

Supplier Code of Conduct

This Supplier Code of Conduct applies to all Suppliers of Telkom SA SOC Limited and its Group of Companies

Version: V4.0

Supplier Code of Conduct

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1 PURPOSE AND OBJECTIVES

- I. As one of the largest corporate buyers of goods and services in South Africa, Telkom SA SOC Limited and its group of companies (hereafter “Telkom”) deals with numerous Suppliers and spends billions of Rand a year on all commodities. The way that Telkom interacts, selects, and engage with Suppliers is extremely important to our business and reputation as a company that values honesty and integrity, not only from our employees but also our Suppliers.
- II. Telkom aims to ensure that all engagements and interactions with their Suppliers meets the following key objectives:
 - i. To ensure that all Procurement Activities follows a process which is sustainable, effective, efficient, competitive, ethical, and commercially responsible.
 - ii. To promote a culture of professional conduct of all employees that is respectful, trustworthy, and honest in dealing with Suppliers or partners throughout the entire Procurement Process.
 - iii. To maintain transparent, auditable, and accountable Procurement Activities and Processes.
 - iv. To focus on maximising Telkom’s relationships with Suppliers to meet Telkom’s partners, shareholders, and customers’ expectations.
 - v. To achieve excellence in Procurement underpinned by common processes, practices, and systems in an integrated uniform manner and in line with Telkom’s strategic goals.
 - vi. To ensure that all Procurement Activities and Processes complies with the applicable legislative requirements.
 - vii. To support Telkom’s drive to be a responsible corporate citizen through Environmental, Social and Governance (ESG), Broad-Based Black Economic Empowerment (B-BBEE) and Enterprise Supplier Development initiatives (ESD).
 - viii. To ensure compliance with the Telkom Group Ethics Handbook in relation to all Procurement Activities and Processes.
 - ix. To prevent any irregularities in Procurement Activities and Processes.

2 OWNERSHIP

- I. Group Procurement in consultation with the Telkom Company Secretariat Ethics Office will be responsible for the management and enforcement of this Supplier Code of Conduct with Suppliers to ensure that internal and external ethics performance is aligned to the same ethical standards.
- II. Ethics assurance shall be provided by the Telkom Group Internal Audit (“TGIA”) office.

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3 COMMUNICATION, TRAINING AND AWARENESS

- I. Group Procurement will communicate and promote the Supplier Code of Conduct internally and externally to relevant stakeholders and provide appropriate training and guidance to support the implementation thereof.
- II. It is the responsibility of Suppliers to bring the content of this Supplier Code of Conduct to the attention of all parties within their area of control (including all applicable employees and sub-contractors) and to ensure the effective implementation of the standards, provisions and guidelines as contained herein.

4 APPLICABILITY AND SCOPE

- I. The Supplier Code of Conduct sets out the minimum standards to be adhered to by all Suppliers in dealing with Telkom while the principle of continuous improvement applies to all aspects thereto.
- II. The Supplier Code of Conduct is applicable to all Telkom Suppliers, Service Providers, Contractors, Consultants, appointed Agents, and prospective Suppliers (hereinafter referred to as "Supplier" or "Suppliers"), their employees (be they temporary, permanent or on contract) and subcontractors.
- III. Telkom requires all Suppliers to conduct their business dealings with Telkom on an ethical and responsible basis, and in compliance with all relevant laws, regulations, and standards in the countries in which they operate.
- IV. All Suppliers must read the Supplier Code of Conduct and certify in the attached declaration form that they have acquainted themselves and will comply with the content thereof. Any contract with a Supplier shall automatically incorporate the signed declaration
- V. The Supplier declaration shall also form part of the application process to be registered as a vendor on the Telkom supplier database.
- VI. Telkom recognises that local laws may in some instances be less restrictive than the provisions of this Supplier Code of Conduct. In such instances Suppliers are expected to comply with the provisions of this Supplier Code of Conduct. If local laws are more restrictive than this Supplier Code of Conduct, then Suppliers are expected to comply with applicable local laws.

5 CODE OF CONDUCT

5.1 Relations with Competitors

- I. Suppliers will be required to comply with the Consumer Protection Act 68 of 2008 and the Competition Act 89 of 1998 and will not engage in any anticompetitive or restrictive trade practices.
- II. Suppliers will at all times act in a manner that will uphold and encourage healthy competition.

