

## **CODE OF CONDUCT FOR EXTERNAL SERVICE PROVIDERS**

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## 1. OBJECTIVE

Shanghai Moonton Technology Ltd and its subsidiaries, affiliates, and divisions (hereinafter collectively referred to as “**Moonton**” or “**we**”), developer and operator of Mobile Legends: Bang Bang, Mobile Legends: Adventure, Watcher of Realms, etc. (hereinafter together referred to as “**Game**”), as part of its business operations, outsource certain activities to external service providers, which, in case of disruption, have the potential to significantly impact the operations, reputation, and/or profitability of Moonton. The objective of this Code of Conduct (hereinafter referred to as the “**Code**”) is to regulate the activities of a service provider and prevent any misbehavior (including but not limited to any breach of contractual obligation, e.g. security/confidentiality, or any non-compliance activity) of service provider during providing a specified service, which may damage the business and/or reputation of Moonton. .

## 2. SCOPE

For the purposes of this Code, a **Service Provider** shall mean any KOL, talent, moderator, consultant, contractor, vendor, supplier, agent, intermediary or other service provider to Moonton, including all employees, subcontractors, agents and intermediaries thereof (hereinafter referred to as “**Service Provider**”). In the case of subcontracting, the Service Provider shall be responsible for ensuring that its contractors carry out their activity in compliance with all the principles set out in this Code.

This Code lays down the responsibilities for the Service Provider while providing services to or performing outsourcing activities on behalf of Moonton. All Service Providers must agree to abide by this Code prior to undertaking any of the aforementioned assignments.

## 3. GENERAL PRINCIPLES

### 3.1 Compliance with Laws

In all their activities, Service Providers must ensure they conduct themselves in compliance with the applicable laws, rules, and regulations of the jurisdictions in which Moonton operate.

### 3.2 Protection of Intellectual Property Rights and Confidential Information

Confidentiality is an important principle that every Service Provider should adhere to. All information related to business operations, without Moonton’s prior written permission to disclose, shall be regarded as confidential.

(a) Service Providers shall use best effort to protect the intellectual property, trade secrets and confidential information (including but not limited to personal data information) of Moonton and its customers, and shall neither disclose such confidential information to any third-party without the prior written consent of Moonton, nor use or exploit it for any purpose other than providing the service.

(b) Upon termination of the applicable agreement/service between a Service Provider and Moonton, Service Provider must return all Moonton property and cease all system access and permissions. Any possession or disclosure of such confidential information shall be regarded as an infringement of Moonton’s legitimate interest, and may face legal sanctions.

(c) Service Providers may use Moonton property only for the purposes identified and directed by Moonton (including compliance with licenses and terms of use) and must report

any actual or suspected violations to Moonton.

The foregoing shall be in addition to any other confidentiality obligations that Service Providers may have pursuant to any applicable agreement with Moonton.

### 3.3 Information and Data Security

Moonton is committed to the protection and security of its information and holds itself and its Service Providers to the highest industry standards with regard to protection and security of information. The following actions shall be deemed as a breach of information security requirements of Moonton and subject to different levels of disciplinary actions, depending on its severity. In case of violation of laws, Moonton will also cooperate with relevant judicial authorities to take legal actions.

(a) Acquire, own, copy, use, disclose, or grant usage permission of confidential information of Moonton or its stakeholders to others (including but not limited to business secrets and confidential statistics such as exclusive data, technology information, operations information, management information, user profiles, business channels, IPR, reporting information, and HR information) without authorization; disclose the above information to a third-party via any means without authorization.

(b) Scan the network or information system of Moonton, download codes, access information of unauthorized security levels, and manipulate servers or application systems of Moonton (including but not limited to manipulating system or application parameters, adding/deleting software or system components, deleting/altering system logs, adding/deleting accounts, and enabling/disabling system services and applications without authorization) without authorization.

