

Appendix 1
to the Decision of the Board of Directors
of Kazakhtelecom JSC
No. 2 dated February 11, 2022

Supplier Code of Kazakhtelecom JSC

This Appendix applies to the Supplier if, under all contracts with his participation, the total amount exceeds 200,000,000.00 (two hundred million) KZT per calendar year.

1. Anti-corruption requirements:

1.1. The Supplier and any individuals or legal entities engaged by the Supplier to fulfill obligations under the Agreement, including their employees, agents, consultants, contractors and subcontractors:

- 1) must not offer, promise, give, solicit or receive bribes or other corrupt payments, including to any official;
- 2) shall not, intentionally or negligently, take any action that could cause the Supplier or the Buyer or any of their direct or indirect shareholders, directors, officials or employees to violate the anti-bribery and anti-corruption laws of the Republic of Kazakhstan (hereinafter referred to as the “RK”);
- 3) must, throughout the term of this Agreement, carry out an action program to ensure compliance with the legislation of the Republic of Kazakhstan, which includes the introduction of a training and education program and the use of other appropriate measures to prevent and detect violations of the law;
- 4) must report that the official or his close relative has a direct or indirect property interest / control in the Supplier's company (this requirement does not apply to shareholders of a company listed on the stock exchange);
- 5) must inform the Buyer if the Supplier is or will become the employer of any government/quasi-government official and notify the Buyer immediately of any change in such relationship;
- 6) must accept payments from the Buyer, if only they are made in a non-cash form or by other traceable means of payment to the Supplier's bank account in the Supplier's country of registration or in the country of delivery of the procurement results;

7) must promptly notify the Buyer of any allegations of fraud, bribery, corruption or other illegal activities brought against the Supplier in the course of legal, arbitration or administrative proceedings, or in the event of an investigation into such allegations at any time during the term of this Agreement;

8) in the event that the Buyer has reasonable suspicions of violation (or possible violation) of the legislation of the Republic of Kazakhstan, they must interact in good faith with the Buyer and his representatives to establish the fact of such a violation;

9) agree that the verification may be carried out only by the Buyer's employees or by a third-party professional organization engaged by the Buyer on the basis of a relevant contract, provided that such an organization has entered into a confidentiality agreement on terms acceptable to the Supplier. All costs associated with the inspection shall be borne by the Buyer, unless the inspection reveals a material breach by the Supplier of the terms of this Agreement. In this case, all costs associated with its implementation shall be borne by the Supplier.

1.2. If the Buyer has objective suspicions and evidence of the Supplier's violation of the requirements of this Appendix, such violation is considered a material breach of the Agreement, and the Buyer has the right to suspend payments or terminate this Agreement without prejudice to the Buyer's rights under this Agreement or the legislation of the Republic of Kazakhstan, furthermore, in the event that any such violation entails, among other things, a violation of the rules in the field of criminal offense for the Buyer, this Agreement will be immediately suspended and/or terminated upon notice to the Supplier, notwithstanding any right to remedy such breach as may be provided elsewhere in this Agreement.

1.3. To implement the above requirements, the Supplier must ensure that any individual or legal entity engaged by the Supplier to provide services under this Agreement acts solely on the basis of a written agreement that provides for him responsibilities and obligations similar to those assigned to the Supplier in accordance with this Appendix; at the same time, the Supplier continues to be responsible for the observance and fulfillment by such persons of these conditions, as well as to be directly liable to the Buyer in case of their violation.

1.4. The Supplier undertakes to indemnify the Buyer and its direct and indirect shareholders, directors (this requirement does not apply to shareholders of a company listed on the stock exchange), officials and employees for all losses, including any civil or criminal sanctions or penalties incurred by them as a result of Provider's violation of the provisions of this Appendix.

