis, Third Parties are required to immediately contact Maxis Ethics Office. All correspondences to and/or communications with Maxis Ethics Office are treated in the strictest confidence unless required to be declared under the law.

Maxis Ethics Office can be contacted via:

Telephone : **+603-23306678**

E-mail : **ethics@maxis.com.my**

Office address: **Maxis Ethics Office**  
**Level 18, Menara Maxis**  
**Kuala Lumpur City Center**  
**50088, Kuala Lumpur**

### **Ethics Hotline (Whistleblowing Channel):**

To further enhance efforts by Maxis Ethics Office towards better corporate governance, Maxis has also established an ethics hotline. This is a safe and effective channel for Third Parties and including Maxis' customers to report any conduct including any fraudulent activities, misconduct of employees, bribery, breach of ethics, breach of confidentiality or any practices that may be construed as a violation of any policies set out in this Code and/or which is not in accordance with general standards and business ethics.

The Ethics Hotline will be manned on a 24-hour basis and all information received will be treated with the strictest confidence.

The following Ethics Hotline channels may be used:

- (a) Ethics Hotline:
  - (i) +603-23306678 (Call)
  - (ii) +6012-2003922 (SMS or call)
- (b) Email: [ethics@maxis.com.my](mailto:ethics@maxis.com.my)
- (c) Letters/documents to be addressed to: Maxis Ethics Office  
Level 18, Menara Maxis  
Kuala Lumpur City Center  
50088, Kuala Lumpur

## **Work Environment & Property**

### **1. Safe Work Environment**

It is everyone's responsibility to promote a safe work environment and to report any unsafe conditions at the workplace or any accidents and injuries to their respective supervisors or to the Worksite Committee Chairperson and/or to Maxis Ethics Office.

In order to protect the safety of all persons, Third Parties:

- (a) must work and/or behave free from the influence of any substance that could prevent them from conducting their work activities safely and/or effectively. 'Work activities' in this regard, includes any Maxis organized meetings, activities or events including in the performance of services or provision of deliverables under a contract with Maxis, whether held outside or within the premises of Maxis and/or whether held during or after official work hours;
- (b) are strictly prohibited from:
  - (i) making any threats or any form of menacing comments or behaving in any manner that may be construed as a threat to the personal safety and reputation of another including any comments, action and/gestures that may be deemed as sexual in nature;
  - (ii) engaging in any acts of violence or physical intimidation and/or harassment against Maxis employees, customers and other Third Parties. Such actions will not be condoned under any circumstances and Maxis has the right to take punitive actions against the Third Parties concerned;
- (c) must at all times take all possible care and precaution to ensure their own safety, as well as the safety of others around them and follow all established rules, procedures and guidelines laid down on safety matters. Any non-compliance of the rules and/or guidelines on safety matters must be reported immediately; and
- (d) must apply their common sense and best judgment to ensure their own safety and those around them in cases where there are no formal rules, regulations or guidelines.

## 2. Health, Safety & Environment (HSE)

All contractors/Third Parties, in providing the related scope of work, must ensure the following:

- (a) conform to Maxis Health Safety and Environment (“HSE”) Policy and HSE Management System;
- (b) understand and comply with Maxis HSE requirements and obtain detailed requirements at Maxis HSE Portal, MPHSE 08 – Contracting and Procurement or from Maxis department/contract person in charge who employed the contractor/Third Parties;
- (c) must at least have the basic knowledge of general HSE and in-depth HSE/safe work knowledge on their specific tasks as per their contract, purchase/work order, requirement;
- (d) must protect their partners and public against any risk as a result of any work carried out at the worksite;
- (e) must be competent and trained in HSE and the work that they have been employed to do. The training for contractors shall be conducted by their HSE Department /Internal Trainer and/or external recognized consultant to ensure that they understand the importance of HSE and the importance of conforming to the HSE Management System;
- (f) if invited, contractors must attend the periodical Maxis HSE Awareness Briefing;
- (g) must conform to all HSE requirements as per the requirement set out in the contract or purchase/work order, mainly in these areas, as follows:
  - (i) must demonstrate their commitment by having a written comprehensive HSE Management System;
  - (ii) must implement a hazard management program;
  - (iii) must, where applicable due to the nature of work, appoint a full time, competent site Safety and Health officer and establish a HSE Department;
  - (iv) contractor and its sub-contractors must provide access to Maxis’ authorized representatives or its agent or the Department of Occupational Safety and Health (DOSH) or any state or local official for the purpose of inspecting or investigating or carrying out any duties under the OSHA/FMA or under any state or local act affecting HSE;
  - (v) all information and details relating to any accident or incident shall be recorded in the log diary and must be reported to Maxis immediately; and
  - (vi) provisions relating to HSE Policy and HSE Management System must appear in all contracts entered into by the contractor with its subcontracts and agents.
- (h) in the event the contractors/Third Parties are required to carry out work or to work with any Maxis’ employees, Maxis’ third party contractors and/or any other parties as directed by Maxis at any Maxis’ premises or worksites or any other locations as directed by Maxis, the contractors/Third Parties shall ensure that: -
  - (i) they are fully vaccinated prior to (1) having contact or working with Maxis’ employees, Maxis’ third party contractors and/or any such parties as directed by Maxis; and (2) entering any Maxis’ premises or worksites and/or such locations as directed by Maxis;

