



AGREEMENT

FOR THE

SUPPLY OF

GOODS AND SERVICES

PART D

COMPLIANCE CONDITIONS

COMPLIANCE CONDITIONS

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SECTION A : ANTI-CORRUPTION AND ETHICAL BUSINESS CONDUCT REQUIREMENTS

1. DEFINITIONS

For the purpose of this Agreement:

‘Anti-Corruption Laws’ means:

- (a) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 1997 (**‘OECD Convention’**);
- (b) the United Nations Convention against Corruption 2003;
- (c) the Foreign Corrupt Practices Act of 1977 of the United States of America (**‘FCPA’**);
- (d) the Bribery Act 2010 of the United Kingdom (**‘UK Bribery Act’**);
- (e) any other Relevant Law which:
 - (i) prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or advisor of such person; or
 - (ii) is broadly equivalent to the FCPA or the UK Bribery Act, and is intended to enact the provisions of the OECD Convention, or has as its objective the prevention of corruption,

and is applicable in the jurisdiction in which the Company or the Supplier are registered or conduct business or in which this Agreement is to be performed.

‘Anti-Money Laundering Laws’ means:

- (a) the Financial Intelligence Centre Act 38 of 2001 (**‘FICA’**);
- (b) the General Laws (Anti Money Laundering and Combating the Financing of Terrorism) Amendment Act 23 of 2022 (**‘AML Amendment Act’**);
- (c) the Prevention of Organised Crime Act 121 of 1998 (**‘POCA’**);
- (d) the Protection of Constitutional Democracy Against Terrorist and Related Activities Act 33 of 2004 (**‘POCDA’**);
- (e) FATF Standards; and
- (f) any other Relevant Law which:
 - (i) prohibits or seeks to prevent and detect the proceeds of criminal activities by imposing regulatory requirements on accountable institutions; or
 - (ii) is broadly equivalent to the FICA, AML Amendment Act, POCA or the POCDA, and is intended to enact the provisions of the OECD Convention, or has as its objective the prevention of corruption,

and is applicable in the jurisdiction in which the Company or the Supplier are registered or

conduct business or in which this Agreement is to be performed.

‘Close Relative’ means a spouse, partner, intimate, parent, step-parent, dependent, child, stepchild, sibling, step-sibling, nephew, niece, first cousin, grandparent and grandchild (including in-laws).

‘FATF Standards’ means the international standard for the fight against money laundering, terrorist and proliferation financing established by the Financial Action Task Force (as amended from time to time) which include laws, regulations and operational measures to ensure national authorities can take effective action to detect and disrupt financial flows that fuel crime and terrorism.

‘Immediate Family’ means a spouse and direct descendants of a person.

‘Public Official’ includes:

- (a) any official or employee, regardless of rank, of Government Agency or government or government-owned or controlled entity such as hospitals, schools, airlines, banks, universities or oil or utility companies;
- (b) any employee of a public international organization such as the European Union, the United Nations, the World Bank or the International Monetary Fund;
- (c) any political party official or candidate for local or central or political office;
- (d) members of the armed forces, police and other state services and militia;
- (e) any person performing a public function; and
- (f) traditional leaders.

2. RECEIPT OF BENEFITS

A director, employee or agent of the Supplier must not give or receive any commission, fee, rebate, gift or entertainment of significant value from, or enter into any business agreement with, any director, employee or agent of the Company other than as a representative of the Company or in the ordinary and proper course of business between any of those parties.

3. COMPLIANCE WITH ANTI-CORRUPTION AND ETHICAL BUSINESS CONDUCT REQUIREMENTS

3.1 The Supplier must (and must ensure that the Supplier’s Personnel), when performing its obligations under this Agreement, comply with:

- (a) all applicable Anti-Corruption Laws;
- (b) all applicable Anti-Money Laundering Laws; and
- (c) the Group Business Integrity Policy.

- 3.2 The Supplier must ensure that its subcontracts include obligations on the relevant subcontractors that are equivalent to the obligations in this Section A.

4. DEALINGS WITH PUBLIC OFFICIALS

- 4.1 Without limiting C.C.3, the Supplier must not receive or offer, pay or promise to pay, give or promise to give, either directly or indirectly, anything of value to:

- (a) a Public Official; or
- (b) any person with the knowledge or being aware of a high probability, that all or a portion of such money or thing of value will be unlawfully offered, given or promised, directly or indirectly, to any Public Official,

in connection with any aspect of the Supplier's obligations under the Agreement, for the purpose of:

- (i) influencing any act or decision of such Public Official in their official capacity;
- (ii) inducing such Public Official to do or omit to do any act in violation of their lawful duty;
- (iii) securing any improper advantage;
- (iv) inducing such Public Official to influence any act or decisions of any entity or enterprise owned or controlled by a Government Agency; or
- (v) assisting the Supplier in obtaining or retaining business for or with or directing business to the Supplier.