1.5. In addition to any broader definition under the law, in this Appendix the term "official*" refers to:

- 1) any official, member or employee of a government agency or department (executive, legislative or administrative power);
- 2) any official, member or employee of an agency under a government agency (including regional government bodies, state-owned enterprises, and international government organizations);
- 3) a person acting in an official capacity for or on behalf of a public institution, body, agency or international governmental organization;
- 4) an official of a political party;
- 5) a candidate for a political or state post or a person appointed to such a post;
- 6) a government official or employee of a quasi-state, national, state, regional, local or international level;
- 7) any employee of a state or state-owned enterprise, educational institutions, healthcare institutions and other institutions.

*According to the Law of the Republic of Kazakhstan “On Combating Corruption”, the term Official shall include:

- 1) a person who permanently, temporarily or by special authority performs the functions of a representative of power or performs organizational and administrative or administrative and economic functions in state bodies, local governments, as well as in the Armed Forces, other troops and military formations of the Republic of Kazakhstan;
- 2) a person performing managerial functions in a state organization or a quasi-public sector entity - a person who permanently, temporarily or by special authority performs organizational and administrative or administrative and economic functions in these organizations.

1.6. All forms of corruption, including but not limited to: extortion, bribery, facilitation fees, nepotism and nepotism, fraud and money laundering are strictly prohibited.

1.7. The principles of fair competition and the free market must be respected. Business decisions should not be made based on or influenced by personal relationships and interests.

1.8. The Supplier undertakes to provide the Buyer with the disclosure and verification of information on all subcontractors and affiliates, as well as information on the registration of the ultimate beneficiary in offshore zones.

2. Corporate ethics

2.1. This section defines the main requirements for the Company's suppliers and third-party intermediaries and regarding their responsibilities towards various

stakeholders and the environment. The Supplier hereby acknowledges the following principles and ensures their recognition by any natural or legal persons engaged by the Supplier to fulfill obligations under the Agreement, including their employees, agents, consultants, contractors and subcontractors:

2.1.1. Compliance with the law

1) Comply with the laws and regulations of the Republic of Kazakhstan.

2.1.2. Human rights and working conditions

1) Ensure observance of human rights in accordance with the legislation of the Republic of Kazakhstan in the field of labor relations, avoiding the occurrence of reasons for and involvement in any violations of human rights.

2) Wages must be fair, in line with industry average wage levels and meet the basic needs of the individual, and must not be less than the minimum wage established by national legislation, including allowances and benefits. Overtime work must be paid at higher rates than regular wages.

2.1.3. environmental protection

1) Act in accordance with applicable government environmental standards. Minimize environmental pollution and continuously improve environmental protection measures.

2) Develop an appropriate environmental management system.

2.1.4. The principle of good faith

1. Anti-corruption and bribery:

1) In no way allow or participate, directly or indirectly, in any form of corrupt activity or bribery and not to give as a gift, offer or promise anything of value to government officials or private contractors in order to influence an official decision or gain an unreasonable advantage. This requirement also includes refusing to make or receive improper payments to expedite the decision-making process and/or simplify formalities.

2. Fair Competition, Antitrust and Intellectual Property Rights:

1) Act in accordance with national and international competition laws and not engage in price fixing, market or customer allocation, market sharing or bid rigging with competitors.

2) Respect the intellectual property rights of other parties.

3. Conflicts of interest:

1) Avoid and / or report within the company and for the information of the Company about all conflicts of interest that may affect business relations, and prevent the occurrence of such.

4. Countering money laundering and terrorist financing:

1) Not facilitate, directly or indirectly, money laundering or terrorist financing.

5. *Data privacy:*

1) Process personal data confidentially and responsibly, respect privacy and ensure that personal data is effectively protected and used only for lawful purposes.

6. *Export control and customs regulation:*

1) Comply with applicable export control and customs regulations.

7. *Affiliates of the Supplier*

1) In no way allow the participation of an individual or legal entity that has the right to determine decisions and (or) influence decisions made by the Supplier Buyer, including by virtue of this transaction made in writing, and any person or entity over which the buyer's supplier has such a right.

The Supplier shall notify the Buyer of any identified or suspected violation of the Supplier Code. This will not be used against the Supplier or subcontractor if they are acting in good faith. If anyone receives information or suspects or witnesses the commission of any activity that violates the Supplier Code, the relevant information must be transmitted by e-mail to http://:_____