

Telkom Supplier Code of Conduct

Version: 5

Dear Valued Supplier,

At Telkom, we recognise that our suppliers are essential partners in delivering high-quality products and services while upholding our commitment to ethical business practices, sustainability, and corporate responsibility. Our Supplier Code of Conduct outlines the fundamental principles that guide our business relationships, ensuring that all engagements align with the highest standards of integrity, fairness, and compliance.

As a trusted supplier to Telkom, we expect your unwavering commitment to these principles, including ethical sourcing, environmental responsibility, and the protection of human rights across the supply chain. The updated Code reflects our ongoing dedication to sustainable procurement, risk management, data protection, and climate responsibility. In this regard, we encourage you to integrate these standards into your operations and extend them to your subcontractors.

We appreciate your continued partnership and adherence to the Supplier Code of Conduct. Together, we can foster a resilient, transparent, and responsible supply chain that delivers long-term value to our customers and stakeholders. Should you have any questions or require further clarification, please do not hesitate to contact our Procurement team.

Thank you for your cooperation and commitment to ethical business practices.

Sincerely,



Nonkululeko Dlamini
Group Chief Financial Officer
Telkom SA SOC Limited

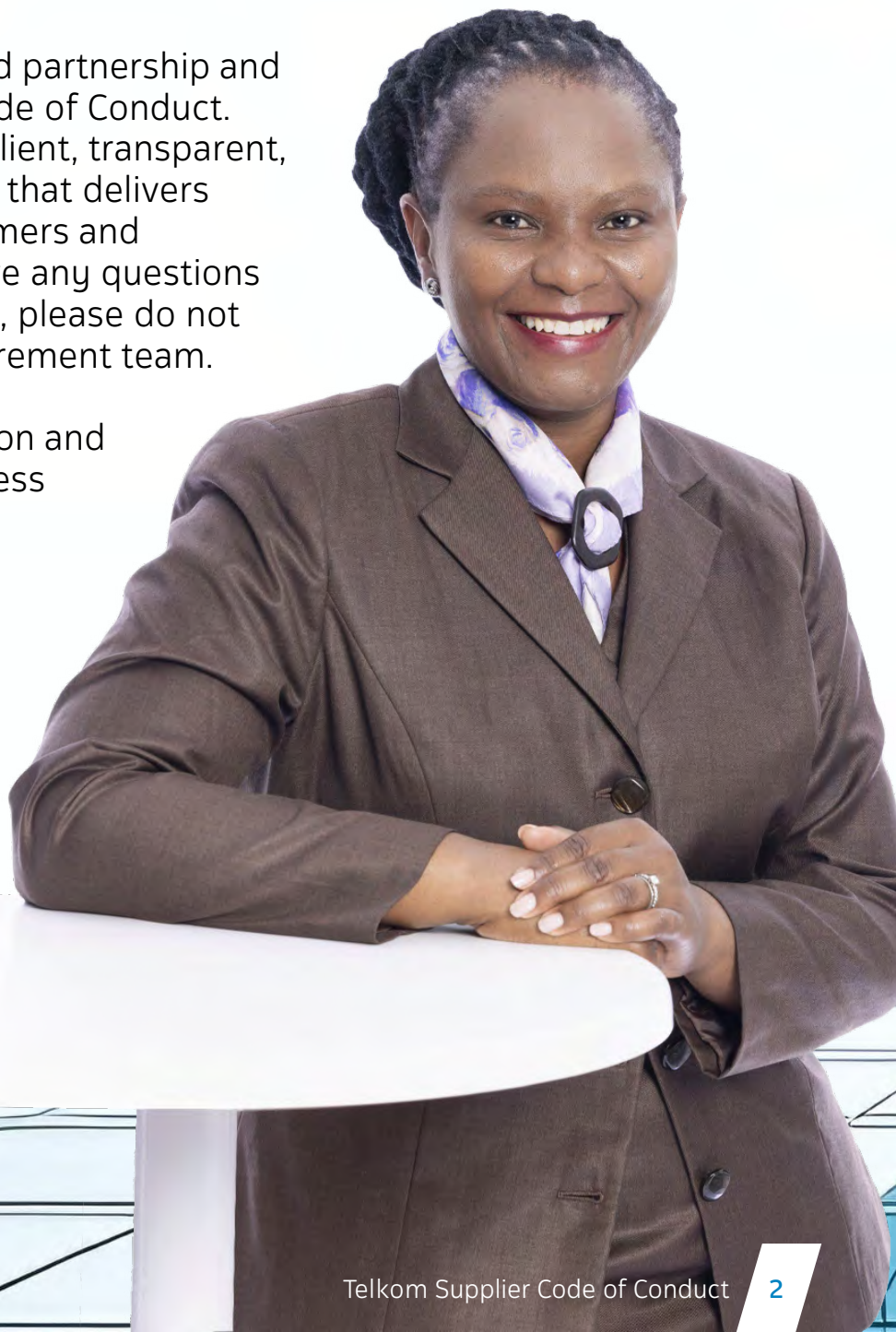


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Version Number	Description (changes since last version)	Date
1	Approved Version	2013/06/03
2	Best Practice Principles Included Based on The King IV Report	2018/10/26
3	Aligned the Risk Level to Level 1 (Group Wide Level)	2020/03/01
4	Aligned to Telkom Group Procurement Manual	2021/09/14
5	<p>Updated to enhance clarity, strengthen sustainability provisions, and refine supplier obligations.</p> <p>Key changes include expanded training and awareness requirements, updated fraud reporting channels, and cybersecurity and intellectual property protections.</p> <p>Suppliers must now manage subcontractors responsibly, prevent unethical influence, report emissions, and align with biodiversity and sustainability objectives.</p> <p>Additionally, a new risk management requirement has been introduced, with revised definitions and acronyms for consistency.</p>	2025/03/10