- 4.2 The Supplier warrants that:

- (a) none of its directors, shareholders, partners, members, trustees or beneficiaries are Public Officials at the Commencement Date;
- (b) should any of the persons referred to C.C.4.2(a) become a Public Official, then the Supplier shall give the Company notice thereof in writing within 7 (seven) Business Days of its occurrence;
- (c) should any of the persons referred to C.C.4.2(a) apply or otherwise seek to become a Public Official which may result in an actual or perceived conflict of interest, then the Supplier shall notify the Company in writing immediately upon becoming aware thereof;
- (d) the Supplier has notified the Company in writing if any of the persons referred to C.C.4.2(a) have Immediate Family or Close Relatives who are Public Officials which may result in an actual, or perceived, conflict of interest; and

- (e) the Supplier will notify the Company in writing should any of the persons referred to C.C.4.2(a) have Immediate Family or Close Relatives who become or apply to become Public Officials which may result in an actual, or perceived, conflict of interest.

4.3 The notifications contemplated in C.C.4.2(b) to 4.2(e), shall specify:

- (a) in respect of the persons referred to C.C.4.2(a):
 - (i) the designation or position of, and government sphere within which, such a person has become a Public Official; or
 - (ii) the Public Official designation or position for which the person is applying as well as the applicable government sphere;
- (b) in respect of Immediate Family of Close Relatives:
 - (i) the designation or position of, and government sphere within which, the Immediate Family or Close Relative who is or becomes, or applies to become, a Public Official which may result in an actual, or perceived, conflict of interest;
 - (ii) the full names of the Immediate Family or Close Relative; and
 - (iii) the relationship of the Immediate Family or Close Relative to the director, shareholder, partner, member, trustee or beneficiary of the Supplier.

4.4 In any of the circumstances referred to in C.C.4.2(c) up to and including C.C.4.2(e), the Company may in its sole discretion terminate the Agreement with immediate effect on written notice to the Supplier. In the event of such termination, the provisions of G.C.25.1 shall apply.

5. PROVISION OF INFORMATION REGARDING CORRUPTION

5.1 From the Commencement Date, the Supplier must immediately notify and provide full particulars to the Company upon becoming aware:

- (a) that it has breached C.C.3 and/or C.C.4;
- (b) of any conduct which may give rise to a breach of C.C.3 and/or C.C.4; or
- (c) that it has been found guilty by a court of or has admitted guilt or accepted liability in relation to, a contravention of any Anti-Corruption Law.

6. RESPONSE TO BREACHES

6.1 If the Supplier gives notice under C.C.5 or the Company otherwise becomes aware or has a reasonable suspicion of any breach of this Section A of Part D or any conduct which may give rise to a breach of these provisions (**'Misconduct'**), the Company may in its absolute discretion:

- (a) request the Supplier to provide all information that the Company reasonably requires in relation to the alleged Misconduct;
- (b) request the Supplier to assist the Company with any investigation that the Company wishes to conduct into the alleged Misconduct;
- (c) request the Supplier to:
 - (i) prepare, document and implement a corrective action plan to address any failure to comply or to mitigate the risk, damage or potential damage arising from the Misconduct, including:
 - (A) the termination of any relationship between the Supplier and its Personnel involved in the Misconduct;
 - (B) procuring Personnel from the Supplier to prepare, document and implement corrective action plans; and
 - (ii) confirm to the Company in writing that such measures have been implemented;
- (d) suspend the Parties' performance of this Agreement at the Supplier's expense until the Company has completed its investigation into the matter;
- (e) remove the Supplier or any of its Personnel from the Site (and refuse access to the Site), until the Company has completed its investigation into the matter; and/or
- (f) propose to the Supplier any revised terms under which the Company is prepared to continue the performance of the Agreement and if those terms are not agreed by the Parties within the time specified in the Company's proposal, terminate this Agreement with immediate effect by written notice to the Supplier.

7. CONSEQUENCE OF BREACH

Notwithstanding the provisions of C.C.6, if the Supplier or its Personnel breach this Section A of Part D then, without limitation to any other right or remedy available to the Company, the Company may terminate the Agreement with immediate effect without liability for any Losses suffered by the Supplier or its Personnel.