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5.2 Bidder and Supplier Commitment

- I. Bidders and Suppliers commits themselves to take all measures necessary to prevent corrupt activities, unfair and unethical means during any stage of the Procurement Process or during any ensuing contract stage in order to secure the contract or in the furtherance to secure the contract.
- II. Suppliers will interact with Telkom personnel in a professional manner and ensure to engage Telkom personnel through appropriate channels.
- III. No Supplier will be permitted in the office space of Telkom without an accompanying Telkom employee.
- IV. Suppliers are required to strictly adhere to the applicable escalation processes.

6 MONITORING AND REPORTING

6.1 Reporting

- I. Telkom and its Suppliers will use reasonable endeavours to provide their employees and other stakeholders with confidential means to report any actual or potential breach of this Supplier Code of Conduct.
- II. Telkom Group Fraud is responsible for managing fraud risk within the Telkom Group. Their responsibility includes preventing, detecting, and investigating fraud and irregular conduct and reporting to management. Fraud and irregular conduct can be reported by using any of the following channels:
 - i. Phone the 24-hour Telkom Crime Hotline at 0800 124 000
 - ii. The Be Honest website using the whistle-blowers WhatsApp Hotline by simply sending a message to 081 222 5999
 - iii. Write a letter to the Telkom Crime Hotline at Hotpost address: BNT 165, Brooklyn Square, 0075.

6.2 Monitoring

- I. Group Procurement will monitor the implementation of this Code.
- II. Telkom reserves the right to conduct, or appoint a third party, to conduct risk assessment processes as it considers appropriate in relation to any Supplier (including in relation to the members, indirect members, affiliates, directors, senior management and business associates of the respondent), at any stage prior or during the contract life cycle, i.e. the bid evaluation and award process.

7 DATA PROTECTION

- I. All information obtained during any Procurement Process or Activity shall be treated in compliance with the terms of the Protection of Personal Information Act No.4 of 2013.
- II. The use of Data and implementation of Data protection measures are critical to Telkom, Suppliers and their Sub-contractors must comply with all data processing requirements as are dictated by the Protection of Personal Information Act, 4 of 2013 and any equivalent data protection law applicable to the jurisdiction where the Supplier provides services and the requirements of all applicable codes of conduct.

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- III. Suppliers shall protect Telkom's confidential and sensitive information, including that of Telkom's employees and customers and have controls in place to protect the information from being misused, accessed, or acquired by an unauthorised person.

8 SUB-CONTRACTORS

- I. Suppliers shall be responsible to ensure that their sub-contractors are not only aware of, but fully compliant to the provisions of this Supplier Code of Conduct.
- II. Telkom reserves the right to instruct Suppliers to terminate the services of their sub-contractors on basis of non-compliance to this Code.
- III. Sub-contractors shall adhere to the applicable Supplier escalation processes in its engagement with Telkom.

9 PREVENTION OF CORRUPT ACTIVITIES, CONFLICTS OF INTEREST, GIFTS, OTHER COURTESIES

9.1 Prevention of Corrupt Activities

- I. Telkom promotes an organizational culture that is committed to the highest level of honesty and ethical dealings and will not tolerate any fraud, theft, or corrupt activities.
- II. Telkom as a good corporate citizen is committed to comply with the Prevention and Combatting of Corrupt Activities Act 12 of 2004 ("PCAA"). It is therefore important to Telkom that Suppliers and any 3rd parties appointed by the Supplier, align their business practices in compliance to this Act.
- III. Suppliers shall not make or offer bribes or payments in the form of money or value to any Telkom employee or any other person for the purpose of obtaining or retaining business with Telkom.