(c) Download, or copy confidential information (including but not limited to internal emails, codes statistics, documents, data, and information) without authorization; transfer to or save the above information into external storage platform/medium (including but not limited to external-emails, BBS, instant messaging tools, social media, hard disks, cloud drive, personal servers and other similar storage devices, platforms, mediums, or accounts) without authorization.

(d) Attack or compromise the network or information system of Moonton, including but not limited to tampering with codes, implanting backdoor programs, and accessing business data, personal information of users, or server permission via system vulnerabilities.

(e) Acquire, disclose, or sell personal information or statistics of users, client partners, or other stakeholders via improper means, or take advantage of one's own position and infringe on others' privacy; and

(f) Any other action violating the applicable laws and regulations.

### 3.4 Conflicts of Interest

The term "conflict of interest" describes any circumstance that could cast doubt on a Service Provider's ability to act with total objectivity with regard to Moonton's interest. Service Providers must not try to gain improper advantage or preferential treatment for relationships they have with Moonton or improperly impact an Moonton employee's ability to make sound, impartial and objective decisions on behalf of Moonton, and are required to disclose any situation that appears to conflict, or could conflict in any way, with the interests of Moonton.

### 3.5 Anti-bribery and Anti-corruption

Service Providers must not engage directly or indirectly in any activities that would put Moonton at risk of violating anti-bribery and anti-corruption laws. Service Providers shall ensure that there are adequate supporting documents, in reasonable detail, for the work performed under the applicable agreement and any expenses incurred and maintain true, accurate and complete invoices, reports, statements, books and other relevant records, and will provide the same (within a reasonable time) to Moonton upon request.

### 3.6 Publicity and Advertising

Service Providers will not, without the Moonton's prior written consent, (i) use Moonton's name or logo in publicity or advertising; (ii) use their direct or indirect business relationship with Moonton to imply an endorsement by Moonton of their goods and services, and (iii) make any representation or statement for or on behalf of Moonton.

## **4. GENERAL COVENANTS**

The Service Providers agree to the following covenants while performing any outsourced activities on behalf of Moonton:

(a) To abide by terms and conditions of the agreement and policies (including but not limited to Terms of Service, Privacy Policies and/or other in-game announcements and notices) as provided and updated by Moonton.

(b) To obtain prior written approval of Moonton for use of services of any sub-contractor(s) for all or any part of the outsourced activity.

(c) To obtain prior written approval of Moonton before publishing any posts, making any comments or remarks regarding Moonton or the Game on any social media platform. Service Providers shall not exhibit behaviors that damage and/or wrongly represent the public image of Moonton and/or the Game.

(d) To keep Moonton's best interest in mind and use best endeavors to prevent leakage of Moonton resources (including but not limited to unpublished official material or information), and timely notify Moonton as soon as Service Provider is aware of such leakage of confidential information.

(e) To avoid providing services to or have an interest, directly or indirectly, in a competitor of Moonton during the period of cooperation unless a written approval is acquired.

(f) To not engage in partnership with third parties (including but not limited to acquiring sponsorship, implant advertisement during services) in the below listed categories:

- Account selling, sharing or trading websites;
- Alcohol, drugs or any products used to consume drugs;
- Tobacco or cigarettes, including vaping products;
- Pornography, sexual or adult oriented products or services;
- Gambling, casinos or speculative investing;
- Firearms, weapons or ammunition providers;
- Political candidates or ballot initiatives;
- Cryptocurrency or crypto exchange/investing platforms;
- Other product or service which would be deemed inappropriate, in breach of branding guidelines or in other ways reflect unfavourably on Moonton.

(g) To preserve documents in accordance with regulatory requirements and take suitable steps to ensure that Moonton's protected interests even are post termination/expiry of the service.

(h) To take full responsibility for the consequences and hold harmless, defend and indemnify Moonton from any and all claims, damages, actions and charges whatsoever that may arise out of either violation of this Code, the applicable agreement and/or its own arbitrary behavior.