8. CONFLICT OF INTEREST

- 8.1 The Supplier represents at the Commencement Date that it has taken all reasonable steps to determine, has determined and represents, that there is no relationship in respect of the Company, the Supplier or either of their Personnel that gives rise to an actual or potential conflict of interest.
- 8.2 The Supplier must immediately notify the Company upon becoming aware that any such relationship exists. The Supplier must take reasonable steps to eliminate or overcome the

conflict of interest without in any way adversely affecting its continued performance of its obligations under this Agreement.

9. COLLUSIVE ACTIVITIES

Without limiting any other warranty given by the Supplier under this Agreement, the Supplier warrants that during the tender process and until the Commencement Date, it did not engage in any collusive activities with any other entity involved in the tender process, or any conduct or have any arrangement or arrive at any understanding with any other entity involved in the tender process.

10. ANTI-MONEY LAUNDERING UNDERTAKINGS

10.1 The Supplier acknowledges and agrees that the Company is relying on the Supplier's Anti-Money Laundering ("**AML**") policies, procedures and internal controls, as well as their effectiveness and recognizes that such reliance may lead to adverse consequences for the Company in the event of deficiencies in the Supplier verification processes. Accordingly, the Supplier undertakes to the Company that:

- (a) it will comply with all applicable Anti-money Laundering Laws; and
- (b) as at the Signature Date, the Supplier confirms that it is not aware of any matter which, in its reasonable opinion, amounts to a breach of or a potential breach of any applicable Anti-Money Laundering Laws by itself; any of its directors or employees in relation to the business of the Supplier.

10.2 The Supplier warrants that it has established AML policies, procedures and internal systems and controls to ensure ongoing compliance with applicable Anti-Money Laundering Laws.

SECTION B: TRADE AND ECONOMIC SANCTIONS

11. DEFINITIONS

For the purposes of this Section B:

‘Country Based Sanction’ means any program that prohibits and/or restricts:

- (a) Trade with or investment in, or the transfer of property or assets to or from a specified country, including its government, government subdivisions, agencies and other entities under the control or acting on behalf of government; or
- (b) Engaging in transactions that relate to investing in and/or provision of advice or assistance in relation to a specified country which, in each case, are maintained, amended and imposed by any Sanction Authority.

‘Sanction’ means an SDN Sanction, a Country Based Sanction and any other similar sanctions, regulations, statutes, prohibitions and official embargo measures that relate to the enforcement of economic and trade sanctions which are maintained, amended and imposed by any Sanction Authority.

‘Sanction Authority’ means the United Nations, the European Union, Her Majesty’s Treasury in the United Kingdom, the United States Department of Treasury’s Office of Foreign Assets Control, the Commonwealth of Australia, Switzerland, the Republic of South Africa, Canada or any replacement or other regulatory body enforcing economic and trade sanctions legislation in such countries or by any state, supranational or international government organisation.

‘Sanctioned Person’ means any person, being an individual, corporation, company, association, government or other entity who:

- (a) is the subject or target of a Sanction or in respect of which a Sanction has been imposed or targeted; or
- (b) is owned, operated or controlled by any person who is the subject or target of a Sanction or in respect of which a Sanction has been imposed by any Sanction Authority.

‘SDN Sanction’ means any Specially Designated Nationals or Blocked Persons lists and/or any replacement lists which are maintained, amended and imposed by any Sanction Authority.

12. WARRANTY

The Supplier warrants that, as at Commencement Date:

- (a) to the best of its knowledge, information and belief neither it, nor any of its Personnel or Affiliates (including the Personnel of such Affiliates) (together with the Supplier, the ‘Supplier Group’) is a Sanctioned Person; and

- (b) it has provided all information of which it is aware, that the Company reasonably requires in order for the Company to:
 - (i) manage the risk of Sanctions being imposed on the Company; and
 - (ii) comply with laws or regulations applying in the jurisdictions in which this Agreement is performed, the Parties are located or in any other country.

13. PROVISION OF INFORMATION REGARDING STATUS

From Commencement Date, the Supplier must:

- (a) immediately notify the Company upon becoming aware that it or any member of the Supplier Group has:
 - (i) become or is reasonably likely to become a Sanctioned Person; or
 - (ii) violated a Sanction;
- (b) provide all information that the Company reasonably requires from time to time in order for the Company to:
 - (i) determine whether any member of the Supplier Group has become or is reasonably likely to become a Sanctioned Person;
 - (ii) comply with any request by a regulatory authority that oversees Sanctions;
 - (iii) manage the risk of Sanctions being imposed on the Company; and
 - (iv) comply with laws or regulations applying in the jurisdictions in which this Agreement is performed, the Parties are located or in any other country.