9.2 Gifts and other business courtesies

- I. Suppliers shall not offer to any Telkom employee or appointed Agent any gift, business courtesy, hospitality or any other inducement that may influence them in their decision making responsibilities, or that may be perceived to influence them in their decision making responsibilities, notwithstanding any provision of the Telkom Group Ethics Handbook.
- II. A zero-tolerance policy to receive and offer gifts and gratification is applicable to all employees within the Group Procurement and various procurement functions.
- III. Suppliers shall not offer money, property, immovable assets, irrespective of the value or, gifts cards or vouchers, loans, shares or share options, above the value of R1 000 in retail value, and hospitality packages above the value of R5 000.00 in retail value, or provide preferential treatment or favour to any Telkom employee, contractor or agent.
- IV. Bidders and Suppliers shall not offer a gift or hospitality packages to the same Telkom employee more than once within a 12-month period irrespective of the value.
- V. The Telkom Group Ethics Handbook is available on the Telkom website, which code of conduct rejects the use of bribes and any other dishonest or unethical behaviour and Bidders and Suppliers will not commit offences outlined therein or instigate third parties to commit offences outlined therein or be an accessory to any such offences.
- VI. Suppliers will be required to submit annual reports specifying any gifts, courtesy, hospitality or any other inducement offered to Telkom employees or appointed Agents,

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or confirm that no such gifts or gratifications were offered irrespective if within the appropriate retail value indicated above or not.

9.3 Conflict of Interest

- I. No Supplier shall enter into a financial or any other relationship with a Telkom employee or Telkom appointed agent that creates a conflict of interest for Telkom.
- II. A conflict of interest arises when the personal interests of the Telkom employee or Telkom appointed agent could be seen to have the potential to interfere with their objectivity in performing their duties or exercising their judgment on behalf of Telkom.
- III. All Suppliers shall declare any interest between itself and Telkom, irrespective if such declaration implies or is deemed to be a conflict.

10 EMPLOYEMENT RELATIONS

Suppliers will comply with all local laws as well as international laws, where applicable, relating to labour, employee health and safety and wages, specifically the Labour Relations Act 66 of 1995, the Basic Conditions of Employment Act 75 of 1997, Employment Equity Act 55 of 1998 and the National Minimum Wage Act 9 of 2018 and regulations.

10.1 Child Labour and Employment Relations

- I. Suppliers and their Sub-contractors will not employ a labour child:
 - i. who is under 15 years of age; or
 - ii. who is under the minimum school-leaving age in terms of any law; or
 - iii. that is inappropriate for a person of that age; or
 - iv. that places at risk the child's well-being. education. physical or mental health, or spiritual, moral, or social development.
- II. The Supplier must have robust age verification checks in place to ensure this policy is upheld.
- III. If the age of an employee is a relevant factor for which insufficient evidence is available, the Supplier and their sub-contracts shall be required to prove that it was reasonable for them to believe, after investigation. that the person was not below the permitted age.
- IV. Employment Contracts
 - i. All employees shall be provided with written and understandable information about their terms and conditions of employment conditions, in particular wages/salaries, benefits and working hours.
- V. Deductions
 - i. Using deductions from basic wages as a disciplinary measure is prohibited. Disciplinary measures must be based on documented disciplinary procedures that are communicated to all staff. All instances of disciplinary action shall be recorded.
- VI. Privacy
 - i. The Supplier shall protect the employees' privacy whenever the company gathers employee information for genuine use and in line with the Protection of Personal Information Act 4 of 2012 ("POPIA").

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VII. Immigration Compliance

- i. The Supplier may only engage workers who have a legal right to work. If the Supplier engages foreign or migrant workers, such workers must be engaged in full compliance with the immigration and labor laws of the host country. The Supplier and its sub-contractors must adhere to The Immigration Act,13 of 2002.

VIII. Grievance Processes

- i. The Suppliers shall have a formal grievance mechanism for workers to report incidents of harassment, abuse, breaches of privacy or other concerns. All grievances should be investigated, and appropriate action taken to address the issues raised and to prevent any further occurrence.

10.2 Forced Labour, Disciplinary Practices and Elimination of Discrimination

- I. Suppliers shall ensure that all work is voluntary. The Supplier shall not use any enslaved, involuntary, forced, prison or debt bondage labor of any kind. The Supplier will not be involved in human trafficking activity or any activity that promotes modern slavery. The Supplier shall not use any corporal punishment, physical or psychological abuse, or threats of violence or coercion to secure or keep its employees.
- II. Suppliers shall not require employees or workers to lodge “deposits” or their identity papers.
- III. Suppliers shall treat workers with respect and dignity and ensure workers are not subjected to any form of physical, sexual, psychological, or other form of harassment or abuse.
- IV. Suppliers shall ensure that a formal process is in place whereby workers are free to express their views about their workplace conditions without fear of retribution or losing their jobs.

