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Annex No. 2
to the Decision of the
Freedom Telecom Operations
LLP Management Board
dated May 27, 2024
(Protocol No. 14)

Freedom Telecom Operations LLP Supplier Code

Status	Document developed by	Document owned by
Division	Compliance Service	Chairman of the Management Board
Full name	M.E.Tleumbet	K.B.Akhmetov
Signature		
Date	May 27, 2024	May 27, 2024

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1. BASIC PROVISIONS

1.1. The Freedom Telecom Operations LLP (hereinafter referred to as the Partnership) Supplier Code is aimed at ensuring that all suppliers of the Partnership comply with the principles of this Code, as well as the basic principles established by the Partnership's internal documents within the framework of commitment to high ethical standards, principles of open and procedural fairness, as well as fundamental aspects of sustainable development.

1.2 Partnership Suppliers shall comply with the requirements of the legislation of the Republic of Kazakhstan, other applicable legislation and the Partnership's internal documents in the field of procurement posted on the Partnership's official Internet resource.

1.3. Suppliers are business partners, vendors, suppliers, agents, contractors, liaisons, resellers, distributors, third party service providers, attorneys, and other contractors.

2. GENERAL OUTLINE

2.1. Partnership Suppliers shall comply with the following:

- 1) do not allow corruption in their work;
- 2) prohibit employees, representatives and joint contractors/subcontractors under agreements with the Partnership to commit commercial bribery and other actions of a corrupt nature;
- 3) exclude all forms of illegal forced labor;
- 4) exclude child labor;
- 5) exclude discrimination of any kind, including with regard to employment and labor activities;
- 6) comply with the provisions of the legislation of the Republic of Kazakhstan concerning working time and rest of employees;
- 7) comply with the norms of the legislation of the Republic of Kazakhstan relating to the minimum wage;
- 8) comply with the labor legislation of the Republic of Kazakhstan and (or) other country of operation;
- 9) Respect and honour the human rights established by the Universal Declaration of Human Rights adopted by the United Nations. Suppliers shall refrain from contributing to any violation of human rights and shall at all times respect the personal dignity, privacy and rights of each individual. Suppliers shall have zero tolerance for any form of unacceptable treatment of workers, including but not limited to moral pressure, violence, violation of the rights of disables, slavery and sexual harassment;

10) act in accordance with applicable environmental standards and comply with applicable environmental laws by exercising due diligence in their operations. Suppliers are required to strive to minimize environmental pollution. Innovative changes in products and services that improve the environmental or social state, as well as the use of environmentally friendly technologies, shall be fully supported. Suppliers shall take corrective measures in such areas of work that have adverse impacts for human life and health, nature and the environment;

11) comply with labor health and safety requirements, ensure safe working conditions.

3. LABOR STANDARDS

3.1. The Partnership Supplier shall provide all employees with proper working conditions and ensure the fulfilment of all labor rights of the employees.

3.2. Any discrimination is prohibited regardless of the grounds, including employment and work activity, sexual identity or gender, nationality, citizenship, race, skin colour or ethnicity, religion, age, language, family, social and parental status, property and official position, membership of public associations and political motives, pregnancy, disability, as well as other circumstances not related to the employee's business qualities and the results of his/her work.

3.3. It is prohibited to employ individuals not reached the minimum age of employment required by applicable law. The Partnership Suppliers shall not use the labor of children or minors, except where an employment contract is permitted under applicable law.

3.4. All employees of the Partnership Supplier must have a signed employment or service contract in a language they understand.

The employment contract should set out all essential terms and conditions, including working hours, compensation for overtime, notice period, wages and frequency of payments, and other terms and conditions stipulated by applicable law.

3.5. The Partnership Suppliers shall comply with the legal regulations concerning working hours and rest of employees and other employer's obligations.

3.6. The Partnership Suppliers shall comply with the regulatory legal acts of the Republic of Kazakhstan concerning the minimum wage established by the legislation of the Republic of Kazakhstan. Overtime work, work on weekends and holidays or at night shall be paid at an increased rate in accordance with the terms and conditions of labor or collective employment agreements and (or) employer act.

3.7. All forms of illegal forced labor are excluded. It is prohibited to oblige workers to leave cash or original identity documents or their equivalents as collateral. Employees shall have the right to move freely and, in exceptional cases and for a valid reason, to leave the workplace established by the labor contract in agreement with the manager during working hours. No one shall be subjected to physical punishment, unlawful detention,

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physical, sexual and/or psychological harassment.

3.8 The procedure for withholding from wages shall be established in accordance with the labor legislation of the Republic of Kazakhstan.

3.9. The Partnership Suppliers shall show respect for the freedom of association for their employees in accordance with applicable law.

4. ETHICAL PRINCIPLES

4.1. The Partnership Suppliers shall strictly comply with all requirements of the legislation of the Republic of Kazakhstan related to their activities, including:

1) **competition**: compliance with the current legislation of the Republic of Kazakhstan concerning competition on equal conditions;

2) **corruption control**: compliance with the current legislation of the Republic of Kazakhstan related to the corruption control. The Partnership Suppliers shall not offer on their own behalf or on behalf of the Partnership, directly or indirectly, any material or other incentives to the Partnership's employees and third parties in order to obtain or retain business, or to acquire funds or benefits;

3) **money laundering**: compliance with the legislation of the Republic of Kazakhstan concerning money laundering. The Partnership Suppliers shall not be involved in or support money laundering practices;

4) **conflict of interest**: prevention, identification and detection of situations in which there is an actual or potential conflict of interest regarding the Partnership employees or their relatives, which could adversely affect their business activities or decisions;

5) **gifts and expression of gratitude**: refusal to give gifts and expressions of gratitude to the employees of the Partnership. The Partnership rejects all gifts and expressions of gratitude if they exceed a justified symbolic value, as well as casual and obvious gifts and expressions of gratitude and cannot be reimbursed in the same way.

