

REGULATION OF THE BOARD OF DIRECTORS OF

PT DAYAMITRA TELEKOMUNIKASI Tbk

Number: C.Tel.017/HK 200/JDMT -1056000/2022

REGARDING

INTEGRITY PACT OF

THE BOARD OF DIRECTORS OF PT DAYAMITRA TELECOMMUNICATIONS Tbk

Considering a. that the implementation of Good Corporate Governance (GCG), business ethics, prohibition of gratuities, prevention of conflicts of interest and whistleblowers need to be strengthened by policies to prevent acts of self-enrichment or enriching other parties that prejudice the financial of PT Dayamitra Telekomunikasi Tbk (hereinafter shall be referred to as **"Mitratel"** or **"Company"**), as an effort to



ensure the sustainability of the Company;

b. that the Company and all employees are determined and earnest to prevent all acts of self-enrichment or enriching other parties that prejudice the financial of the Company, especially in transactions involving other parties due to abuse of power or due to pressure from other parties that can obstruct the sustainability of the Company;

c. that in order to ensure the sustainability of the Company through efforts to prevent acts of self-enrichment or enriching other parties that prejudice the financial of the Company, the Company deems that it is necessary to



stipulate regulation regarding Integrity Pact through the Regulation of the Board of Directors.

Bearing in mind

1. The Articles of Association of PT Dayamitra Telekomunikasi Tbk as set out in the Deed of Notary H.M. Afdal Gazali, S.H. Number 50, dated 18 October 1995, and has been ratified by the Minister of Justice and Human Rights by the decree number C2-13273-HT.01.01.TH95 dated 19 October 1995, which Articles of Association have been amended several times, the latest amendment of which is as set out in the Deed of Resolution Statement of the Annual General Meeting of Shareholders of PT Dayamitra Telekomunikasi Tbk Number: 58 dated 22 April 2022 drawn up



before Notary Ashoya Ratam, S.H., M.Kn, which has been received and recorded in the Legal Entity Administration System database of the Ministry of Law and Human Rights Human of the Republic of Indonesia through the letter No. AHU AH.01.03-0238724 dated 18 May 2022 regarding Receipt of Notification of the Amendments to the Articles of Association of PT Dayamitra Telekomunikasi Tbk (hereinafter shall be referred to as the **"Articles of Association"**);

2. Deed of Statement of Resolutions of the Annual General Meeting of Shareholders of PT Dayamitra Telekomunikasi Tbk Number: 59 dated 22 April 2022 drawn up



before Notary Ashoya Ratam, S.H., M.Kn which has been received and recorded in the Legal Entity Administration System database of the Ministry of Law and Human Rights Republic of Indonesia through letter Number: AHU-AH.01.09-0013871 dated 19 May 2022 regarding Receipt of Notification of Changes to the Company Data of PT Dayamitra Telekomunikasi Tbk;

3. Regulation of the Board of Directors of PT Dayamitra Telekomunikasi, Tbk Number: PD.022/HCO/DMT-10000000/XII/2019 dated 5 December 2019 regarding Company Regulations, which have been ratified by the Director General of Development of Industrial



Relations and Employees Social
Security Number:
KEP.683/PHIJSK-PK/PP/VI/2020
dated 18 June 2020 regarding
Ratification of the Company
Regulation of PT Dayamitra
Telekomunikasi;

4. Regulation of the Board of
Directors of PT Dayamitra
Telekomunikasi Tbk Number PD.
042/HC1/DMT-10000000/XII/2021
dated 15 December 2021
regarding Company
Organization;

5. Regulation of the Board of
Directors of PT Dayamitra
Telekomunikasi Tbk Number:
C.Tel.019/HK 200/JDMT-
1340000/2022 dated 5 May 2022
regarding Guidelines for the
Management of Good Corporate



Governance (GCG) of Mitratel
Group; and

6.

Regulation of the Director of
Finance and Risk Management of
PT Dayamitra Telekomunikasi
Number: PR.025/HC2/DKA-
10000000/VI/2021 dated 28 June
2021 regarding Employee
Discipline.

HAS DECIDED

**To stipulate: REGULATION OF THE BOARD OF DIRECTORS OF
PT DAYAMITRA TELEKOMUNIKASI Tbk
REGARDING INTEGRITY PACT**

Article 1

Definition

In this Regulation, what is meant by:

- a. **Subsidiary** is a company in which PT Dayamitra
Telekomunikasi Tbk owns more than 50% (fifty

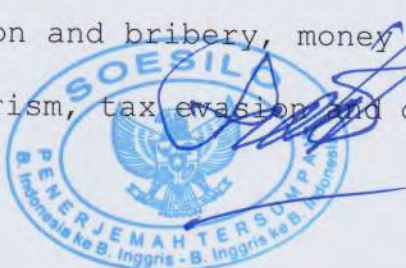


percent) of the shares or has direct or indirect control in the company.

- b. **Board of Directors (BOD)** is the Board of Directors of PT Dayamitra Telekomunikasi Tbk.
- c. **Board of Commissioners (BOC)** is the Commissioner of PT Dayamitra Telekomunikasi Tbk.
- d. **Discipline** is the attitude, word, action and behavior of Employees which is reflected by an understanding of the obligations and prohibitions that apply in the Company in order to create a conducive working atmosphere.
- e. **Good Corporate Governance (GCG)** is a corporate governance of the Company that applies the principles of transparency, responsibility, accountability, independence and fairness, in order to create shareholder and stakeholder value based on the laws and regulations.
- f. **Integrity** is a consistent action according to rules that are ethical and moral in nature.