- (ii) they are able to produce the relevant proof of full vaccination to Maxis (a) prior to having any contact or working with Maxis' employees, Maxis' third party contractors and/or any such parties as directed by Maxis; (b) prior to entering any Maxis' premises or worksites and/or such locations as directed by Maxis; and (c) as and when requested by Maxis.
  
- (i) in the event the contractors/Third Parties are not required to be physically present at Maxis' premises or worksites or to meet Maxis' employees or Maxis' third party contractors for the performance of work, the contractors/Third Parties shall at all times ensure that:-
  - (i) they do not enter any of Maxis' premises or worksites; and
  - (ii) there shall be no contact or meeting between the contractors/Third Parties and any Maxis' employees or Maxis' third party contractors at Maxis' premises or worksites or any other locations.

### **3. Assets and Properties**

Third Parties are responsible to protect the assets and property entrusted to them by Maxis from any loss, damage, misuse, illegal use and/or theft.

Assets and property of Maxis, such as products and services, vehicles, access and/or security cards, office equipment or facilities, shall only be used for official business purposes and such other purposes as may be approved by Maxis. Similarly, the use of the facilities provided by Maxis should be for the furtherance of the business interests of Maxis.

Assets and property of Maxis cannot be used for personal reasons and shall not be removed from Maxis premises. All assets and property of Maxis shall only be used for business purposes and provided for in the contract with Third Parties, unless prior approval of the relevant Maxis Head of Department is required.

Any assets and property that have been removed from Maxis premises with prior approval must be returned promptly.

#### **Copying of Software, Intellectual Property (IP), Trademark and Patent**

- (a) Legislative and contractual requirements impose restrictions on the usage and copying of software. Only software that is developed and owned by the organization, or that is licensed or provided by the developer to the organization can be used on the assets and property of Maxis.
- (b) Third Parties shall restrain from:
  - (i) duplicating copyrighted material without the owner's consent;
  - (ii) copying software from one machine to another without the owner's documented authority;
  - (iii) copying proprietary software belonging to Maxis for use on computers that do not belong to Maxis, or for purposes other than as authorized by Maxis;
  - (iv) installing unauthorized software on the computers provided by Maxis; and
  - (v) downloading non-work materials into computers provided by Maxis.

### **4. Information**

#### **A. Confidential Information**

- (a) Third Parties must safeguard all confidential information, keep it secure and provide only limited access to those who have a need to know the confidential information in order to execute their job functions.
- (b) Third Parties must not disclose confidential information to unauthorized recipients or use the confidential information for personal gain.
- (c) Any omission or oversight to classify any information as confidential will not be an acceptable excuse or reason for unauthorized dissemination. Third Parties are expected to exercise judgment in seeking clarification or proper authorization prior to disseminating any information belonging to Maxis or its customers or suppliers.
- (d) Confidential information shall include without limitation:

- (i) any information that is classified as Maxis Confidential or Maxis Secret or that is identified as confidential at the time of disclosure or that is manifestly of a confidential nature, disclosed by whatever means;
  - (ii) any information belonging to Maxis or its customers or suppliers or other Third Parties which is not known to the public;
  - (iii) any personal data i.e. any information provided by Maxis to Third Parties that relates directly or indirectly to an individual who is identified or identifiable from that information or from that and other information provided by Maxis or in the possession of Maxis, including any expression of opinion about that individual;
  - (iv) technical information, software, data, know-how and information relating to business, contracts, legal, personnel, marketing strategies, financial condition and operations of all companies in the Maxis Group of Companies;
  - (v) any information or elements of a customer's profile and service usage data which may be reconstructed to identify a customer;
  - (vi) information that concerns the earnings or activities of Maxis or Maxis Group of Companies and information that is particularly sensitive (e.g. acquisitions and divestiture, new products or processes, audit reports and earning figures and trends) unless the same has been disclosed to the public by Maxis; and
  - (vii) all corporate, customers and employees' information belonging to Maxis.
- (e) Third Parties shall treat all confidential information particularly items (d) (iii) and (d) (vii) as strictly private and confidential and shall under no circumstances divulge such information to any persons unless required by law and through the proper channels.
  - (f) the obligation to preserve confidential information shall continue notwithstanding the termination/cessation of any Third Parties' contract with Maxis.
  - (g) Third Parties who are found guilty of breaching this clause shall be dealt with accordingly.

**B. Recording and Storing of Information**

- (h) Third Parties must not misrepresent or falsify any information submitted to Maxis, including personal information and data such as technical, operational, quality, safety and personnel records as well as any form of financial records.
- (i) All financial books, records and accounts must accurately reflect transactions and events, and conform both to required accounting principles and proper internal controls. No false or artificial entries shall be made.
- (j) All business records and communications must be clear, truthful and accurate. Third Parties must avoid exaggeration, guesswork, legal conclusions, opinions and derogatory remarks or characterizations of any persons or companies. This applies to communications of all kinds, including e-mails, "informal" notes or memos. Records should always be retained and destroyed according to and in compliance with the record retention policies and all legal requirements of Maxis.
- (k) Storage media containing confidential information or licensed or copyrighted software, must not be removed or taken off-site by Third Parties without the consent and approval from the data owner or the relevant Maxis Head of Department.

## **Customers**

### **1. Integrity and professionalism**

- (a) Maxis builds long-term relationships with its customers by demonstrating honesty and integrity. Thus, all marketing or advertising materials and content must be accurate and truthful. Misleading or false messages, omissions of important facts or false claims about competitors' offers will not be condoned under any circumstances.
- (b) Third Parties must at all times ensure the quality of their products or services to help maintain Maxis' reputation. In this regard, Third Parties must ensure that they comply with all quality and/or safety requirements imposed by the law or other regulatory bodies.

### **2. Relationship with customers**

- (a) Maxis ensures that all its dealings with its customers are conducted in the highest ethical and business standards. Third Parties must observe professionalism when interacting with customers face-to-face, through any form of correspondence or through telephone conversations.
- (b) Third Parties must also observe the right to privacy enjoyed by Maxis customers. Unless authorized by Maxis, Third Parties must not under any circumstances access Maxis' customer's accounts to obtain personal information such as home address, birth date, identity card details or any other customer information. Violation of this prohibition is a serious breach which may attract legal implications including but not limited to civil actions and criminal penalties.

## Other Parties

### 1. Bribery and Corruption

Maxis is committed to conducting its business professionally, ethically and with the highest standard of integrity. Maxis practices a zero-tolerance approach against all forms of bribery and corruption, and upholds all applicable laws in relation to anti-bribery and corruption. Therefore, it is fundamentally important for Maxis and any Third Parties to comply with, uphold and conduct its business in accordance with applicable laws in relation to anti-bribery and corruption.

In line with Maxis' policy against bribery and corruption, Maxis has put in place the Maxis Anti-Bribery and Corruption System (“**MABC System**”) to consolidate and manage elements, policies, objectives and processes in relation to bribery and corruption risks in Maxis. All Third Parties are expected to comply with the MABC System as well as any applicable laws in relation to anti-bribery and corruption. In this regard, all Third Parties shall have appropriate anti-corruption trainings, and if required, will attend anti-corruption trainings provided by Maxis. These include refresher trainings provided by Maxis which the Third Parties will also attend when requested.

It is the duty of all Third Parties to undertake periodic reviews and assessments to understand bribery and corruption risks and to ensure that they have adequate procedures in place to address such risks and that the procedures are kept up to date and remain efficient and effective.

