



Requirements for Ethical Business Practices

Integrity and morality are important for the Company to conduct its business. Every employee has a duty to perform his/her duties with honesty and transparency. In this regard, the Company has prepared the requirements on business operation and code of ethics for all of its directors, executives, and employees, hereinafter together referred to as “**the Employee**”, for their understanding and guideline for compliance. In addition, the Company also expects its business partners, such as suppliers and customers, to comply with such requirements, details of which cover the following matters:

1. Basic Conduct

Respect for Dignity of Other Persons, Integrity, and Unity

The Company respects dignity of other persons, including privacy and personal rights of all people. The Employee shall work with people from several countries with cultural, religious, age, racial, and sexual differences, in compliance with corporate principles and regulations of each country. The Employee is required to ensure equal treatment to all people. This principle applies for both the Employee in the Company and third-party persons out of the Company, including suppliers, customers, and business alliances as appropriate.

The Employee shall perform their duties with integrity, transparency, and responsibility, which shall promote confidence to relevant persons.

Management of Work, Responsibility, and Supervision

All supervisors shall behave themselves to earn respect of other persons, and shall preserve their dignity for public acceptance. In addition, they shall not perform any acts which may harm good image and reputation of the Company, and they shall be a role model for those under their supervision by strictly complying with laws, and regulations



applicable to the Employee. It is a duty of all supervisors to ensure that no breach of laws or regulations of the Company has been committed by those under their supervision.

All supervisors shall treat the Employee with kindness and fairness, shall take good care of the Employee, and shall highlight importance of development, dissemination of knowledge, and competence of the Employee. Opportunities shall be equally and regularly given to the Employee.

2. Compliance with Applicable Laws, Regulations, and Rules

The Company runs its business under several laws, regulations, and rules. In certain cases, local laws may contain different provisions. The Employee is, therefore, required to carefully study such laws, and to perform their duties in compliance with them and with the business of the Company. If the Employee is in breach of any laws or regulations in the performance of their duties, not only the Employee is at risk of being legally prosecuted and assuming legal liability, but the Employee will also put the Company at the same risk. In such case, disciplinary measures may immediately be imposed against the Employee. This may include termination of employment.

The Employee is required to have sufficient knowledge of laws applicable to their duties, be aware of disadvantages, and be able to make a decision on when to seek advice from their supervisors or other appropriate persons.

3. Public Reports

The Company is required to strictly comply with accounting standards. Accurate, complete, reliable, and timely financial reports are absolutely crucial for the business of the Company.

Any public reports and disclosure of information made by the Company for the purpose of submission to the Stock Exchange of Thailand or other public announcement shall be complete, reliable, and timely. If the Employee is required to provide any information to the public and have any concern about how to properly make such public disclosure, the



Employee is advised to promptly consult with the compliance officer about compliance with requirements. The Employee shall also make their best effort to make correct and timely reports and disclosure in accordance with their duties and responsibilities.

All transactions shall be accurately summarized and recorded in the financial reports of the Company in compliance with the accounting standards. The Employee who is responsible for, or involved in preparation of any financial or accounting reports shall have knowledge of and shall comply with financial and accounting policies of the Company in good faith, and shall ensure that such reports will be complete, accurate, and timely. Any recording of inaccurate information into the accounting system of the Company shall constitute a wrongdoing, and may lead to disciplinary measures which include termination of employment. If the Employee detects any financial inaccuracy, the Employee shall promptly notify the compliance officer.

The Employee may not directly involved in preparation of financial or accounting reports, such as those involved in products, marketing, management, or assessment which may have an effect on any reported financial information of the Company. Therefore, the Employee who is not directly involved in preparation of financial or accounting reports shall ensure that accurate and complete information has duly been submitted to the Employee who is involved in preparation of financial and accounting reports.

Auditors of the Company shall have the duty to fairly and accurately audit and approve documents prepared by the Company. The Employee is required to provide coordination to independent auditors and auditors of the Company in good faith. In addition, the Employee shall not cause any fraud, or by their influence, threat, or manipulation, deprive such auditors of freedom to render their opinions on financial records, business operation, control, or any other relevant matters.



4. Insider Trading

The Employee is required to comply with laws on insider trading. The Employee shall not trade shares of the Company, or persuade third-party persons to trade such shares, or offer to trade such shares, whether by themselves or through agents, with reliance on and benefit of any information which is notified to them, but still remains undisclosed.

5. Conflicts of Interest and Management of Business Opportunities of the Company

All employment contracts entered into by the Employee and the Company shall be subject to the maximum benefits of the Company, not subject to personal relationship or personal benefits. The Employee should avoid any situation which may give rise to conflicts of interest between the Company and the Employee or family members of the Employee. The Employee should not perform any acts which may be in direct or indirect competition against the Company, and should not take advantage of any opportunities of the Company for their own benefits.