1. PURPOSE AND OBJECTIVES

- I. Telkom SA SOC Limited and its Group of Companies, which encompasses all its business units, divisions and subsidiaries (hereinafter “Telkom”), take pride in fostering strong, ethical and inclusive relationships with a diverse network of suppliers across various commodities. Telkom is committed to maintaining the highest standards of integrity, transparency, and ethical conduct in all Supplier engagements. The selection, management and interaction with our Suppliers is critical to our business success and reputation.
- II. Telkom aims to ensure that all engagements and interactions with their Suppliers meets the following key objectives:
 - a. To ensure that all Procurement Activities follow a process which is sustainable, effective, efficient, competitive, ethical, and commercially responsible.
 - b. To promote a culture of professional conduct by all Suppliers that is respectful, trustworthy, and honest in dealing with Telkom throughout the entire Procurement Process.
 - c. To maintain transparent, auditable, and accountable Procurement Activities and Processes.
 - d. To focus on maximising Telkom’s relationships with Suppliers to meet Telkom’s partners, shareholders and customers’ expectations.
 - e. 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.
 - f. To ensure that all Procurement Activities and Processes complies with the applicable legislative requirements.
 - g. 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”) or any other legislative requirement or initiatives.
 - h. To ensure compliance with the Telkom Group Ethics Handbook and fraud policy statement, available on the Telkom website, at <https://group.telkom.co.za/sustainability/Sustainability.html>, in relation to all Procurement and Contract Management Activities and Processes.
 - j. To prevent any irregularities in Procurement Activities and Processes.

2. OWNERSHIP

- I. 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 ethical conduct is aligned with the same ethical standards.
- II. Ethics assurance shall be provided by the Telkom Group Internal Audit (“TGIA”) office.