- g. **Employee** is people who work for the Company who receive salary based on the working relationship.
- h. **Code of Integrity** is the integrity value that is disclosed and contained in a statement or commitment.
- i. **Integrity Pact Module** is a module that contains the scope of the Integrity Pact implementation area.
- j. **Integrity Pact** is a commitment to carry out all duties and responsibilities with applicable regulations with the main focus being the prevention of acts of self-enrichment or enriching other parties that prejudice the financial of the Company, collusion and nepotism.
- k. **Integrity Pact Statement** is a statement of integrity values set out and contained in a signed and binding statement of promise, which principally contains a commitment not to give, offer, or receive bribes between all parties directly or indirectly involved in any transaction, as well as not to commit acts of corruption and bribery, money laundering, financing of terrorism, tax evasion and other actions that may



violate the sanction and export controls provisions that apply in the Company, with due regard and cross-referencing the principles generally stipulated by the US Department of the Treasury's Office of Foreign Assets Control (OFAC).

- l. **Company** is PT Dayamitra Telekomunikasi Tbk or Mitratel.
- m. **Other Parties** are parties outside the Company Group who are bound in a business or non-business relationship with the Company Group.
- n. **Responsible Party** is another party authorized in the process of executing a business relationship or transaction.

Article 2

Purposes and Objectives

- (1) The purposes of the stipulation of this Regulation shall be:
 - a. as a form of commitment of the Company with

all employees to prevent acts of self-



enrichment or enriching Other Parties that prejudice the financial of the Company, collusion and nepotism, which have the potential to occur due to:

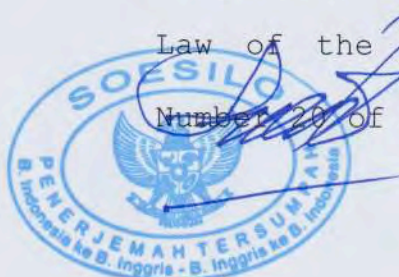
- 1) Transactions process involving Other Parties;
- 2) Abuse of power;
- 3) Pressure from Other Parties/parties outside the Company due to certain purposes; and
- 4) Not fully monitorable or supervised.

b. as one of the efforts to ensure the sustainability of the Company through business practices that fulfil the principles of good governance by:

- 1) Improving a good investment climate in the Company;



- 2) Protecting Employees by establishing this Regulation as a guideline for preventing acts of self-enrichment or enriching other parties that prejudice the financial of the Company, collusion and nepotism;
- 3) Protecting employees from other prohibited actions, i.e. money laundering, terrorism financing, tax evasion and actions that may violate the sanctions and export control provisions applicable in the Company with due regard and cross-referencing the principles generally stipulated by OFAC, including, inter alia, the Law of the Republic of Indonesia No. 8 of 2010 regarding Prevention and Eradication of Money Laundering Crimes and the Law of the Republic of Indonesia Number 31 of 1999 regarding Eradication of Corruption as lastly amended by the Law of the Republic of Indonesia Number 20 of 2001; and



- 4) Protecting Employees from pressure from Other Parties/outside parties by enforcing this Regulation as a contractual requirement for other Party.

(2) The purposes of enacting this Regulation shall be to:

- a. Ensure Transparency and Freedom from Financial Leaks of the Company.

Through the implementation of the Integrity Pact, the Company and Other Parties have a joint intention not to give or receive gifts in the form of money and/or goods from, but not limited to, buyers/auction participants/vendors/suppliers/partners/working partners/outsource partners/contractor/consultant/competitor/customer and always strive to apply the principles of good governance in the sales/procurement/partnership process in a transparent manner to all related parties.

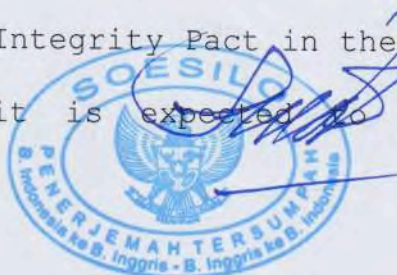


b. Reduce High Economic Costs.

Through the implementation of the Integrity Pact, the Company and Other Parties have a joint intention to reduce the high economic costs as a result of self-enrichment practices that prejudice the financial of the Company by building mutual trust and striving to achieve a good investment climate.

c. Ensure Compliance with Anti-Money Laundering and Counter Financing of Terrorism Regulations (**APU-PPT**).

Through the implementation of the Integrity Pact, the Company and Other Parties are jointly committed to comply with the prevailing laws and regulations regarding money laundering and counter financing of terrorism as well as supporting Indonesian Government programs. By implementing this Integrity Pact in the business environment, it is expected to prevent material and



immaterial losses, as well as prevent the Company from participating in or assisting any third parties in money laundering activities or financing terrorism activities.

- d. Ensure Tax Compliance in the Business Environment.

Through the implementation of the Integrity Pact, the Company and Other Parties are jointly intending to comply with the provisions and laws and regulations related to tax in order to avoid tax avoidance and/or tax evasion in the business environment.

- e. Ensure Compliance with Export Sanctions and Control Provisions.

Through the implementation of the Integrity Pact, the Company and Other Parties have the intention of complying with the sanctions and export controls provisions by taking into account and cross-referencing the principles generally stipulated by OFAC



whose provisions may be amended from time to time and may be adjusted by referring to the website <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

Article 3

Scope

The Integrity Pact includes 12 (twelve) integrated implementation areas and hereinafter shall be referred to as the Integrity Pact Module as stipulated in Article 5 of this Regulation.