10.3 Diversity

- I. Suppliers shall ensure that their working environment is inclusive and supportive for their employees and its sub-contractors.
- II. Suppliers shall not negatively discriminate against any employee. Examples of discrimination include but are not limited to discrimination based on race, tribe, colour, sex, marital status, disability, pregnancy (except where required by applicable laws or regulations or prudent for workplace safety) and any other characteristic protected by local law, as applicable.

10.4 Freedom of Association

- I. Suppliers will allow and respect their employees’ right to form or join trade unions of their own choosing and to bargain collectively, within the provisions of the Labour Relations Act 66 of 1995.

10.5 Wages and benefits

- I. Suppliers will meet minimum wage requirements and will ensure that all statutory deductions as required under any local laws are complied with.
- II. Payment will be in line with industry norms and at least national minimum wage.

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- III. Working hours and overtime levels must be humane and safe. All overtime must be voluntary.
- IV. Workers must receive annual leave and public holidays in accordance with local laws.
- V. Suppliers shall respect employees' right of freedom of association, including right to collective bargaining, and right to join a trade union.
- VI. Suppliers will ensure that working hours as provided for in any employment legislations or regulations in force from time to time, or in any collective bargaining agreement entered into with the employee's trade union, are observed.

11 HEALTH AND SAFETY

- I. Suppliers shall comply with all applicable statutory health and safety legislation when applicable in the execution of any Telkom related activities, be it with regards to the provision of goods or services. Including Acts, Regulations, Notices and South African National Standards in the absence of the said Acts, Regulations and Notices. In addition, Suppliers shall comply with all local health and safety by laws and regulations where and when applicable in the execution of any Telkom related activities, be it with regards to the provision of goods or services.
- II. The Supplier shall obtain, keep current, and comply with all required permits and laws regarding health, safety, hygiene, sanitation, fire safety, electrical, mechanical, and structural safety. The Supplier shall have a structured health and safety management system in place.
- III. Confirmation of compliance to the Compensation Occupational Injuries and Diseases Act (COID) requirement, shall be through the continued submission of a valid Letter of Good Standing from the Compensation Commissioner as stipulated in Section IX of the COID Act as long as the contract or agreement is in place. Suppliers shall be required to annually submit a valid Letter of Good Standing.
- IV. Compliance to Telkom Group's Health and Safety requirements shall be through the signing of the "Agreement on Occupational Health and Safety in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 as amended".
- V. A supplier must have a system for recording and investigating accidents, near misses and first aid events. This investigation will include a root cause analysis and preventative and corrective actions to prevent reoccurrence. The supplier is prohibited from taking punitive measures against its employees for reporting or having accidents, near misses or first-aid events, unless the employee is shown to be wilfully negligent.
- VI. Telkom shall be entitled to terminate any Suppliers agreement on the basis of non-compliance to any Health and Safety related legislation.
- VII. Telkom shall provide suppliers with a health and safety specification and suppliers will be required to provide a SHE file including the Covid19 safety measures within the agreed timeframes.

12 ENVIRONMENTAL MATTERS AND THE COMMUNITY

- I. Suppliers shall comply with all local environmental legislation such as: Acts, Regulations, Notices and South African National Standards where and when applicable in the execution of any Telkom Group related activities, be it goods or services.