3. COMMUNICATION, TRAINING AND AWARENESS

- I. Procurement will communicate and promote the Supplier Code of Conduct internally and externally to relevant stakeholders and provide appropriate training, create awareness and provide 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 when engaging with Telkom while also promoting continuous improvement in all aspects.
- 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 with integrity, responsibly, and in compliance with all relevant laws, regulations, and standards in the countries in which they operate.
- IV. Suppliers are required to read the Supplier Code of Conduct and acknowledge their commitment and agreement to the terms of the Supplier Code of Conduct by signing the declaration form, provided in Annexure B. This declaration shall remain valid for all future contracts and engagements with Telkom. All subsequent contracts will automatically incorporate the signed declaration as a binding commitment to the principles outlined. In the event that Telkom issues an updated version containing material amendments, Suppliers shall be required to formally reaffirm their commitment to the revised terms.
- V. Suppliers' declaration shall also form part of the application process to be registered as a vendor on the Telkom supplier database.
- VI. Telkom acknowledges that local laws may, in some instances, be less restrictive than the provisions outlined in 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, Suppliers are expected to comply with applicable local laws.

5. SUPPLIER 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 are expected to act in a manner that promotes and upholds healthy competition.



5.2 Bidder and Supplier Commitment

- I. Bidders and Suppliers commit to taking all necessary measures to prevent corruption, unfair practices and unethical conduct in the Procurement Process or during the execution of the contract, to secure or further their interests in the contract.
- II. Suppliers will engage with Telkom personnel in a professional manner and through the appropriate channels.
- III. No Supplier will be permitted in the Telkom office space or premises without an accompanying Telkom employee.
- IV. Suppliers are required to strictly adhere to the applicable escalation processes and procedures.
- V. In the event of any audit, review, or forensic investigation initiated in relation to a Supplier, the Supplier shall provide full cooperation and make available all necessary information, records, and documentation required to facilitate the conclusion of such audit.

6. MONITORING AND REPORTING

6.1 Reporting

- I. Telkom and its Suppliers will make reasonable efforts to provide their employees and stakeholders with a confidential mechanism to report any actual or potential breach of this Supplier Code of Conduct.
- II. Telkom Group Forensics is responsible for overseeing and managing fraud risk within the Telkom Group. This includes the prevention, detection, and investigation of fraudulent and irregular conduct as well as reporting such matters to Telkom management. Any instances of fraud and irregular conduct may be reported through the following confidential channels:
 - a. Contacting the 24-hour Telkom Crime Hotline at **0800 124 000**
 - b. The Be Honest website at <https://behonest.co.za/>
 - c. WhatsApp by sending a message to **081 222 5999**
 - d. Sending an SMS to **48691**

6.2 Monitoring

- I. 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 on 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.

- III. Suppliers shall adhere to the Supplier Code of Conduct. Any conduct inconsistent with the Code of Conduct may result in Suppliers being subjected to the Supplier Compliance Management Council process for further review and potential remedial action. In cases where a Supplier is found to have engaged in fraud, corruption, or other serious misconduct, Telkom reserves the right to initiate the blacklisting process, which may result in Suppliers being restricted from any future business engagements with Telkom.

7. DATA PROTECTION

7.1 Protection of Personal information

- 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 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 outlined by the Protection of Personal Information Act 4 of 2013 and any equivalent data protection law applicable in the jurisdiction where Suppliers provide services and the requirement of all applicable codes of conduct.
- 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.

7.2 Cyber Security

- I. Suppliers shall implement and maintain appropriate cybersecurity measures to safeguard Telkom's data, systems and networks from unauthorised access, breaches or cyber threats.
- II. Suppliers shall comply with all applicable cybersecurity laws, industry standards, and Telkom's security policies, available on the Telkom website at <https://group.telkom.co.za/sustainability/Sustainability.html>, including but not limited to data encryption, secure access controls and incident response protocols.

7.3 Obligation to Report Data Breaches

- I. Suppliers shall promptly notify Telkom in writing, as soon as they become aware of any actual, suspected, or potential data breach, cybersecurity incident, or unauthorised access involving Telkom's data, systems or networks via the following designated mailboxes:
 - a. POPIA mailbox: popi@telkom.co.za
 - b. Cybersecurity: securityawareness@telkom.co.za
 - c. Procurement Services must be included in all correspondence related to data breaches: procurementcoe@telkom.co.za

7.4 Intellectual Property Rights

- I. Suppliers shall respect and uphold all intellectual property ("IP") rights, including but not limited to patents, trademarks, copyrights, trade secrets, and proprietary information belonging to Telkom or any third party.
- II. Suppliers shall not use, reproduce, distribute or disclose any intellectual property of Telkom without prior written consent, except as required for the performance of contractual obligations.