Article 4

Integrity Code and Integrity Pact Statement

- (1) The Integrity Code is an integrity value set out and contained in a signed and binding undertaking statement, which in principle contains a commitment not to give, offer, or receive bribe between all parties involved, either directly or indirectly, in any transactions, as well as not to commit acts of corruption, money laundering, financing of terrorism and tax evasion as well as any other actions that



may violate the sanctions and export control provisions that apply in the Company.

(2) The statement as referred to in paragraph (1) hereinafter shall be referred to as the Integrity Pact statement which is signed by members of the BOC, BOD, and all Employees, and at the same time as the process of signing the business ethics applicable in the Company.

(3) The signing of the Integrity Pact statement also applies to Other Parties for each transaction, including goods and/or services providers, this is considering that acts of self-enrichment that prejudice the financial of the Company have the potential to occur from both parties.

(4) New partners of the Company are also required to sign an Integrity Pact as a confirmation of their understanding and compliance to the stated ethical values.

(5) The signing of the Integrity Pact statement by the Other Parties as referred to in paragraph (3), shall be signed by the Responsible Party from another



company as stipulated according to the applicable policy for transaction processes involving Other Parties.

(6) Correlation of Code of Integrity and Business Ethics

- a. The Company Group Code of Integrity is a reflection of the professional behavior of Employees to act according to the rules, clean, transparent and professional.
- b. The Company Group Code of Integrity is established and does not conflict with the business ethics of the Company.

Article 5

Integrity Pact Module

(1) The Integrity Pact Module includes:

- a. Integrity Code;
- b. Business Ethics;
- c. Avoiding Conflict of Interest;



- d. Prohibition of Gratification, Bribery and Corruption;
- e. Prohibition of Performing Acts of Money Laundering and Financing of Terrorism;
- f. Prohibition of Performing Acts of Tax Evasion;
- g. Obligation to Comply with Export Sanctions and Control Provision;
- h. Prohibition of Conducting Transactions by Insiders (insider trading);
- i. Maintaining Information Confidentiality;
- j. Prevention of acts of self-enrichment or enriching other parties that prejudice the financial of the Company in the area of procurement and partnerships;
- k. Service Integrity; and



1. Company Financial Reporting Integrity.

(2) Guidelines for the implementation of the areas in the Integrity Pact Module are as follows:

a. Integrity Code.

- 1) Integrity in this definition is acting consistently in accordance with the business policies and ethics of the Company.
- 2) The Code of Integrity is a guideline for acting in carrying out the daily business of the Company.
- 3) The Code of Integrity is a reflection of the professional behavior of Employees to act according to the rules, clean, transparent, professional and free from losses/leakage of the financial of the Company.



- 4) Code of Integrity of the Company is the values or standards of behavior that are based on the business ethics of the Company.
- 5) The Code of Integrity applies to members of the BOC, BOD and all Employees, including as provisions for other parties, i.e. vendors, working partners, consultants, sub-contractors, etc. related to procurement processes/transactions or partnerships with any other party.
- 6) The Code of Integrity is a reflection of management and Employees are required to implement the provisions of the Code of Integrity as referred to in Article 4 of this Regulation.
- 7) Company Integrity Code Value shall include, but not limited to the following:



- a) To carry out the norms or values contained in the business ethics of the Company.
- b) Will not violate if knowing or believing that something is illegal or unethical.
- c) Not involved in a transaction that does not have an honest and legitimate business purpose.
- d) Not to use Company property for personal gain.
- e) Not to do anything that may make the Employee need to lie.
- f) To ask for advice when in doubt.



- g) To make sure and ask oneself, whether a transaction or business practice in question can later be accepted by the public if it is disclosed/announced.

b. Business Ethics.

Management and Employees are required to implement business ethics as stipulated in the regulations or policies of the Board of Directors that regulate business ethics.

c. Avoiding Conflict of Interest

- 1) Management and Employees must ensure that there is no conflict of interest in managing the Company which could affect decisions or judgments and has the potential to cause financial losses to the Company.



2) Prevention and resistance to acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company including ensuring that there is no conflict of interest in the management of the Company that can influence decisions or judgments that have the potential to prejudice the financial of the Company.

3) According to business ethics, one of the guidelines for work ethics is to avoid conflicts of interest, i.e., but not limited to the following:

a) Employees including their families must avoid any problems that conflict between personal/individual interests and the interests of the Company.

b) Employees are prohibited

from:



(i) Having an interest in another company that has a business relationship with the Company which may cause a conflict of interest, in the case of employment, investment, ownership or cooperation which may or might benefit the interest of an individual, family or relatives.

(ii) Invest or establish a private company that is a competitor of the Company.

c) Participate in marketing or helping market products and or services that become



competitors to the Company
or using working time and
office facilities to market
or help market other
products and or services.

- d) Work for another company as
an employee,
advisor/consultant for
services or become a member
of the Board of Directors,
unless assigned by the
Company.

d. Prohibition of Gratification, Bribery and
Corruption

- 1) Prevention and resistance to self-
enrichment or enriching other
parties that prejudice the financial
of the Company, including the
prohibition on giving and receiving
gratification by Employees.