Any transactions conducted by the Company and any persons deemed to be related persons shall be submitted to the Audit Committee of the Company for audit purpose.

Conflicts of interest may be obscure sometimes. If the Employee has any enquiries, the Employee should consult with their supervisor, the compliance officer, and/or comply with the procedures provided in Clause 9 and Clause 10.

6. Confidentiality

The Employee shall protect confidentiality for all confidential information, including all information relating to the Company which still remains undisclosed. In addition, the Employee shall maintain confidentiality for any information obtained from the Company, customers, and suppliers. Disclosure of such information shall be made when approved by the Company or when required by laws.



Confidential information is not limited to trade secrets of the Company, but includes business trends and business plans, information on financial transactions, new products and marketing plans, research and development of concepts or information, manufacturing processes, information on business acquisition, investment and sale of investment funds, change of important personnel and existing contracts and contracts to be executed, purchase orders, suppliers, customers and sources of funds, or relevant loss.

The confidentiality obligation is binding on the Employee both inside and outside of the workplace, and continues to be binding on the Employee after the employment or directorship terminates.

7. Working with Customers and Suppliers

The Employee shall perform their duties in good faith for customers, suppliers, and other employees of the Company.

The Company is required to comply with several laws which prohibit the Company from involving in unfair or deceptive trade practices, such as bribery or offering benefits in return for business or for inducing other persons to be in breach of contracts, or the purchase of trade secrets of business competitors through bribery or theft.

In certain cases, the Employee may offer or receive lawful business facilitating items to promote good business relationship. Such business facilitating items may include gifts, food, services, entertainment, privileges, or other things in compliance with the business of the Company, local custom. Such items shall be reasonable and appropriate to situation, and should not be extravagant or more than what is necessary. The Employee should avoid offering or receiving cash, or any other business facilitating items which may constitute bribery or offering benefits in return. All expenses incurred by business facilitating items shall be accurately and completely recorded in the accounting system.

In order to conduct business with government authorities, the Employee shall comply with all relevant laws and regulations. The Employee is recommended to study relevant special laws.

The Employee shall manage non-public information of other persons in compliance with agreements entered into by the Company and owners of such information. Such non-public information includes records, reports, summaries, and other



key information. The Employee is recommended to consult with the Finance & Accounting Director about the entering into confidentiality agreements with information owners.

8. Health and Safety

In order to promote the best implementation of safety measures, the Employee shall perform their duties in compliance with the health, safety, and environment policy which shall apply to:

- technical planning of workplaces, equipment and devices, and procedures;
- safety management; and
- individual work behavior.

9. Protection and Proper Use of Properties of the Company

All properties of the Company, both tangible and intangible, are provided only to the Employee authorized by the Company to accomplish business objectives of the Company. Intangible properties include intellectual properties, such as trade secrets, patents, trademarks and copyright, business, marketing and service plans, databases, records of the Company, salary information, any undisclosed financial information or reports. Any unauthorized use of any properties of the Company is prohibited, and the Employee shall not destroy or cause any loss to the properties of the Company.

The Company provides computers, electronic mails (emails), and internet access to the Employee for fulfilling the business objectives of the Company. Therefore, the Company is entitled to access, disseminate, or store any information which is created or available in such computers or the email system of the Company. The Employee shall not use emails, the internet, or voice messages for any purposes which are contrary to any policies of the Company, or any standards provided herein, or any laws. The Employee shall not make a copy of, or sell, or transfer (whether inside or outside of the Company) any copyrighted printed materials, including software, handbooks, articles, books, and databases which are



used in the Company or which are created by other organizations and the Company is authorized to use, unless the Employee is approved to so proceed under relevant agreements on the right of use.

10. Reporting of Violation of the Company's Policies and Receipt of Complaints about Financial Reports or Accounting

The Employee is encouraged to immediately report any violation of, or any acts which are likely to give rise to any violation of any requirements provided herein to the compliance officer. If the Employee wishes to remain unidentified, the Company shall keep the names of the Employee confidential, or if the Employee wishes to remain anonymous, a letter shall be addressed to the Finance & Accounting Director and delivered to Vintcom Technology Public Limited Company located at Room No. 1401, 14th Floor, Sermmitr Tower, No. 159/21, Sukhimvit 21 (Asok) Road, Klongtoey-Nuea Sub-District, Wattana District, Bangkok, 10110. The Employee is requested to provide as much information as possible and copies of all relevant documents. If the report of the Employee involves internal accounting control or audit substance, or if the Finance & Accounting Director is found to be involved in any violation, the Employee may contact the Audit Committee by sending a letter to the Director of the Audit Committee of the Company at the address provided in this Clause.