8. SUB-CONTRACTORS

- I. Suppliers shall ensure that their Sub-contractors are aware of and compliant to the provisions of this Supplier Code of Conduct.
- II. Suppliers are solely responsible for managing all disputes, relationship matters, and queries raised by their Sub-contractors. Telkom will not engage directly with the Sub-contractors regarding grievances, complaints or contractual matters related to Suppliers agreement with Telkom.
- III. Telkom reserves the right to instruct Suppliers to terminate the services of their Sub-contractors on basis of non-compliance to this Code.
- IV. Sub-contractors shall adhere to the applicable Supplier escalation processes in its engagement with Telkom.

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

9.1 Prevention of Corrupt Activities

- I. Telkom promotes an organisational culture committed to honesty and ethical business practices and maintains a zero tolerance to 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 ("PRECCA"). It is therefore important to Telkom that Suppliers and any Sub-contractors appointed by Suppliers, 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.
- IV. Suppliers shall implement and maintain adequate policies, controls, and procedures to prevent bribery, corruption, fraud and any unethical business practices in all its dealings with Telkom and third parties.

9.2 Gifts and other business courtesies

- I. Notwithstanding any provision of the Telkom Group Ethics Handbook, 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.
- II. A zero-tolerance policy applies to all employees within Procurement and related Procurement functions regarding the receipt and offering of gifts and gratification, unless the gift or gratification is in accordance with the thresholds as outlined in the Telkom Group Ethics Handbook.

- III. Suppliers shall not offer to any Telkom employee, contractor or Agent:
 - a. money, property, immoveable assets, irrespective of the value or,
 - b. gifts cards or vouchers, loans, shares or share options, above the retail value as outlined in the Telkom Group Ethics Handbook, and
 - c. hospitality packages above the retail value as outlined in the Telkom Group Ethics Handbook, or
 - d. preferential treatment or favour.
- IV. Notwithstanding paragraph I to III above, and with due regard to the Telkom Group Ethics Handbook, Bidders and Suppliers shall not offer a gift or hospitality packages to the same Telkom employee more than once within a twelve (12) month period, irrespective of the value of such gift of hospitality package.
- V. The Telkom Group Ethics Handbook is available on the Telkom website, at <https://group.telkom.co.za/sustainability/Sustainability.html>, which categorically states that the use of bribes and any other dishonest or unethical behaviour is prohibited. Bidders and Suppliers undertake to not commit offences outlined therein or instigate third parties to commit offences outlined therein or be an accessory to any such offences.
- VI. Suppliers may be requested to submit annual reports, as required by Telkom, specifying any gifts, courtesy, hospitality or any other inducement offered to Telkom employees or appointed Agents or confirm whether any such gifts or gratifications were offered, irrespective of value outlined in the Handbook referred to 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 employees and/or its Agents.
- 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 themselves and Telkom, irrespective of whether such declaration implies or is deemed to be a conflict.



10. EMPLOYMENT LAWS AND REGULATIONS

Suppliers will comply with all local and international laws, where applicable, relating to labour, employee safety and wages, and minimum 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 Labour Law