- 2) Employees are prohibited from taking any illegal levy from stakeholders with the intention of gaining personal/group benefits and prejudicing the Company, asking for gifts, entertainment and/or kindness in any other forms or individuals/companies in conducting business activities with the Company.
- 3) Management and Employees are prohibited from receiving or giving money, goods, facilities or gifts in any form from officials, colleagues, working partners or any party or to anyone related to their position or duties as officials and or Employees of the Company.
- 4) To ensure compliance with anti-bribery and corruption provisions, unit that carries out the internal audit function must carry out periodic inspections.



- 5) Unit that carries out the risk management function in the Company must carry out periodic risk assessments related to anti-bribery and corruption provisions.

e. Prohibition of Performing Acts of Money Laundering and Financing of Terrorism.

- 1) All employees, Board of Directors and Board of Commissioners must ensure that the activities and business of the Company are prevented from money laundering actions and/or activities as set out in Law Number 8 of 2010 regarding the Prevention and Eradication of the Crime of Money Laundering or its amendments.

- 2) Prevention of money laundering includes, inter alia, applying the principle of know your employee, as well as identifying business



partners who cooperate with the Company.

3) In an effort to prevent acts of money laundering in the business environment, it is also necessary to watch out for suspicious transactions, including transactions that do not have clear economic and business objectives, involve relatively large amounts of cash and/or are carried out repeatedly beyond reasonable means, or an activity that is seen as beyond habit and fairness.

4) Unit that carries out the internal audit function of the Company plays an active role in conducting supervision in order to improve compliance with anti-money laundering and terrorism financing provisions, where unit that carries out the internal audit function must carry out periodic inspections.



- 5) Unit that carries out the risk management function in the Company must carry out periodic risk assessments related to anti-money laundering and terrorism financing provisions which are carried out periodically.

f. Prohibition of Performing Acts of Tax Evasion

- 1) All employees, Board of Directors and Board of Commissioners must ensure that the implementation of all processes and business activities in the business environment comply with the prevailing laws and regulations, including regulations in the field of taxation, in order to avoid tax evasion.

- 2) To ensure compliance with anti-tax evasion provisions, unit that



carries out the internal audit function must carry out periodic inspections.

- 3) Unit that carries out the risk management function in the Company must carry out periodic risk assessments related to anti-tax evasion provisions which are carried out periodically.

g. Obligation to Comply with Export Sanctions and Control Provisions.

- 1) All Employees, Board of Directors and Board of Commissioners must ensure that working partners cooperating with the Company are not entities, individuals or parties subject to sanctions or in any watch list, including provisions on sanctions and export control with due regard to and cross referencing to the principles generally stipulated by OFAC.



2) To ensure compliance with the provisions on sanctions and export control, unit that carries out the internal audit function must carry out periodic examination.

3) Unit that carries out the risk management function in the Company must carry out periodic risk assessments related to the provisions on sanctions and export controls which are carried out periodically.

h. Prohibition of Conducting Transactions by Insiders (insider trading).

1) Insider trading or transactions by 'insiders' are stock transactions based on information or material facts regarding the Company that are still confidential, carried out by 'insiders' which can result in losses for other investors.



2) What is meant by 'insiders' in this provision are:

a) commissioners, directors, or Employees of the Company;

b) principal shareholders of the Company;

c) an individual who due to his/her position or profession or due to his/her business relationship with the Company allows that person to obtain insider information; or

d) parties who within the last 6 (six) months are no longer a party as referred to in point (i), (ii) or (iii).

3) Insiders as referred to in point h.

2) are prohibited to:



- a) Purchase or sell Company securities.
- b) Influence Other Parties to purchase or sell Company securities.
- c) Provide or divulge the said information to internal Employees and any party who can reasonably be suspected to use that information to purchase or sell Company securities.
- d) Each Employee must refuse Other Parties who try to obtain material information or facts of the Company.
- e) The Company is prohibited from conducting transactions of the Company securities,

unless:



- (i) the transaction is made not at its own expense, but at the order of its customer; and
 - (ii) The Company does not provide recommendation to its clients regarding the relevant securities.
- f) Other provision related to the prohibition of insider trading shall refer to the laws and regulations in the field of Capital Market and the prevailing provisions of the Financial Services Authority.



g) Management and Employees or referred to as "insiders" are prohibited from engaging in stock transactions based on material information or facts regarding the Company that are still confidential which are carried out by "insiders" that may prejudice other investors.

4) Transactions that are not included in prohibited securities transactions shall be, inter alia,:

a) transactions conducted between the same insiders who have the same insider information and carried out outside the stock exchange; or

b) securities transactions that are carried out by insiders who have insider information



with parties who are not insiders of the Company or other companies that conduct transactions with the Company and are carried out outside the stock exchange with the following terms:

(i) the said insider has previously provided all insider information to the party who is not an insider;

(ii) the non-insider party does not use the insider information other than to conduct securities transactions with the said insider;



(iii) the party who is not an insider as referred to above shall make a written statement to the insider who provides the information stating that the information received will be kept confidential and will not be used for any purpose other than to conduct securities transactions with the said insider; and

(iv) the party who is not an insider as referred to above does not conduct securities

transactions with



the Company or other company that conduct transactions with the Company as referred to above within a period of 6 (six) months after the information is obtained, other than to carry out securities transactions with the said insider.