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- II. Telkom requires of its Suppliers to play an important role in improving and promoting a clean environment by expedient use of environmentally friendly raw materials during product manufacture or service provisioning. The reduction of its carbon footprint and auditable waste management by Suppliers should be in line with acceptable standards as stipulated on the Telkom SHE Policy.
 - i. The Supplier shall be required to have a SHE policy in place as part of their contract obligations .
- III. Environmental Permits and Reporting
 - i. The Supplier must obtain, maintain, and keep current all required environmental permits (e.g., discharge monitoring), approvals and registrations.
- IV. Hazardous Waste Management
 - i. The Supplier must effectively identify and manage the safe handling, movement, storage, and disposal of chemicals and other substances that pose a threat to the environment, including providing workers with appropriate training on the safe handling and disposal of hazardous substances.
- V. Management of Environmental Impact
 - i. The Supplier should manage compliance, minimize environmental impact, and drive continual improvement through the implementation of a Supplier management system.
- VI. Monitoring and Measurement
 - i. The Supplier should develop robust means by which it identifies and monitors the environmental impacts of its activities. This should include use of materials, waste, and emissions. The Supplier must be able to demonstrate compliance with permits and show effective control of its impacts.
- VII. Suppliers shall engage with communities and invest in society in a way that makes effective use of resources including the support for charitable organisations.
- VIII. If a Supplier is subject to enforcement action, e.g. fines or prosecution as a result of compliance failure, these will be notified to Telkom within 30 days of receiving such a fine.

13 CONFLICT MINERALS

- I. Minerals are used to produce tantalum, tin, tungsten, and gold (4TG) that can be found in electronic devices. These minerals may be mined in war-torn or political unstable areas and the proceeds of sales of these minerals may be used to fund conflict, insurgency, and human rights violations.
- II. Telkom view activities which could contribute or cause to contribute to human rights violations as unacceptable and aim to use 4TG minerals from responsible sources and work with our Suppliers to perform appropriate due diligence to identify and remove conflict minerals from our supply chain while adhering to and following all applicable laws in relation to conflict minerals.
- III. Suppliers are required to identify and advise Telkom whether any products or materials supplied to Telkom contain tantalum, tin, tungsten, or gold.
- IV. Telkom will engage with in-scope Suppliers to perform formal due-diligence via the Conflict Minerals Reporting Template and to collect Reasonable Country of Origin

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information. Suppliers responses will be reviewed, analysed, and incorporated in our annual reporting.

14 COMPLIANCE AND IMPLEMENTATION

14.1 Business Licences

The Supplier will be required to obtain and renew in accordance with any laws or regulations, all permits, licences, and authorisations required for it to carry out its business.

14.2 Taxation, Financial Integrity and Retention of Records

- I. Suppliers shall comply with all local tax laws.
- II. Suppliers are required to maintain accurate and reliable financial and business records and shall not have any false or inaccurate accounting books or records related to Telkom for any reason.
- III. Suppliers shall maintain all business records in compliance with the provisions outlined by the South African Revenue Tax Authority (SARS) and local revenue authorities as amended from time to time.
- IV. Suppliers will not destroy any relevant records pending or during any government investigation until the matter has been investigated in full and closed.
- V. Suppliers are required to ensure a secure and accessible manner for the storage of all records in accordance with the retention periods of applicable legislation.

14.3 Risk Management

- I. Suppliers shall document and implement controls to identify, assess and manage risks in all areas as addressed in this Supplier Code of Conduct.

14.4 Broad – Based Black Economic Empowerment (B-BBEE)

- I. Telkom promotes the principles of Broad-Based Black Economic Empowerment and the development of black owned and black woman owned enterprises that are Exempted Micro Enterprises (EME), Qualifying Small Enterprises (QSE) or Suppliers with a minimum Level 3 Broad-Based Black Economic Empowerment contribution level, and Suppliers are urged to align their businesses to meet the requirements of the Broad Based Black Economic Empowerment Codes of Good Conduct.

14.5 Brand Matters

- I. Telkom Intellectual Property, including name and brand and any depiction of the logo, shall not be used by a Supplier or it's sub-contractors for any other matter whatsoever except for the provision of the goods or services contracted.
- II. Any use of Telkom Intellectual Property-Rights including name, brand, and any depiction of the log, must be in accordance with the terms and conditions of the contract signed by Telkom and the Supplier.
- III. Suppliers should always act in such a manner that they do not directly or indirectly damage the Telkom brand through the execution of their contract and engagement with Telkom.

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14.6 Duty to Report

- I. All Supplier employees and sub-contractors shall promptly report any suspected improper conduct which they may become aware of, including any alleged fraud or corruption, to the relevant Telkom line manager, the Group Executive Procurement Services or the Telkom Corruption Hotline, depending on the nature of the incident.
- II. Suppliers will use their reasonable endeavours to provide its employees and other stakeholders with a confidential means to report any actual or potential breach of this Supplier Code of Conduct.
- III. Matters can be reported to the Telkom Group Crime Hotline at 0800 124 000 or by contacting Telkom Group's Ethics Office at ethics@telkom.co.za.