- I. Suppliers and their Sub-contractors will ensure compliance with all applicable child labour laws and regulations and implement appropriate measures to prevent any form of child exploitation within their operations. Specifically, they shall not employ:
 - a. any person under the age of fifteen (15) years; or
 - b. any person below the minimum school-leaving age as prescribed by applicable law.
 - c. any person in employment or work that is inappropriate for their age.
 - d. any person in employment or work that endangers their well-being, education, physical or mental health, or spiritual, moral or social development.
- II. Suppliers must implement and maintain robust age verification processes to ensure compliance with this policy and prevent the employment of underage persons.
- III. In instances where the age of an employee is a relevant factor and sufficient documentation is unavailable, Suppliers and their Sub-contractors shall be required to demonstrate that they had a legitimate basis to believe that the person was of legal working age.
- IV. Employment Contracts:
 - a. All employees should be provided with written and understandable information about their terms and conditions of employment conditions, in particular wages / salaries, benefits and working hours.
- V. Privacy:
 - a. Suppliers shall take reasonable steps to safeguard the employees' privacy when collecting, processing or storing their personal information, ensuring that any collection of employee information is for legitimate business purposes and compliant with the Protection of Personal Information Act 4 of 2012 ("POPIA").
- VI. Immigration Compliance:
 - a. Suppliers may only employ workers who have a legal right to work. If Suppliers employ foreign or migrant workers, Suppliers must ensure their employment is fully compliant with the immigration and labour laws of the host country. Suppliers and their Sub-contractors must adhere to The Immigration Act 13 of 2002.
- VII. Grievance Processes:
 - a. Suppliers are encouraged to 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 should not engage in any practices involving enslaved, involuntary, forced, prison or debt bondage labour, including, human trafficking or any activities that promote modern slavery. Suppliers should not permit any corporal punishment, physical or psychological abuse, or threats of violence or coercion to secure or retain its employees.
- II. Employees or workers should not be required to lodge "deposits" or surrender their identity documents.
- III. Workers should be treated with respect and dignity, ensuring that they are not subjected to any form of physical, sexual, psychological or other form of harassment or abuse.

10.3 Diversity

- I. Suppliers should ensure that their working environment is inclusive and supportive for all their employees and Sub-contractors.
- II. Suppliers should not engage in any form of discrimination against employees. Discrimination based on race, ethnicity, colour, sex, marital status, disability, pregnancy (unless required by applicable laws or for workplace safety), or any other characteristic protected by local law is strictly prohibited.

10.4 Freedom of Association

- I. Suppliers should respect their employees' right to form or join trade unions of their own choosing and engage in collective bargaining, in accordance with the provisions of the Labour Relations Act 66 of 1995.

10.5 Wages

- I. Suppliers are expected to comply with all minimum wage requirements and ensure that all statutory deductions as required under any local laws are complied with.
- II. Wages should align with industry norms and at least, meet the national minimum wage.
- III. Working hours and overtime should be fair, safe and reasonable. All overtime should be voluntary.
- IV. Workers should be entitled to annual leave and public holidays in accordance with local laws.
- V. Working hours should align with employment legislations or regulations in force from time to time, or in any collective bargaining agreement entered into with the employee's trade union.

11. HEALTH AND SAFETY

- I. Suppliers must comply with all applicable health and safety laws, regulations, and industry standards when carrying out any Telkom-related activities, whether providing goods or services. This includes adherence to relevant Acts, Regulations, Notices, and South African National Standards ("SANS") where applicable. In the absence of specific national legislation, Suppliers are expected to follow recognised industry best practices. Additionally, Suppliers must comply with all local health and safety bylaws and regulations relevant to their operations and service delivery for Telkom.
- II. Suppliers are expected to obtain, maintain, and ensure compliance with all required permits and laws related to health, safety, hygiene, sanitation, fire safety, electrical, mechanical and structural safety. Suppliers shall implement a comprehensive health and safety management system to manage and mitigate risks.
- III. Suppliers shall provide confirmation of compliance to the Compensation Occupational Injuries and Diseases Act (COIDA) through the continued submission of a valid Letter of Good Standing from the Compensation Commissioner, as required by Section IX of the COIDA Act for the duration of the contract or agreement. Suppliers shall be required to annually submit a valid Letter of Good Standing.
- IV. Suppliers shall demonstrate compliance to Telkom Group's Health and Safety requirements by signing 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. Suppliers shall establish and maintain a system for recording and investigating accidents, near misses and first-aid events. This investigation shall include a root cause analysis and the implementation of preventative and corrective actions to prevent reoccurrence. Supplier are prohibited from taking punitive measures against employees who report or are involved in accidents, near misses or first-aid events, except where the employee is found to have acted with wilful negligence.
- VI. Telkom reserves the right 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. Suppliers must submit SHE files within the agreed timeframes.