14. SUSPENSION BY COMPANY

If the Company suspects that any member of the Supplier Group has become a Sanctioned Person or has violated any Sanction then (without limitation to any other right or remedy available to the Company) the Company may suspend performance of and /or withhold any payment due and owing, under the Agreement.

15. TERMINATION BY COMPANY

If, during the Term, the Company:

- (a) is notified by any Sanction Authority or the Supplier that any member of the Supplier Group has or is reasonably likely to become a Sanctioned Person; or
- (b) has reasonable cause to believe that any member of the Supplier Group is a Sanctioned Person which, if so, would result or be reasonably likely to result in:
 - (i) the Company and/or an Affiliate of the Company becoming a Sanctioned Person; or

- (ii) the continued performance of the Agreement being in violation of a Sanction,

then (and without limitation to any other right or remedy available to the Company) the Company may terminate the Agreement with immediate effect without liability for any Losses suffered by any member of the Supplier Group.

16. CONTINUING OBLIGATIONS

Where the Supplier is prevented from receiving or accessing (or is otherwise not permitted to receive or access) any payment made by the Company under the Agreement as a result of any member of the Supplier Group being or becoming a Sanctioned Person, that payment is taken to have been validly made by the Company and the Supplier is not relieved of its obligations under this Agreement.

SECTION C: COMPANY POLICIES, SHE REQUIREMENTS AND RESPONSIBLE SOURCING

17. POLICY COMPLIANCE OBLIGATIONS

17.1 General obligations related to Company's Corporate Policies

The Supplier:

- (a) must acquaint itself, and when performing its obligations under the Agreement comply, with the Company's Corporate Policies;
- (b) must on a regular basis ensure that it is in possession of the latest and up to date Company Corporate Policies; and
- (c) acknowledges that without prejudice to any other remedy that the Company have in respect of the Supplier's failure to comply with the Company's Corporate Policies, the Supplier's compliance with Company's Corporate Policies during the Term may be a factor taken into account by the Company when determining whether the Company will:
 - (i) extend or vary the Term of the Agreement;
 - (ii) invite the Supplier to tender or offer to supply to the Company in the future; or
 - (iii) enter further arrangements, agreements or relationships with the Supplier, after the end of the Term of the Agreement.

17.2 Compliance with Responsible Sourcing Standard for Suppliers

Without prejudice to the Supplier's obligations under C.C.17.1:

- (a) the Supplier agrees that the Company (or an authorised agent or contractor of the Company) may request the completion by the Supplier of certain disclosures related to responsible sourcing, including Modern Slavery disclosures, a self -assessment questionnaire ('**SAQ**') and/or any third-party assessment of the Supplier to assess compliance with the Responsible Sourcing Standard for Suppliers:
 - (i) no more regularly than twice in any 12 (twelve) month period in respect of the completion of a SAQ; and
 - (ii) no more regularly than three times in any 12 (twelve) month period in respect of the completion of a third-party assessment;
- (b) in the event of an identified non-compliance, the Company may require the Supplier to prepare, document and implement a corrective action plan to address any failure to comply, or to continuously improve compliance with the Responsible Sourcing Standard for Suppliers and to prevent its reoccurrence, and submit regular reports

to the Company describing progress made by the Supplier against the corrective action plan; and

- (c) in order to conduct third-party assessments in terms of C.C.17.2(a), the Supplier must allow third parties appointed by the Company reasonable access to the Supplier's documentation, premises and relevant Personnel.

17.3 **Compliance with Human Rights Policy and Voluntary Principles on Security and Human Rights**

Without limiting the Supplier's obligations under C.C.17.1 and 17.2, the Supplier:

- (a) acknowledges the Company's commitment to respect human rights and fundamental freedoms, and to the Voluntary Principles on Security and Human Rights ('VPs');
- (b) warrants that:
 - (i) the Supplier and its Personnel fully understand, and shall at all times fully comply, with the Company's Human Rights Policy and the principles and declarations set out therein, including the requirements under the VPs;
 - (ii) its Personnel are, and will continue to be, trained on the prevention of human rights abuses and the protection of human rights;
 - (iii) it will implement all such measures necessary to continuously monitor its Personnel's compliance with all laws and the Company's requirements in respect of human rights and the VPs;
 - (iv) to the extent that the Company makes available to the Supplier any equipment in the performance of the Supplier's obligations under the Agreement, such equipment shall not be used for, or in a manner that results in, any human rights abuses; and
 - (v) none of its Personnel have been credibly implicated, accused, found guilty or convicted of any offence relating to any human rights abuses by any investigating authority; and
- (c) undertakes to:
 - (i) attend and complete, and to ensure the attendance and completion by its Personnel of, all training activities (to the Company's satisfaction) required by the Company in respect of the VPs;
 - (ii) immediately report any incident or allegation of any human rights abuses or the use of force by any of its Personnel to the Company and to the extent required by any Relevant Law or the VPs, but subject to the

Supplier first having notified the Company thereof in writing, to any relevant Government Authority; and

- (iii) fully cooperate with the Company and any relevant Government Authority in the investigation of any actual or alleged human rights abuses by any of the Supplier's Personnel and will ensure that, where appropriate, it takes appropriate disciplinary action.