## 5. COVENANTS FOR KOLS

The **KOLs** refer to in this Section shall include content creator, shoutcaster, streamer broadcast host and/or any other type of influencers and shall agree to the following covenants during promotional activities on behalf of Moonton:

(a) Exclusivity. The KOL shall agree not to promote, stream nor in any way or to any extent involve in any cooperation of any other game products shown hereunder (which list Moonton reserve the right to add to or vary, with notice to KOL) on all social media and streaming platforms run or represented by KOL throughout the period of cooperation.

- Arena of Fate
- Arena of Valor
- AutoChess Moba
- Battleborn
- Bloodline Champions
- Clash Royale
- Dota 2
- Free Fire
- Gigantic
- Hangout
- Heroes Arena
- Heroes of Newerth
- Heroes of Order & Chaos
- Heroes of the Storm
- Honor of Kings
- League of Legends
- League of Legends: Wild Rift
- Marvel Super War
- Onmyoji Arena
- Paladins
- Pokemon Unite
- Prime World
- PUBG
- PUBG Mobile
- Smite
- Strife
- Valorant
- Roblox

(b) Grant of Rights. The KOL shall grant Moonton the right and permission to use his or her image, likeness, voice, signature, quotes and other characteristics as a part of propaganda scheme to be displayed or broadcast on all game related channels. All proprietary rights arising from the above usage shall be owned by Moonton exclusively.

(c) Illegal and Harmful information. The content produced by KOL shall not violate any applicable laws, regulations, custom or policies, and/or contain information of defamatory nature and/or related to copyright infringement.

(d) Evaluation. The KOL shall be evaluated on a regular basis based on the criteria set by Moonton. Under-performing KOLs will be required to go through training and other

improvement measures. If KOL continues to fail the evaluation, Moonton reserves the right to delay and/or deduct the payment accordingly and/or terminate this Agreement at any time.

## **6. COVENANTS FOR MODERATORS**

The **Moderators** refer to in this Section shall mean partners who help Moonton in the execution of projects in social media communities and agree to the following covenants while performing community management on behalf of Moonton:

(a) No Transactions with Unauthorized Parties. Moderators shall neither engage in transactions of virtual currencies and other value-added services of the Game, nor obtain virtual currencies and other value-added services of the Game from a third party by purchasing, accepting gifts or other means.

(b) No Purchasing from Unauthorized Channels. Moderators shall neither make in-game purchases, trade discounted Game props at non-official discounted channels which are not authorized or approved by Moonton, nor entrust a third party or use third party software which is not authorized or approved by Moonton to make in-game purchases.

(c) No False Representations. Moderators shall not act in a manner that implies or is likely to give false impression to be an employee of Moonton in an attempt to obtain improper benefits or infringe upon the lawful rights and interests of others.

(d) No Verbal Abuse. Moderators shall not make statements or convey expression that contain language, vocabularies, characters and other content of offensive, profane, and vulgar nature in the Game, including but not limited to character naming.

(e) No disruption of Game. Moderators shall not interfere with the normal operation and function of the Game or Games service in any way.

## **7. CODE VIOLATIONS**

Moonton maintains the right to monitor a Service Provider's compliance to the Code and audit a Service Provider's control environment. Failure to comply with this Code, depending on its severity, will result in the Service Provider being penalized for mal-performance and may result in termination of the current and/or prevention of future business relationships with Moonton.

## **8. COMMUNICATION CHANNELS**

Service Providers are encouraged to reach out to Moonton business contact or legal team at [legal@moonton.com](mailto:legal@moonton.com) with any questions pertaining to the Code, and also to report any other concerns about questionable business conduct.

## **9. VALIDITY; AMENDMENT**

This document shall remain in effect until a new update is approved or it is repealed accessible at [ ] (receipt of which is acknowledged). It shall be subject to review and amend by Moonton periodically as deemed necessary and in accordance with any regulatory requirements.

Where there is a conflict between the language in this Code and the agreement for products and services between Moonton and the Service Provider, it is understood that the terms in the executed agreement will apply.