12. ENVIRONMENTAL MATTERS AND THE COMMUNITY

- I. Suppliers are expected to 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, whether related to goods or services.
- II. Telkom encourages its Suppliers to actively contribute to improving and promoting a clean environment by expedient use of environmentally friendly raw materials during product manufacture or service provisioning. Suppliers shall be required to have a SHE policy in place as part of their contract obligations.
- III. Environmental Permits and Reporting:
 - a. Suppliers must obtain, and maintain all required environmental permits (e.g., discharge monitoring), approvals and registrations.

IV. Hazardous Waste Management:

- a. Suppliers must effectively identify and manage the safe handling, movement, storage, and disposal of substances that pose a threat to the environment, including providing workers with appropriate training on the safe handling and disposal of hazardous substances.

V. Commitment to Sustainable Practices

- a. Telkom is committed to promoting environmental sustainability and fostering a circular economy as part of its broader ESG vision.
- b. Suppliers are encouraged to use water responsibly, ensuring efficient consumption and minimising waste.
- c. Suppliers should, where feasible, adopt and integrate the principles of Reduce, Reuse, and Recycle ("3Rs") into their operations to minimise environmental impact and optimise resource efficiency. This includes:
 - i. Reducing waste generation and unnecessary resource consumption.
 - ii. Reusing materials and products wherever feasible to extend their lifecycle.
 - iii. Recycling waste and by-products to divert materials from landfills and support a circular economy.

VI. Management of Environmental Impact:

- a. Suppliers are encouraged to manage compliance, minimise environmental impact and drive continual improvement through the implementation of a Supplier management system.
- b. Suppliers are expected to implement measures to minimise the impact of their operations on biodiversity and natural ecosystems. This includes:
 - i. Avoiding sourcing materials from protected areas or endangered habitats.
 - ii. Preventing pollution that could harm local ecosystems and wildlife.
 - iii. Supporting biodiversity conservation efforts through sustainable land use and restoration activities.

VII. Monitoring and Measurement:

- a. Suppliers are expected to develop robust means by which it identifies and monitors the environmental impacts of its activities. This should include use of materials, waste and emissions.
- b. Suppliers should demonstrate a commitment to sustainable business practices, and encouraged to include:
 - i. Implementing an environmental management system (e.g., ISO 14001 certification or equivalent).
 - ii. Measuring and reducing Greenhouse Gas ("GHG") emissions, water consumption, and waste generation.
 - iii. Disclosing environmental performance metrics and continuous improvement initiatives upon request by Telkom.

VIII. Suppliers are encouraged to engage with communities and invest in society in a way that makes effective use of resources including the support for charitable organisations.

IX. 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. CLIMATE REPORTING

- I. Commitment to Climate Action
 - a. Suppliers acknowledge the importance of reducing GHG emissions and mitigating climate change impacts and shall actively seek to minimise energy consumption and associated GHG emissions in alignment with environmentally responsible business practices.
 - b. Telkom's validated science-based targets and performance commitments shall serve as a reference for assessing supplier alignment with climate objectives.
- II. Emission Reduction Initiatives
 - a. Suppliers are encouraged to implement emission reduction initiatives and transition plans to decrease GHG emissions across its operations and supply chain.
 - b. Suppliers should enhance energy and resource efficiency by adopting best practices, including exploring and integrating renewable energy strategies where feasible.
- III. Climate Reporting Obligations
 - a. Suppliers should endeavour to make reasonable efforts to track, report, and disclose relevant GHG emissions data in accordance with recognised standards.
 - b. Where Suppliers do not have the necessary GHG emissions data readily available, Telkom may provide a transition period, during which Suppliers shall develop internal capabilities to measure and report such data.
 - c. Suppliers should work towards aligning its reporting with global best practices and frameworks, as may be communicated by Telkom from time to time.
- IV. Supplier Evaluation and Compliance
 - a. Compliance with climate action requirements may form part of Telkom's supplier evaluation and selection criteria. Suppliers will be required to demonstrate proactive climate strategies, emissions reduction plans, and transparent reporting.
- V. Continuous Improvement and Collaboration
 - b. Suppliers should engage in continuous improvement efforts regarding climate action, including collaborating with Telkom to explore innovative solutions for sustainability.