- 5) insiders can provide insider information to Other Parties with the purpose of giving consideration to the said Other Parties to conduct transactions of securities of the Company or other companies that are involved in transactions with the Company, from the said insiders in compliance with the provisions as referred to in letter h number (4) point b)



- 6) The policy to prevent insider transaction in the Company shall be implemented, inter alia, through:
- a) keeping the confidentiality of any insider Information from parties who are not insiders;
 - b) strictly separating data and/or information that is confidential and public in nature;
 - c) not using insider information that has not been made public to gain advantage over the said insider information; and
 - d) signing a Non-Disclosure Agreement (NDA) when engaging in cooperation or



engagement with Other
Parties.

7) In the NDA as referred to in point h
number 6) letter d), it must
stipulate, inter alia, the following
provisions:

a) specific arrangements that
the parties are prohibited
from providing confidential
information or insider
information to third
parties;

b) the prohibition of using
confidential information or
insider information
unlawfully;

c) the prohibition for not
conducting securities
transactions for any insider
who has insider information;

and



d) restrictions on parties who may know confidential information or insider information, i.e. restricted to:

(i) members of the Board of Directors of the related party;

(ii) members of the Board of Commissioners of the related party;

(iii) consultants or supporting professionals appointed by the Company, provided that they comply with the provisions of the NDA; and



(iv) other parties that are specifically regulated in the NDA according to the agreement of the parties.

i. Maintaining Information Confidentiality.

- 1) Information which is confidential in nature means an important Company information that must always be kept confidential. This information is both physical and intellectual in nature such as telecommunication networks (configuration, security system), Company plans (corporate plan, operations management plan/RMO, Company working plan and budget, Company performance, management policy (human resource, financial and operations policies), subscription data (customer identity, billing usage, waiting



list, and demand) and other data information.

2) In carrying out their duties, Employees must treat Company information that is confidential, with due regard the following matters:

a) Protecting Company Information.

Each employee must protect and not divulge Company confidential information in accordance with regulations regarding business ethics. This obligation also applies to Employees who are no longer working at the Company.

To avoid unintentional disclosure of information, employees are prohibited



from discussing matters relating to all confidential information of the Company to partners, competitors, other companies, including family members.

b) Information access.

Each Company Employee in accordance with their authority and scope of work can access Company information for supporting their duties and responsibilities, both general and confidential. The information obtained is not permitted to be conveyed to anyone who does not have the authority to receive it, both inside and outside the Company.



c) Dissemination of Information.

Management and Employees must maintain the confidentiality of information/data related to the business activities of the Company in the form of technology, strategy, business information and other information that has economic and/or commercial value.

j. Prevention of acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company in the procurement and partnership area.

1) Prevention and resistance to acts of self-enrichment or enriching other parties that prejudice the financial of the Company especially prevention



in the area of procurement and partnership.

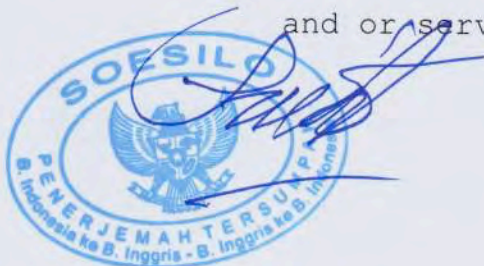
2) The Company must guarantee clean procurement in areas related to procurement/partnership/Contract with Other Parties.

3) The commitment of implementing prevention and resistance to actions that prejudice the financial of the Company applies to both parties, i.e. the Company and Other Parties.

4) In this case, what is meant by the area of procurement and partnership shall include but not limited to:

a) Sales/auction process of Company assets;

b) The process of purchasing/procuring goods and or services;



- c) The process of business partnership or handing over part of the work to Other Companies (outsources);
 - d) The process of development/construction by contractors; and
 - e) The process of procurement of consulting services.
- 5) In this case, what is meant by Other Party, inter alia, shall include but not limited to:
- a) Prospective buyers/auction participants participating in the sale/auction process of Company assets;
 - b) Vendors/suppliers/partners/consultants participating in the process of



purchasing/procuring goods
and or services;

c) Working partners who
participate in business
partnerships/other
partnerships with the
Company;

d) Outsource partners who are
given part of the work
(outsourcing) by the
Company;

e) Contractors who are given
the work by the Company to
be involved in
development/construction;
and

f) Consultants participating in
the procurement process of
consulting services.



6) The commitment to implementing prevention and resistance to acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company shall be set out as one of the contract administration requirements.

7) Commitment to implementing prevention and resistance to acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company shall be set out in the form of an Integrity Pact with the format as set out in Attachment II to this Regulation, signed by both parties and constitutes part of the contract documents with the following conditions:

a) The signatory from the Company shall be the official in charge of selling/auctioning assets or procurement, who in this



case is representing all staff/Employees involved in the process of selling/auctioning assets, procurement and partnerships.

b) The signatory of the Other Party shall be the Director and/or Vice Director who in this case is representing all of his/her staff/employees involved in the process of participating in the purchase/auction, procurement and partnership.

8) Commitment to prevent and resist acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company in the area of procurement and partnership, shall include, inter alia, and not limited to the following:



a) The Company and its Employees will not solicit or accept directly or through intermediaries, any bribes, gifts, favors or other forms.

b) The Company and its Employees shall not disclose confidential information that will only benefit a bidder/contractor.

c) All employees who are involved in the tender, evaluation, Contract making and procurement processes shall be willing to disclose 'no conflict of interest' related to the procurement process.

d) The Company will communicate to the public all information regarding



relevant procurement
procedures, technical
specifications, legal, costs
and administration, in
accordance with the
regulations or the logistics
policy of the Company;

e) The Company and its
Employees will report to the
competent authority of any
business that violates the
above commitments.

f) The Company will protect
Employees who report
violations according to the
whistleblower provisions
implemented.

g) The Company shall conduct
internal monitoring and
external audits of the
management processes of the
Company to ensure



transparency and
accountability.