17.4 **Supplier's obligations and acknowledgement – SHE Requirements**

The Supplier:

- (a) must, prior to going on Site, obtain, acquaint itself and at all times for the Term fully comply, and ensure that its Personnel fully comply when on Site, with the SHE Requirements;
- (b) must on a regular basis ensure that it is in possession of the latest and up to date SHE Policies;
- (c) must ensure that it and its Personnel:
 - (i) do not do anything or fail to do anything that would cause the Company to be in breach of the SHE Requirements;
 - (ii) do all things reasonably required by the Company to assist the Company in discharging any obligations the Company may have under any SHE Requirements in connection with the Site and the performance of this Agreement; and
 - (iii) strictly comply with all lawful directions relating to health, safety and environment given by the Company;
- (d) acknowledges the extreme importance that the Company places on establishing and maintaining high standards in relation to workplace health and safety, the protection of the environment and positive stakeholder relationships and its vision of 'Zero Harm'; and
- (e) will use reasonable endeavours to assist the Company in reducing the Company's environmental impacts, including through the provision of information upon the Company's request, including in relation to carbon and energy reduction.

17.5 **Audit of Supplier – SHE Requirements**

The Company may at any time undertake, or engage a third party to undertake, an audit of the performance of the Services by the Supplier or a subcontractor to ensure that the Supplier or the subcontractor is compliant with the applicable SHE Requirements.

17.6 **Reporting of incidents**

- (a) The Supplier must:
 - (i) report any incident relating to workplace health and safety or the environment or which impacts on stakeholder relationships (which is reportable under the SHE Requirements) to the Company as soon as reasonably possible and in any event, within a time period that ensures the Company can comply with Relevant Law;
 - (ii) provide the Company with reasonable assistance (including access to relevant documents and the Supplier's Personnel) in investigating such incident; and
 - (iii) notify the Company of any significant safety incidents involving the same Goods and Services provided to any other customers of the Supplier, and advise the Company of preventative measures which may be implemented, whether by the Company or the Supplier, to prevent similar incidents in connection with the Goods and Services provided in terms of the Agreement.
- (b) Notwithstanding any other provision contained in this Agreement, if a health, safety or environmental incident occurs on the Site which was caused or contributed to by the Supplier, then the Supplier must:
 - (i) to the extent that the incident was caused by the Supplier, indemnify the Company; or
 - (ii) to the extent that the incident was contributed to by the Supplier, indemnify the Company pro-rata to the Supplier's contribution to the incident,for all costs and expenses incurred by the Company in investigating the incident, whether or not the investigation is conducted by the Company's Personnel or by third parties engaged by the Company and must further bear all costs and expenses in relation to any investigation that the Supplier independently wishes to conduct, unless otherwise agreed with the Company.

17.7 **Breach of SHE Requirement and Responsible Sourcing requirements**

Notwithstanding any other provision of the Agreement:

- (a) a failure of the Supplier to comply with:
 - (i) a SHE Requirement;
 - (ii) the provisions of C.C.17.2 or 17.3; or
 - (iii) any part of the Responsible Sourcing Standard for Suppliers, including those which prohibit:

- (A) the use of exploitative child labour;
 - (B) all forms of modern slavery and the tolerance of forced, bonded or involuntary prison labour (including the failure to remediate modern slavery in the Supplier's supply chain); or
 - (C) excessive working hours, unlawful wage deductions and non-payment or minimum wage or benefits required under Relevant Law; or
- (b) a failure to provide or implement a corrective action plan in accordance with C.C.17.2,

constitutes a substantial and material breach of the Agreement and without limiting any other right or remedy available to the Company, the Company may in the event of such failure, immediately:

- (i) remove the Supplier from the Site;
- (ii) suspend the Parties' performance of this Agreement at the Supplier's expense until the failure has been remedied;
- (iii) deny the Supplier access to the Site until the failure has been remedied; and/or
- (iv) terminate the Agreement with immediate effect by serving notice on the Supplier.