14.7 Interface between Telkom and the Supplier

- I. Procurement Services shall be the interface between Suppliers, Telkom, and end-users with regards to all Procurement Activities or Processes.
- II. Suppliers shall not make any commercial or contractual commitment to any Telkom employee, end-user, or customer, or engage in any negotiations, without the involvement of Procurement Services.

14.8 Audit Rights

- I. Telkom may at its discretion and cost audit the Supplier's compliance with this Supplier Code of Conduct, or any subsequent signed agreement with Telkom, including audits of the Supplier's premises and systems as applicable and relevant. Telkom may further request supplier self-assessments on the Supplier's compliance with this Supplier Code of Conduct.
- II. Audits shall be carried out with reasonable prior notice to the Supplier and in a manner so as to cause as little disruption as possible to the business operations of the Supplier in the delivery of any products or rendering of any services to Telkom.
- III. Suppliers will be required to provide Telkom with reasonable access to all relevant information and premises for the purposes of assessing compliance against this Supplier Code of Conduct or any applicable laws and regulations.

14.9 Conclusion

This Code constitutes the entire understanding between the parties and supersedes any prior written or oral agreement or understanding with respect to the subject matter hereof.

15 ENFORCEMENT AND VIOLATION

- I. Compliance to this Supplier Code of Conduct will be monitored on a regular basis and the results reviewed by designated forums. Any breach will be treated as a serious offence and may be subject to disciplinary, corrective, or legal action depending on the nature and severity of the offence.
- II. Telkom may, in addition to remedies provided in law and contract, impose any or any combination of the following actions where a Supplier fails to perform or to meet contractual terms or has acted in a manner contravening the Supplier Code of Conduct or South Africa laws:

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- i. Restrict the Supplier from doing business with Telkom (either in relation to volumes or value of potential future Tenders or Purchase Orders) for a specific period of time.
 - ii. Disqualify the Supplier from participation in any tender process.
 - iii. Recover all costs, losses, and damages it has incurred or suffered resulting from that Supplier's conduct.
 - iv. Cancel the Contract and claim any damages which it has suffered resulting from having to make less favourable arrangements due to such cancellation.
 - v. Forward the matter to the relevant authority for criminal prosecution.
- III. Where a Supplier has submitted false information, made a misrepresentation or has been convicted of a corrupt or fraudulent act in competing for a contract or at any time during the execution of that contract, Telkom may in addition to any other remedy it may have against the Supplier impose any or any combination of the following actions:
 - i. Cancel the Contract.
 - ii. Disqualify the Supplier from the tendering process.
 - iii. Recover all costs, losses, or damages it has incurred or suffered resulting from the Supplier's conduct.
 - iv. Restrict the Supplier from obtaining business from Telkom for a period not exceeding 10 years.
 - v. Forward the matter for criminal prosecution
- IV. A claim of ignorance as to the existence, contents or application of the Supplier Code of Conduct shall not be grounds for justification of non-compliance.
- V. Any uncertainty as to the provisions of the Supplier Code of Conduct (including policies and documents referenced herein) or any duty detailed herein shall be directed to the Senior Manager: Group Procurement Supplier and Relationship Management at procurementcomms@telkom.co.za.

16 DISPUTES

- I. Any disputes by persons aggrieved by any Procurement Activities must be referred to the relevant Procurement Lead.
- II. Disputes that impact the Procurement Lead must be referred to the Group Executive Procurement Services for resolution.
- III. Disputes that impact the Group Executive Procurement Services must be referred to the Telkom Chief Financial Officer or the Telkom Chief Executive Officer for resolution.

17 VARIATION AND AMENDMENT

Telkom reserves the right to vary this Supplier Code of Conduct at any time. Any variations to the Supplier Code of Conduct will be communicated to all interested parties.

18 LAWS AND REGULATIONS

For the laws and applicable regulations refer to Appendix A of this document.