No person who makes a report on any violation of, or any acts which are likely to give rise to violation of any requirements provided herein or other policies with good intention, or no person who assists in procedures in respect of such violation shall be subject to any vengeance, threat, harassment, or hostile reaction. If the Employee suspects that any violation is probably committed, do not attempt to investigate or solve the problem by themselves. The Employee is advised to notify responsible persons immediately to ensure that a detailed investigation is carried out in the timely manner, and that the summary thereof is made by appropriate personnel. Any delay in reporting or notification may have an effect on the outcome of the investigation. Violation of the requirements provided herein or any applicable laws



and/or regulations is a serious matter and may lead to legal consequences. Therefore, any reports on any such violation shall be made on correct information and on reasonable grounds.

11. Procedures for Compliance with Rules and Regulations

The requirements for business operation, including ethics and applicable laws provided herein, are based on the core value of the Company. The Employee shall have good understanding of such requirements, and shall be able to provide advice to other persons for their good understanding as well.

Compliance

The Company expects full understanding of the Employee about the requirements provided herein as well as their strict compliance therewith.

Arrangement for Compliance with the Requirements

The Finance & Accounting Director shall perform as the compliance officer to supervise compliance with the requirements provided herein. The compliance officer shall supervise and arrange for communication, training, and review of, as well as compliance with the requirements with the assistance of directors and supervisors. In addition, environment which encourages the Employee to communicate and report any acts in violation of the requirements shall be promoted.

Access to the Requirements

All Employees, including agents, and parties to contracts of the Company shall be able to access any notifications regarding the up-to-date requirements provided herein.



Monitoring

Supervisors shall have a duty to answer any enquiries made by the Employee regarding the requirements, as well as to provide additional explanations, particularly if violation is committed, supervisors shall promptly report such violation to the compliance officer. In such case, supervisors shall work with the compliance officer to assess relevant issues and to pursue remedy in compliance with the requirements and other relevant policies.

Approval and Waiver

The Board of Directors of the Company or other Boards of Directors authorized by the Board of Directors of the Company shall have a duty to consider and approve any matters which are required to be approved in respect of any members of Boards of Directors or executives. The Finance & Accounting Director shall have a duty to consider and approve any matters which are required to be approved in respect of employees, agents, or parties to contracts. Any waiver to the requirement provided in this Clause granted to any members of Boards of Directors or any executives shall be approved in writing by the Board of Directors of the Company or other Boards of Directors authorized by the Board of Directors of the Company. Any waiver to the requirement provided in this Clause granted to any employees, agents or parties to contracts shall be approved in writing by the Finance & Accounting Director.

Internal Audit

The Board of Directors of the Company or other Boards of Directors authorized by the Board of Directors of the Company shall be in charge of conducting the audit or shall authorize other persons to conduct the audit, and shall consider imposing appropriate disciplinary measures against any members of the Board of Directors of the Company who are in breach of any requirements provided herein.



The Board of Directors may assign the Finance & Accounting Director to be in charge of the audit or to be in charge of further assigning other persons to conduct the audit. The Finance & Accounting Director shall consider imposing appropriate disciplinary measures against any employees, agents, and parties to contracts who are in breach of any requirements provided herein. The compliance officer shall make occasional reports on any violation of any requirements provided herein and remedial proceedings to the Board of Directors of the Company or other Boards of Directors authorized by the Board of Directors of the Company. In this regard, the Board of Directors of the Company may investigate such violation and may impose disciplinary measures by itself, or may assign any other persons apart from the Finance & Accounting Director to perform on its behalf.

The Company shall conduct the investigation immediately when it has reason to suspect that any requirements provided herein are violated. If there are sufficient evidences, persons being investigated shall be notified of investigated issues, and that they have the right to defend themselves against allegations. Any persons who are in breach of any requirements provided herein may be subject to temporary job suspension without pay while the investigation is still ongoing. In this regard, the Company shall comply with legal procedures.

Disciplinary Measures

If any employees, agents, or parties to contracts are found to be in breach of any requirements provided herein, the Company shall impose appropriate disciplinary measures against relevant employees, agents, or parties to contracts. The Company may impose disciplinary measures against supervisors who are in charge of supervision of performance of those persons if it is found that the supervisors have agreed to such breach or have been aware of it, but failed to take appropriate measures. In addition, the Company may legally prosecute the persons mentioned above.



Remedial Proceedings

In case of any violation of any requirements provided herein is committed, supervisors and the compliance officer shall assess the situation to consider whether or not policies and work procedures of the Company should be amended. If such violation is reported to the Audit Committee or other Boards of Directors, the Audit Committee or such other Boards of Directors shall be responsible for considering the imposition of appropriate remedial measures. Such measures may include disclosure of information to the public, training of the Employee, revision or change of policies and work procedures of the Company, improvement of audit procedures to detect violation and prevent it from reoccurring in the future. Remedial measures shall be made in writing as appropriate.