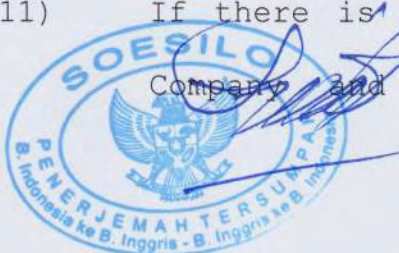
9) Commitments by Other Parties regarding prevention and resistance to acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company in the area of procurement and partnership shall include, inter alia, but not limited to the following:

a) Will not offer, directly or through intermediaries, any bribes, gifts, favors, or other forms to Employees (or their relatives and friends).

b) Will not collude with Other Parties that can impair the transparency and fairness of the sales/auction/purchase/procurement process.



- c) Will not receive compensation for sanctions due to violation of commitments.
 - d) Will disclose unauthorized payments to related parties or their intermediaries.
 - e) Will cooperate to prevent and resist to acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company.
- 10) Complaints regarding violations of the Integrity Pact in the Procurement and Partnership Area shall be given protection for the reporting witnesses.
- 11) If there is a dispute between the Company and Other Parties, the



settlement shall be conducted through an arbitration process that has been mutually agreed upon in the conflict resolution mechanism by adhering to the principle of fast, affordable and efficient conflict resolution.

- 12) Provisions for prevention and resistance to acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company in the procurement and partnership area regulated in this Regulation further complement the policies of the Company related to the prevailing procurement and partnership policies or regulations.
- 13) Management, Employees and Other Parties related must guarantee the correct process in areas related to business transactions in the procurement and partnership area.



k. Service Integrity

- 1) Prevention and resistance to acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company shall include covering the area of services delivered to customers and the public.
- 2) All services provided by the Company to customers and the public must be delivered in a professional, independent or impartial (neutral), honest, law-abiding, and free-of-pressure manner from Other Parties.
- 3) Employees and working partners or outsource involved in the delivery of services are committed to provide optimal service without charging fees beyond the official fees that have been set and not receive compensation in any form in



connection with the services provided.

4) Service integrity shall include, inter alia, but not limited to:

a) Prevention of non-transparent behavior and failure to provide clear information regarding the costs and time required in administering services.

b) Elimination of the notion that giving compensation is a reasonable thing in managing services.

c) Elimination of opportunities for users of public services to offer tips, gifts and other rewards to officials to expedite services.



- d) Elimination of additional fees other than the fees that have been set.
- 5) Service integrity is a check and balance mechanism between the Company and service users to prevent acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company in public services.
- 6) The company continuously strives to build service integrity so that it can become a culture of integrity for public services, both for Employees and working partners or outsource involved in services.
- 7) The company guarantees that all services provided to customers and the public are delivered in a professional, independent or impartial/neutral, honest, law-



abiding, and free-of-pressure manner from Other Parties.

- 8) Management, employees and working partners or outsource involved in the delivery of committed services are to provide optimal services without charging any fee and not receive anything in return in connection with the services provided.

1. Integrity of Company Financial Reporting

- 1) Prevention and resistance to acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company shall include providing financial statement and disclosure of Company information that are free from errors and fraud.
- 2) All transactions in the Company are properly and accurately recorded and



all financial records are properly booked.

- 3) The integrity of financial reporting and disclosure of Company information shall be as set out by Company policies or regulations contained in the Regulation of the Board of Directors of PT Dayamitra Telekomunikasi Tbk Number: C.TeI.019/HK 200/JDMT-1340000/2022 dated 5 May 2022 regarding Guidelines for Management of Good Corporate Governance (GCG) of Mitratel Group ("**PD GCG Mitratel Group**").

- 4) Provisions regarding the integrity of the Company financial reporting shall be as regulated by the Company policies or regulations contained in the PD GCG Mitratel Group.

- 5) The Company guarantees that the financial statement and information



disclosure of the Company are free from errors (misstatements) and fraud.

Article 6

Alignment of Integrity Pact with Other Company Policies

To make this Regulation as a policy that is in line with Company policy, including but not limited to:

- a. Good Corporate Governance (GCG) Policy.

The Integrity Pact policy is one of the drivers for achieving good corporate governance.

- b. Information System Security Policy.

The Integrity Pact policy is in line with the information system security policy, which requires all Employees to maintain the confidentiality of Company data/information.

- c. Procurement and Partnership Policy.



Prevention of acts of self-enrichment or enriching Other Parties that prejudice the financial of the Company in the procurement and partnership area is the main area for implementing the Integrity Pact, this policy is then guided as one of the procurement and partnership requirements.

d. Employee Discipline Policy.

Violation of the provisions of the Integrity Pact is a form of violation, as stipulated in the policies or regulations governing Employee discipline.

e. Corporate Culture.

The values contained in the Code of Integrity and business ethics are integrated with the values contained in the Company culture.

Article 7

Implementation of the Integrity Pact

- (1) Each unit leader (senior leaders) shall communicate and socialize the Code of Integrity and Integrity Pact which is a development of the business ethics



of the Company so that all employees can understand it well on a regular basis.