14. CONFLICT MINERALS

- I. Certain minerals, including tantalum, tin, tungsten, and gold (collectively known as 4TG) are commonly used in the production of electronic devices. These minerals may be sourced from war-torn or political unstable regions 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 disclose whether any products or materials supplied to Telkom contain tantalum, tin, tungsten or gold.
- IV. Telkom reserves the right to engage with relevant Suppliers to conduct formal due diligence using the Conflict Minerals Reporting Template and to collect Reasonable Country of Origin information. Supplier responses will be reviewed, analysed, and incorporated into Telkom's annual reporting.

15. COMPLIANCE AND IMPLEMENTATION

15.1 Business Licenses

Suppliers 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. Suppliers are expected to act in a manner that promotes and upholds healthy competition.

Suppliers 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.

15.2 Taxation, Financial Integrity and Retention 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 Services ("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.

15.3 Risk Management

- I. Suppliers are expected to adopt a comprehensive risk management framework to proactively identify, assess, and mitigate risks associated with their operations, products, and services. This may include:
 - a. Conducting regular risk assessments to evaluate potential threats related to legal, ethical, environmental, financial, operational, cybersecurity, and reputational risks.
 - b. Implementing preventative and corrective measures to mitigate identified risks, ensuring compliance with the Supplier Code of Conduct and relevant industry regulations.

15.4 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 EME, QSE or Suppliers with a minimum Level 3 B-BBEE 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.

15.5 Brand Matters

- I. Suppliers and their Sub-contractors are strictly prohibited from using Telkom's Intellectual Property, including its name and brand and any depiction thereof, except for the provision of the contracted goods or services.
- II. Any use of Telkom Intellectual Property, including name, brand, and any depiction of the logo, must strictly comply with the terms and conditions of the contract concluded between Telkom and Suppliers.
- III. Suppliers must conduct themselves in a manner that upholds and protects Telkom's brand and reputation. Any actions, whether direct or indirect, that could harm Telkom's brand or reputation in the course of the execution of the contract or engagement with Telkom are strictly prohibited.



15.6 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 Hotline, depending on the nature of the incident.
- II. Suppliers will use their reasonable endeavours to provide their 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 Telkom as outlined in [section 6.1](#).

15.7 Interface between Telkom and Suppliers

- 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.

15.8 Audit Rights

- I. Telkom may at its discretion and cost audit Suppliers compliance with this Supplier Code of Conduct, or any subsequent signed agreement with Telkom, including audits of Suppliers premises and systems as applicable and relevant. Telkom may further request Supplier self-assessments on Suppliers compliance with this Supplier Code of Conduct.
- II. Audits shall be carried out with reasonable prior notice to Suppliers and in a manner so as to cause as little disruption as possible to Suppliers business operations 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.

15.9 Conclusion

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

16. 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.
 - a. Restrict Suppliers from doing business with Telkom (either in relation to volumes or value of potential future Tenders or Purchase Orders) for a specific period.
 - b. Disqualify Suppliers from participation in any tender process.
 - c. Recover all costs, losses and damages it has incurred or suffered resulting from that Supplier's conduct.
 - d. Cancel the Contract and claim any damages which it has suffered resulting from having to make less favourable arrangements due to such cancellation.
 - e. Forward the matter to the relevant authority for criminal prosecution.
- III. Where Suppliers have 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 Suppliers impose any or any combination of the following actions:
 - a. Cancel the Contract,
 - b. Disqualify Suppliers from the tendering process,
 - c. Recover all costs, losses or damages it has incurred or suffered resulting from Suppliers conduct,
 - d. Restrict Suppliers from obtaining business from Telkom for a period not exceeding ten (10) years, or
 - e. 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: Procurement Governance at procurementcoe@telkom.co.za.