Deliberate breach or circumvention of the principles of this policy or violation of this policy may result in disciplinary action, which may include a termination of employment relations in the case of contractors or consultants; revocation or termination of contract in case of Third Parties. Additionally, third parties are subject to loss of access privileges, unsatisfactory performance evaluation, sanction, accountability in a court of law, civil, and criminal prosecution.

Third parties must immediately report any real and/or suspected bribery or corruption to the Ethics Hotline Office or to the Maxis Ethics Office so that Maxis is able to investigate and take appropriate action against the perpetrators. Third Parties are discouraged from:-

- (a) discussing the matter with any persons unless specifically directed or authorized to do so by a member of the investigations team; and
- (b) investigating or determining the facts on their own.

Third Parties must cooperate with any investigation and provide accurate and truthful information. Third Parties must not disclose or discuss the fact that an investigation is being conducted or has been conducted and must not disclose the results of any investigation to anyone except if required by law, to employees of Maxis or law enforcement agencies who need to know in order to perform their duties.

### 2. Due Diligence

All Third Parties, including agents and intermediaries, are subjected to appropriate due diligence review process, unless exempted by Maxis. Third Parties are expected to provide full cooperation including accurate and truthful information, failing which may affect the business relationship with Maxis which include discontinuing such business relationship.

### 3. Conflicts of Interest

All business decisions and actions must be based on the best interests of Maxis and must not be motivated by personal considerations or relationships. Any relationships and friendships between a Third Party and any parties including Maxis employees, prospective or existing suppliers, contractors, customers, competitors or regulators must be declared to the Maxis Ethics Office.

### 4. Purchasing and Procurement Process

In particular during the purchasing or procurement process, any conflict of interest (or potential conflict) through relationships or friendships with people in other companies invited by Maxis to tender for any project must be declared to the Maxis Ethics Office. This includes situations where the Third Parties have relatives or friends working in the other companies.

Where there is evidence or even suspicion of improper behavior during the tender process or after its award, it must be reported to the Maxis Ethics Office either directly or through the Ethic Hotline, for appropriate action to be taken. Any report made in this regard will be treated with the utmost confidentiality unless required to be declared by law.

### 5. Giving and Receiving Gifts

As a general rule, Maxis practices a "No Gift Policy", whereby save as allowed under limited exceptions, Maxis prohibits the offering and receiving of gifts.

Any gift which:

- (a) is in the form of cash or cash equivalent, including vouchers, discounts, coupons, shares and commission;
  - (b) involves parties engaged in a tender or competitive bidding exercise;
  - (c) comes with a direct/indirect suggestion, hint, understanding or implication that some expected or desirable outcome is required in return for the gift; or
  - (d) is lavish and/or excessive or may adversely tarnish the reputation of Maxis,
- is strictly prohibited.

Gifts are only permitted in the following situations:

- (a) Offering gifts to Maxis
  - (i) Gifts offered to Maxis during Maxis official business events or functions; or
  - (ii) Gifts offered to Maxis during official Third Parties events or functions.
- (b) Receiving gifts from Maxis
  - (i) Gifts received during official Maxis events or functions;
  - (ii) Gifts received during official Third Parties events or functions;
  - (iii) Token gifts of nominal value with Maxis' logo as part of Maxis' brand building or promotional activities; or

- (iv) Gifts received in conjunction with any festive or occasion, limited to RM 250 only.

## 6. Hospitality and Entertainment

Maxis recognizes that it is a common practice to provide modest hospitality and entertainment to build and foster business relationships. However, all hospitality and entertainment offered and accepted by Third Parties must be unsolicited and must not be perceived as a form of bribery.

All Third Parties are strictly prohibited from offering and/or receiving hospitality and entertainment that is excessive, inappropriate, illegal or given in response to or in anticipation of a favourable business decision.

The general principle to remember in deciding whether to offer or accept hospitality and entertainment would be:

**“Would you be comfortable discussing the acceptance or giving of the gift with your manager and colleagues?”**

**If the answer is NO, then DON'T!**

## 7. Dealing with Public Officials

For the purposes of this Code, the term **“Public Official”** is defined broadly, to include:

- (i) any elected or appointed Public official (e.g., a legislator or a member of a Government ministry);
- (ii) any employee or individual acting for or on behalf of a Public Official, agency, or enterprise performing a governmental function, or owned or controlled by, a Government;
- (iii) any political party officer, candidate for public office, officer, or employee or individual acting for or on behalf of a political party or candidate for public office;
- (iv) any employee or individual acting for or on behalf of a public international organization;
- (v) any member of a royal family or member of the military; and
- (vi) any individual otherwise categorized as a Public Official under law.