- (2) Each Employee must read, understand and sign the Integrity Pact statement, as an integrated part of the business ethics statement.
- (3) Unit Leaders need to periodically communicate the values and provisions contained in the Integrity Pact.
- (4) Unit that manages the human resources function must ensure that BOC, BOD and all Employees sign the Integrity Pact Statement as referred to in Schedule I of this Regulation annually and file the said Integrity Pact Statement.
- (5) Unit that is responsible for the procurement of goods and services and/or that cooperates with third parties must ensure that the parties working with the Company sign the Integrity Pact Statement as referred to in Schedule II to this Regulation and file the said Integrity Pact Statement.



- (6) In order for the Integrity Pact to be fully complied with by all Employees, any violators shall be given sanctions against significant violations, either through enforcement of all existing rules or with follow up regulations as necessary which are binding on all Employees and enforced strictly.
- (7) Sanctions for violations of the Integrity Pact shall refer to provisions of sanctions regulated for the ethical violations and provisions or regulations governing Employee discipline.
- (8) Each Employee must report violations of the Integrity Pact that have the potential to prejudice materially and the image of the Company, such as financial irregularities, reporting manipulation, ethical violations, violations of provisions on acts of corruption and bribery, money laundering, financing of terrorism, tax evasion and any other acts that may violate provisions on sanctions and export controls with due regard to and cross referencing the principles generally stipulated by OFAC, etc.



Closing

- (1) This Regulation and the attachments thereto constitute an integral and inseparable part of this Regulation.
- (2) This regulation has attachments consisting of:
 - a. Schedule I : Internal Integrity Pact Statement
 - b. Schedule II : External Integrity Pact Statement
- (3) It shall enforce the provisions contained in this Regulation as guidelines within the Company.
- (4) With the enactment of this Regulation, the provisions regarding the Integrity Pact as set out in the Decree of the Board of Directors of PT Dayamitra Telekomunikasi Number: KD.47/RC0/CE0-010/VI/2011 dated 15 June 2011 regarding Business Ethics and Integrity Pact of PT. Dayamitra Telekomunikasi shall be revoked and declared no



longer valid and completely replaced by this Regulation.

- (5) Specifically for the provisions regarding Business Ethics, they shall be further regulated in a separate regulation.
- (6) This regulation can be used as a reference or applied to Subsidiaries, by adopting directly in the regulations or policies of the Board of Directors through a decision-making mechanism in each Subsidiary in accordance with the principle of a separate legal entity.
- (7) This regulation shall come into effect on the date of its stipulation.

Stipulated in : Jakarta

On : 31 May 2023

On behalf of the BOARD OF DIRECTORS of
PT DAYAMITRA TELEKOMUNIKASI Tbk

(Signed)



The stamp is circular with a blue border. Inside the border, the text 'SOESILO' is at the top and 'PENERJEMAH TERSUMPAH' is at the bottom. In the center is a Garuda emblem. Below the emblem, there is a line of text in Indonesian: 'Indonesia ke B. Inggris - B. Inggris ke B. Indonesia'.

THEODORUS ARDI HARTOKO

PRESIDENT DIRECTOR

Carbon copied to:

1. The Board of Directors of PT Dayamitra
Telekomunikasi Tbk
2. The Board of Commissioners of PT Dayamitra
Telekomunikasi Tbk



ENGLISH TRANSLATION

SCHEDULE I TO THE REGULATION OF THE BOARD OF DIRECTORS OF
PT DAYAMITRA TELEKOMUNIKASI Tbk

NUMBER : C.Tel.017/HK 200/JDMT -1056000/2022

DATE : 31 May 2022

SUBJECT : INTERNAL INTEGRITY PACT

INTEGRITY PACT STATEMENT

I, the undersigned:

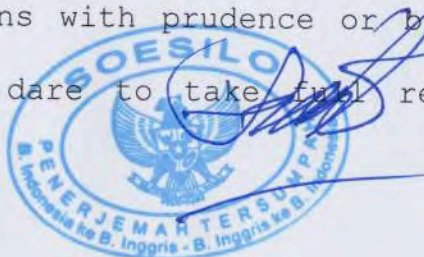
Name :

NIK :

Position :

With full awareness as a responsible person, of my own will free from the influence of any party, hereby declare my ability and willingness, as stated in this Integrity Pact Statement, to be bound by the matters stated as follows:

1. Undertake to carry out mandates on the basis of trust (fiduciary duties), strive to achieve maximum company performance by heeding the principles of good corporate governance, behaving and making decisions with prudence or being prudent (duty of care), dare to take full responsibility for the



running of the company (responsibility), consistently prioritize the best interests of the company above personal interests (duty of loyalty), stay away from all forms of conflict of interest, both potential and actual (conflict of interest rule) and obey all prevailing laws and regulations (accountability);

2. Undertake to carry out the duty and mandate as given by the Management of PT Dayamitra Telekomunikasi, Tbk in accordance with the prevailing regulations, the Articles of Association and the company rules as well as the management contract or SKI that I have signed;

3. During my tenure as stated truthfully that I am not in a position of having conflict of interest;

4. While serving as will not take advantage of my position at this company, either



directly or indirectly for the benefit of personal, family and relatives, as well as certain groups.