17 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 Group Chief Financial Officer or the Telkom Group Chief Executive Officer for resolution.

18 VARIATION AND AMENDMENT

- I. 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.

19 LAWS AND REGULATIONS

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

20 DEFINITIONS, ABBREVIATIONS AND ACRONYMS

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

21 EXCEPTIONS

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

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

22.1 Definitions

Definitions	Description
Agent (or partner)	Means any person other than an employee of Telkom who acts on behalf of Telkom with the relevant authority
Code	Means this Supplier Code of Conduct
Company or Telkom or Telkom Group	Means Telkom SA SOC Limited, a listed company with registration number 1991/005476/30 and its Group of Companies, all business units and subsidiaries in which Telkom has a controlling interest.
Data	Means any information which may be provided by the Telkom Group to Suppliers and / or processed by Suppliers on behalf of the 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.
Deposits	Means any monetary or valuable security that employers unlawfully require employees or workers to pay as a condition of employment.
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 IX. 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 which includes the individual business units within Telkom SA SOC Limited and all subsidiaries in which Telkom SA SOC Limited has a controlling interest
Sub-contractor(s)	Means the Tier 2 suppliers engaged by a primary (Tier 1) supplier to fulfil contractual obligations with Telkom. Such Sub-contractors shall provide goods, services, or components that form part of, or contribute to, the execution and performance of the primary supplier's contract with Telkom.

Definitions	Description
Supplier(s)	Means any natural or juristic person that provides works, goods, products, materials, labour or services, including consultants, contractors and service providers and their sub-contractors as may be applicable (including potential future suppliers).
Supplier Compliance Management Committee	Means the Supplier Procurement governance and compliance management Committee as established by Telkom.
Tender or Bid	Means the process (including all associated documents and Supplier responses thereto) whereby Telkom invites potential Suppliers to submit an applicable response to one or more of the following: <ul style="list-style-type: none"> I. Request for Quotation ("RFQ") II. Lump Sum or Flat Rate Tenders III. Request for Information ("RFI") IV. Request for Proposal ("RFP") V. Request for Bid ("RFB") VI. e-Auction event

22.2 Acronyms

Acronyms and Abbreviations	Description
3Rs	Reduce, Reuse, and Recycle
B-BBEE	Broad-Based Black Economic Empowerment
COID	Compensation Occupational Injuries and Diseases Act
EME	Exempted Micro Enterprises
GHG	Greenhouse Gas
IP	Intellectual Property
POPIA	Protection of Personal Information Act
PRECCA	Prevention and Combatting of Corrupt Activities Act 12 of 2004
QSE	Qualifying Small Enterprises
SANS	South African National Standards
SARS	South African Revenue Tax Authority
TGIA	Telkom Group Internal Audit

22.3 Reference Documents

- I. Telkom Group Ethics Handbook

22.4 Laws and Regulations

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 (COIDA)
- 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 provision

23. APPENDIX B: BIDDER AND SUPPLIER DECLARATION

- 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 have:
 - a. Read the Telkom Supplier Code of Conduct.
 - b. Understand the Telkom Supplier Code of Conduct; and
 - c. Will comply with the Telkom Supplier Code of Conduct.

_____ Signed on this _____ day of _____ 20 _____ at _____

Herein represented by _____ (full name and surname) in his/her

capacity as _____ (designation) and duly authorised by (Company Name).

Signature:

Date:



A photograph of a classical stone column, likely made of marble, with a fluted shaft and a decorative capital. The column is positioned on the left side of the frame. A large, solid blue geometric shape, resembling a stylized 'Y' or a series of overlapping triangles, is superimposed over the right side of the image. The background is a light, textured surface, possibly a wall or a sky. The overall composition is modern and architectural.

Thank You