**“Government”** is meant to include all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive).

In dealings with Public Officials and contracts:

- (a) all Third Parties dealing with Public Officials and contracts must be declared to Maxis;
- (b) Third Parties dealing with government officials and contracts on behalf of Maxis are responsible for knowing and complying with all applicable laws and regulations;
- (c) Third Parties are expected to cooperate with reasonable requests for information from government agencies and regulators, and to consult with the relevant Maxis divisions before responding to any non-routine requests;

- (d) all information provided must be correct and accurate;
- (e) Third Parties must not alter or destroy any documents or records in response to an investigation or other lawful request.

## **8. Facilitation Payment and/or Extortion Payment**

### **(a) Facilitation Payment**

“Facilitation payment”, often referred to as "*Duit Kopi*" is an illegal or unofficial payment made in return for services which the payer is legally entitled to receive without making such payment.

This usually occurs as a payment to a Public Official or person who has authority to grant certification, licenses, permissions or permits, in order to secure or expedite such process. It is important to note that facilitation payments do not necessarily involve cash or other financial asset, it may be in the form of any advantage with the intention to influence them in their duties.

All Third Parties are strictly prohibited from accepting or giving, whether directly or indirectly, any facilitation payments.

### **(b) Extortion Payment**

Extortion is the demanding of a gratification, whether or not coupled with a threat if the demand is refused.

All Third Parties are strictly prohibited from accepting or giving, whether directly or indirectly, any extortion payments.

## **9. Corporate Social Responsibility ("CSR") and Non-CSR Donations and Contributions**

Maxis supports CSR-related donations and contributions for institutions, platforms and individuals undertaking community or stakeholder initiatives in the areas of Education, Technology, Youth Empowerment, Environment Conservation and Good Governance. All donation and contribution requests, whether CSR or non-CSR related, will be reviewed against appropriate assessment criteria and guiding principles.

All donations and contributions are strictly prohibited in the following situations:-

- (a) Any donation or contribution request that comes with a direct/indirect suggestion, hint, understanding or implication that some expected or desirable outcome is required;
- (b) Any donation or contribution which is made directly or indirectly to a recipient as a way of influencing, reasonably perceived as influencing or obtaining an advantage in business transactions
- (c) Any donation or contribution that is illegal or in breach of any applicable laws; or
- (d) Any donation or contribution that is excessive or may otherwise tarnish the reputation of Maxis.

## 10. Fraud

Third Parties are responsible for recognizing and reporting any fraud, falsification of records or other irregularities. Supervisors should become familiar with the types of irregularities that might occur in their area of responsibility and must establish standards and procedures designed to prevent and detect irregularities

Fraud refers to any irregularity or suspected irregularity related to the business of Maxis or employees of Maxis or contractors/vendors or any other persons providing service or materials to Maxis. Irregularities include, but are not limited to, the following:

- (a) forgery or alteration of any document;
- (b) misappropriation, destruction, or disappearance of funds, inventory, supplies or other assets, whether tangible or intangible;
- (c) impropriety in the handling or reporting of financial transactions;
- (d) false, fictitious, or misleading entries or reports; or
- (e) false or misleading statements to those conducting investigation of irregularities

Third Parties must immediately report any suspected irregularity or act of fraud to the Ethics Hotline Office or to the Maxis Ethics Office so that Maxis is able to investigate and take appropriate action against the perpetrators. Third Parties are discouraged from:-

- (a) discussing the matter with any persons unless specifically directed or authorized to do so by a member of the investigations team; and
- (b) investigating or determining the facts on their own.

Third Parties must cooperate with any investigation and provide accurate and truthful information. Third Parties must not disclose or discuss the fact that an investigation is being conducted or has been conducted and must not disclose the results of any investigation to anyone except if required by law, by employees of Maxis or law enforcement agencies who need to know in order to perform their duties.