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19 DEFINITIONS, ABBREVIATIONS AND ACRONYMS

For definitions, acronyms and abbreviations refer to Appendix A of this document.

20 EXCEPTIONS

There are no exceptions allowed for this Supplier Code of Conduct.

21 BIDDER AND SUPPLIER DECLARATION: SUPPLIER CODE OF CONDUCT

- I. By accepting this commitment form, I confirm that I acquainted myself and agree with the content hereof.
- II. Furthermore, should I become aware of any violation of the Code, I undertake to report it, by making use of the channels that Telkom has created for this purpose.
- III. I confirm that I:
 - i. Have read the Telkom Supplier Code of Conduct.
 - ii. Understand the Telkom Supplier Code of Conduct; and
 - iii. Will comply with the Telkom Supplier Code of Conduct.

Signed on this _____ day of _____ 20____ at _____

Herein represented by _____ (full name and surname)

in their capacity as _____ (designation) and duly authorised by

(Company Name) _____.

Signature: _____

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22 APPENDIX A: DEFINITIONS, ACRONYMS, REFERENCE DOCUMENTS, LAWS & REGULATIONS

22.1 Definitions

| Definitions | Description |
|-----------------------------------|---|
| Agent | Means any person other than an employee of the Supplier who acts on behalf of the Supplier with the relevant authority |
| Code | Means the Supplier Code of Conduct as contained within this document |
| Company or Telkom or Organisation | Means Telkom SA SOC Limited, a listed company with registration number 1991/005476/30 (including all Business Units) and all subsidiaries in which Telkom has a controlling interest |
| Data | Means any information which may be provided by the Telkom Group to the Supplier or processed by the Supplier on behalf Telkom Group including personal information as amplified by the definition set out in the Protection of Personal Information Act 4 of 2013 and/or any equivalent data protection law applicable. |
| Procurement | Means all the activities required to procure or obtain products, materials, works, goods, services, or infrastructure delivery for Telkom |
| Procurement Activities | Means all the strategic, management or administrative activities relating to Procurement in Telkom including but not limited to: <ul style="list-style-type: none"> i. Category Strategy Development ii. Strategic Sourcing iii. Transactional Sourcing iv. Contract Administration v. Contract and Supplier Performance Management vi. Supplier Relationship Management vii. Supplier Contraventions and Dispute Management viii. Procurement Analytics and Performance Management Risk Management |
| Procurement Process | Means the process or system, as set out in this Policy or the Group Procurement Manual for the Procurement in Telkom, or any other process performed by or under control of Procurement Services |
| Procurement Services | Means the Telkom Procurement Service Department |
| Procurement System | Means the digital application that is used to regulate and execute the Procurement Processes |
| Supplier(s) | Means any natural or juristic person that provides works, goods, products, materials, labour, or services, including consultants, contractors and service providers as may be applicable (including potential future suppliers) |

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|------------------------|---|
| Telkom or Telkom Group | Means Telkom SA SOC Limited, a listed company with registration number 1991/005476/30 and all subsidiaries in which Telkom has a controlling interest |
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22.2 Acronyms

| Acronyms and Abbreviations | Description |
|----------------------------|-------------|
| | |
| | |

22.3 Reference Documents

- I. Telkom Group Ethics Handbook

22.4 Laws and Regulations

- I. All Suppliers and their employees, representatives, and sub-contractors shall comply with all applicable legislation, codes, and regulations, including but not limited to the below:
 - i. Broad-Based Black Economic Empowerment Act 53 of 2003 (“B-BBEE”)
 - ii. Compensation Occupational Injuries and Diseases Act (COID)
 - iii. Competition Act 89 of 1998
 - iv. Competition Amendment Act 18 of 2018
 - v. Consumer Protection Act 68 of 2008
 - vi. Labour Relations Act 66 of 1995
 - vii. Occupational Health and Safety Act 85 of 1993
 - viii. Prevention and Combatting of Corrupt Activities Act 12 of 2004
 - ix. Promotion of Access to Information Act 2 of 2000
 - x. Protection of Personal Information Act 4 of 2013 (“POPIA”)
 - xi. The Protected Disclosures Act 26 of 2000
 - xii. Any other relevant legislation or applicable common law provisions