5. ETHICS AND BUSINESS BEHAVIOUR STANDARDS

5.1. All forms of corruption, including extortion, bribery, facilitation payments, fraud, money laundering and nepotism are strictly prohibited in the activities of the Partnership Supplier.

5.2 Partnership Suppliers shall prohibit their employees from offering, requesting, giving or accepting, directly or indirectly, payments, gifts or favors in exchange for favorable treatment in order to influence a transaction or to obtain personal or business advantages. This requirement applies to both family members and staff of the Partnership Suppliers and their joint contractors.

5.3. The Partnership Suppliers shall comply with the principles of fair competition and free market. Business decisions shall not be made with regard to or influenced by personal relationships and interests.

5.4. The Partnership Suppliers shall make every effort to identify and prevent situations in which there is an actual or potential conflict of interest regarding the Partnership Suppliers' employees and the Partnership employees or their relatives, which may adversely affect their business reputation or decisions.

Gift means an item of any value, benefit or advantage received by an employee from any third party or given to a third party by an employee of the Partnership on behalf of the Partnership on a gratuitous basis in the course of the employment of the Partnership employees or in connection with a business relationship existing between the Partnership and the third party.

The Partnership allows:

- gifts and expressions of gratitude from/for a Supplier who is not a public authority/public servant with a value not exceeding the equivalent of 50,000 tenge per individual;
- invitations to events organized by the Suppliers or the Partnership to demonstrate their solutions and activities, conferences, any other business hospitality with a value not exceeding the equivalent of KZT 100,000 per person.

Gifts and invitations exceeding these limits are not prohibited, but must be authorized by Compliance Service.

6. OPERATIONAL HEALTH AND SAFETY

6.1. The Partnership Suppliers guarantee that their activities are safe for the health of their employees, contractors, consumers of their products and other persons, as well as for the safety of the Partnership employees on the territory and premises where contractual relations are carried out.

6.2. The Partnership Suppliers shall provide working conditions, employees shall be familiarized with health and safety information and shall receive appropriate training, including fire safety, radiation safety, proper handling of chemicals and equipment and emergency readiness and implementing first aid.

6.3. Potential risks that may lead to accidents/injuries or the occurrence of occupational diseases in the employees of the Partnership Suppliers shall be assessed and controlled by taking appropriate preventive actions (e.g. design, engineering, administrative controls, preventive maintenance, labor safety procedures, ongoing safety training, and the provision of personal protective equipment).

6.4 The Partnership Suppliers are obliged to take proper measures in order to prevent or eliminate consequences, damages from accidents and injuries. The Partnership Suppliers shall provide their employees with appropriate personal protective equipment at

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no additional cost. Any accident or incident resulting in physical injury shall be documented and reported to the top management of the Partnership Contractor.

6.5. The Partnership carries out active work on continuous improvement of safety in the Partnership, ensuring safety of its employees, and obliges its business partners to do so. When performing work at production sites, the Partnership Suppliers comply with high standards of occupational health and safety, and are responsible for immediate notification on emergency situation.

7. ENVIRONMENT

7.1. Partnership Suppliers shall implement and(or) carry out measures that contribute environmental preservation and reduce their possible negative impact on natural resources as much as possible.

7.2. The Partnership Suppliers shall limit the amount of hazardous substances generated during the performance of the contract and ensure that such waste is disposed of without causing great harm to the environment.

7.3 Partnership Suppliers shall take measures to prevent the use of toxic substances. If there is no alternative, Partnership Suppliers shall minimize the use of toxic substances and ensure their safe handling and disposal. For other hazardous substances, elements or restricted waste, Partnership Suppliers shall strictly comply with all applicable legal regulations.

7.4. The Partnership Suppliers shall develop both environmentally friendly technologies (e.g. control of pollutants, carbon dioxide emissions), energy saving and waste treatment technologies, as well as implement logistics strategies that reduce their negative environmental impact (especially with regard to storage, shipment and transport).

7.5. The Partnership Suppliers incorporate environmental, radiation, health and safety criteria into the development of their goods and services in order to eliminate or reduce adverse environmental, health and safety impacts during the overall life of the goods, while maintaining and/or improving the quality of use of their goods.

7.6. The Supplier shall confirm that its goods comply with the standards and regulations applicable to such goods.

8. DATA PRIVACY AND SECURITY

8.1. Partnership Suppliers shall keep confidential any information about the Partnership, its partners, business events, contracts, projects, structure, financial situation or activities, unless they have been specifically authorized in writing to disclose it.

8.2. The Partnership Suppliers shall use systems that guarantee the safety and security of client data and prevent the leakage of confidential data.

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The requirements of this Code shall form an integral part of the contracts entered into by the Partnership with the Suppliers.

The Partnership's suppliers hereby undertake to familiarize their employees with the present Code.

I hereby confirm that, as an authorized representative of the Supplier named below, I have carefully checked and understood the contents of this document and confirm that this company is acting in full compliance with this Code.

Full name of the Supplier's representative: _____

Supplier: _____

Date: _____

Signature: _____

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9. APPROVAL SHEET
(attachment of the DoSumentolog EDMS approval result)