## 11. Safeguarding Maxis' Reputation

Establishing business relationships

- (a) Maxis will not engage in any business activities or work with parties who are likely to harm its reputation.
- (b) Maxis will avoid doing business with any Third Parties who intentionally and continually violate the law. All arrangements with Third Parties must conform and comply with the policies of Maxis and the law.
- (c) Maxis will not use Third Parties to perform any act prohibited by law or by this Code of Business Practice.

Attempts to obtain favourable treatment/ terms must be avoided

- (a) Third Parties must not make payments to other Third Parties to secure sales or obtain favourable terms or treatment.

- (b) Any assistance or entertainment given to employees must not compromise or even appear to compromise the integrity and reputation of Maxis.

## 12. Competitors

### Competitors' proprietary information, trade secrets, etc.

- (a) Third Parties are prohibited from stealing, procuring, obtaining or possessing any competitors' proprietary or trade secret information.
- (b) If any such information is obtained by mistake and the said information may constitute a trade secret or Confidential Information of another business, the Third Parties must consult Maxis' Legal Department immediately. Any questions about the legality of information gathering should also be directed to Maxis' Legal Department, as follows:

Address: Maxis' Legal Department  
Level 18, Menara Maxis  
Kuala Lumpur City Centre  
50088 Kuala Lumpur

Attention: Head of Legal

### Maintaining ethical practices in a competitive environment

- (a) Third Parties must never use any illegal or unethical methods to gain a competitive advantage (including obtaining information regarding competitors).
- (b) Maxis will sell and promote its products and services fairly and honestly.
- (c) Maxis will not use tactics that will unfairly undermine the products of a competitor (in advertisements, demonstrations or by disparaging comments or innuendoes).
- (d) Comparative advertising may only be used when comparing products of Maxis against the competitor's statements about their products.

## 13. Media

### Queries from media or other parties

- (a) To ensure professional and consistent responses, any requests from the media should be forwarded to the Maxis Corporate Communications Department. Third Parties are required to contact the Maxis Corporate Communications Department and obtain their approval before divulging any information to the media or outsiders.
- (b) Requests from financial analysts and shareholders of Maxis should also be treated in the same manner.

### Third Party Integrity Statement

To: **Maxis Broadband Sdn Bhd**

[please tick one]

We/I hereby agree to comply with the Maxis Code of Business Conduct for Third Parties ("**Maxis Code**").

We/I have in place our own code of business practice / conduct and anti-bribery & corruption policies and procedures including adequate controls and accurate records of transactions to meet the requirement of applicable laws ("**Third Party Compliance Policies**"), which we/I will provide to Maxis together with the submission of this Statement.

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During our/my business relationship with Maxis, we/I agree that we/I shall:

- (a) inform Maxis of any conflict of interest (or potential conflict) through relationships or friendships with Third Parties<sup>1</sup> and any parties including Maxis directors, employees, prospective or existing supplier, contractors, customers, competitors or regulators;
- (b) fully abide with the following and procure a similar commitment from our/my sub-contractors, suppliers and agents to abide by the same at all time:
  - all applicable laws on anti-bribery and corruption; and
  - the Maxis Code or Third Party Compliance Policies (whichever applicable).
- (c) not commit any act of bribery or corruption in all business activities under our/my control and in all business relationships (including those with government authorities, suppliers, distributors, customers and other third parties) and procure our/my sub-contractors, suppliers and agents not to commit the same; and
- (d) report any real and /or suspected incidents of bribery and corruption in all our/my business activities and dealings in relation to Maxis which comes to our attention and/or knowledge by contacting Maxis Ethics Hotline by (1) phone at 03-23306678; or (2) email to ethics@maxis.com.my; or (3) in writing to Maxis Ethics Office, Level 18, Menara Maxis, KLCC, 50088, Kuala Lumpur.

We further acknowledge and agree that failure to comply with the above may affect my/our business relationship with Maxis, which includes discontinuing such business relationship.

\_\_\_\_\_ (signature)

Name : \_\_\_\_\_  
Position : \_\_\_\_\_  
(Authorised Signatory)  
Date : \_\_\_\_\_

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<sup>1</sup> "**Third Parties**" means:

- (a) all contractors, consultants, personnel and/or their respective employees and/or agents, as the case may be, whether hired directly by Maxis or seconded by third party suppliers, vendors and/or service providers; and
- (b) all parties or entities engaging in business dealings with Maxis (excluding customers), including dealers, resellers, distributors, System Integrator (SI) Partners, and content/digital solution providers.