For this reason, I declare that I:

1. Do not carry out practices that may result or lead to conflicts of interest or outside the authority set by the company;
2. Will report to the authorities if there is any indication of a conflict of interest;
3. Will immediately report in a transparent manner all forms of gifts from third parties (external company), complete with the amount, value and type to the authorities;
4. Will not take any action that is included in the act of money laundering and other suspicious financial transactions that have the potential to violate Anti-Money Laundering and Prevention of Terrorism Financing (**APU-PPT**) regulations;
5. Will not take any action that leads to a financing scheme for terrorism activities and/or establishes



a relationship with an individual or company that is known or suspected to be a terrorist or terrorist/criminal organization or registered on the black list of APU-PPT regulators or law enforcement officials;

6. Will not take any action that leads to tax embezzlement or evasion;
7. Will not take any actions or activities that involve individuals or entities subject to economic sanctions, and always comply with the provisions of sanctions and export controls that apply within PT Dayamitra Telekomunikasi Tbk with due regard to and cross-referencing the principles generally stipulated by The US Department of the Treasury's Office of Foreign Assets Control (**OFAC**);
8. Will immediately report to the relevant supervisor if I have a relationship that has a conflict of interest with a third party;
9. Will carry out an auction process that refers to the principle of fair competition), and will not provide



special treatment for relatives, family or business partners who participate in the auction;

10. Will not provide or notify (divulge/leak) confidential information to unauthorized parties, both outside and inside the company, either directly or indirectly, except with the approval of company management or required by law;
11. Will not violate or disobey this Integrity Pact. If I violate or do not comply with the Integrity Pact, then I am willing to be given sanctions/penalties in accordance with the company regulations and the prevailing laws and regulations.

Thus this Integrity Pact was made in truthfulness with full awareness as a responsible human being.

..... (City), (day-month, year)

IDR 10,000 stamp duty

(Employee name)

Position



SCHEDULE II REGULATION OF THE BOARD OF DIRECTORS OF PT
DAYAMITRA TELEKOMUNIKASI Tbk

NUMBER : C.Tel.017/HK 200/JDMT -1056000/2022
DATE : 31 May 2022
SUBJECT : EXTERNAL INTEGRITY PACT

EXTERNAL INTEGRITY PACT STATEMENT

I, the undersigned:

Name :
NIK ID :
Position :

With full awareness as a responsible person, of my own will
free from the influence of any party, acting for and on
behalf of PT.....
(Goods and/or services provider Company/Institution),
hereinafter shall be referred to as Partner, in the context
of procurement of projects/work within PT Dayamitra
Telekomunikasi Tbk, hereby declare my ability and
willingness, as stated in this Integrity Pact Statement, to
be bound by the matters stated as follows:



1. Do not carry out practices that may result to or lead to conflicts of interest or outside the authority set by PT Dayamitra Telekomunikasi Tbk;
2. Will report to the competent authority if there is any indication of conflict of interest in the process of procuring this project/work;
3. Will immediately report to the supervisor of the relevant employee in writing if he/she has a relationship with PT Dayamitra Telekomunikasi Tbk employees who participate in the procurement or tender process, so that there is no conflict of interest;
4. As a third party, it is prohibited to give gifts or other entertainment prizes in the form of money, goods and or anything to employees of PT Dayamitra Telekomunikasi Tbk related to the procurement of this project/work, either directly or indirectly;
5. Will not take any action that is included in the act of money laundering and other suspicious financial transactions that have the potential to violate



Anti-Money Laundering and Prevention of Terrorism
Financing (**APU-PPT**) regulations;

6. Will not take any action that leads to a terrorist activity funding scheme and/or establishes a relationship with an individual or company that is known or suspected to be a terrorist or terrorist/criminal organization or registered on the black list of (**APU-PPT**) regulators or law enforcement officials ;
7. Will not take any action that leads to tax embezzlement or evasion;
8. Will not take any actions or activities that involve individuals or entities subject to economic sanctions, and always comply with the sanctions and export control provisions applicable within PT Dayamitra Telekomunikasi Tbk with due regard to and cross-referencing the principles generally stipulated by The US Department of the Treasury's Office of Foreign Assets Control (**OFAC**);



9. Will take part in the project/work and/or auction procurement process which refers to the principle of fairness (fair competition);
10. Will provide accurate and correct information in accordance with the terms and conditions that apply in the contract or agreement to PT Dayamitra Telekomunikasi Tbk;
11. Will not provide or notify (divulge/leak) confidential information regarding PT Dayamitra Telekomunikasi Tbk to other parties, either directly or indirectly, except with the approval of PT Dayamitra Telekomunikasi Tbk or required by law;
12. Will carry out continuous communication with PT Dayamitra Telekomunikasi Tbk and follow the project/work procurement process and or auctions in accordance with the terms and conditions that apply in the contract or agreement, and in accordance with the procedures established by PT Dayamitra Telekomunikasi Tbk;
13. Promise that in this procurement process I will carry out my duties honestly, transparently and



professionally in the sense that I will mobilize all capabilities and resources optimally to provide the best work results starting from bid preparation, implementation to completion of work/activities or delivery of materials in accordance with the contract or the agreement entered into with PT Dayamitra Telekomunikasi Tbk;

14. Will not violate this Integrity Pact. If I violate or do not comply with this Integrity Pact, then I am willing to be given sanctions/penalties in accordance with the company regulations and the prevailing laws and regulations.

Thus this Integrity Pact is made in truthfulness with full awareness as a responsible human being.

.....(City).....,.....(day-month, year).....

IDR 10,000 stamp duty

(Full name)

Position



Acknowledged by:

Project/Work Procurement Committee.....

PT Dayamitra Telekomunikasi Tbk

a. (signature and full name

b. (signature and full name)

c. (signature and full name)

Jakarta, 3 November 2023

Translated by:

