

SAHARA GROUP: BUSINESS TRANSACTIONS AND RELATIONS CHARTER

(CUSTOMERS, SUPPLIERS, AGENTS)

PURPOSE

In compliance with Sahara Group and/or its affiliates (the "COMPANY") Corporate Governance Policies, **The Group's Business Transactions and Relations Charter** sets out the standards of behavior expected from all third parties who have business relationships with the COMPANY. All third parties including suppliers, contractors, sub-contractors, distributors, vendors, agents, brokers and/or any other third party ("Third Party") are bound by the Charter.

The Charter is aligned with our purpose, mission and values as well as our culture and brand. It is designed to help us achieve our vision and mission statement in full compliance with our key tenets in **integrity and ethical values**.

The Charter provides a quick reference guide; it does not replace the relevant Policies and Procedures. It is important that all Third Parties dealing with the COMPANY familiarize themselves with any agreement terms and conditions applicable to their engagement.

Adherence to the Charter is regularly evaluated and any deviation will be addressed. Failure to adhere to the Charter may result in breaches of law, regulation, the COMPANY's standards and reputational damage. It may also lead to litigations and liabilities, which could lead to blacklisting and/or legal action.

Copies of this Charter are available on Sahara Group Intranet and can be requested via a mail to **expressyourself@sahara-group.com**. The relevant agreement terms are as individually signed with each third party. If you have any question about the Charter, you should contact the **Head of Corporate Governance and Compliance** or the **Business Process and Risk Controller** or send an email to **expressyourself@sahara-group.com**.

DEALING WITH THIRD PARTIES

The COMPANY has a **ZERO TOLERANCE** towards corrupt practices. As such, all Third Parties dealing with the COMPANY must desist from any act of corruption in line with our Corporate Governance tenets and all Anti-Bribery and Anti-Corruption Acts such as the Nigerian Corrupt Practices and other Related Offences Acts, US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act. This includes compliance with all laws, domestic and foreign, prohibiting improper payments, gifts or inducements of any kind to and received from any person, including officials in the private or public sector, agents, customers and suppliers.

All Third Parties dealing with the COMPANY undertake that they:

- Shall not engage in any act of corruption which constitutes, directly or indirectly, giving of or acquiescence in extortion, kickbacks or other unlawful or improper means of securing business advantage.
- Shall not provide gifts and hospitality in return for a favor. As a rule, ALL gifts & entertainment must be of a nominal value and approved by the line manager (or other approver of equal authority as required by this policy).
- Shall imbibe the Group's zero tolerance stances on corrupt practices.
- Shall use their best endeavors to prevent acts of corruption in transactions with the COMPANY and between their affiliates and the COMPANY which come to their knowledge. Such transactions include but are not limited to those involving their staff, agents, business partners, associates and joint venture partners
- Shall desist from corrupt practices in all their affairs and/or transactions.
- Shall attend as much as possible any fora organized by the COMPANY on anticorruption and other relevant legislation.
- Shall make use of the COMPANY'S whistle blowing mechanism (i.e. compliance or ombudsman hotline) for the purpose of reporting real and potential corruption issues.

The COMPANY recognizes that market practices vary across the jurisdictions in which it operates and what is normal and acceptable in one jurisdiction may not be acceptable in another. This policy is not intended to prohibit the following practices in any particular market provided they are customary/legally acceptable in such jurisdictions and are properly recorded:

- Hospitality
- Ceremonial gift during festivals or other special occasion
- The use of any legally acceptable fast-track process which is available to all on payment of a fee.

Charitable contributions are permitted in accordance with the COMPANY's approved Donations and Personal and Corporate Social Responsibility policies and guidelines.

THIRD PARTY DEALINGS WITH COMPETITORS, BANKS AND THE GENERAL PUBLIC

In dealing with competitors, banks and the general public, Third Parties dealing with the COMPANY must be aware of the increased risk of non-compliance with the COMPANY's anti-corruption tenets that may result from the actions of such third parties. Third Parties dealing with the COMPANY are therefore encouraged to **"know their customers" (KYC)** and incorporate anti-corruption provisions in their contracts as the COMPANY will discontinue any relationship it has with Third Parties proven to have been involved in any corrupt act.

a. **RELATIONS WITH COMPETITORS**

All Third Parties dealing with the COMPANY affirm that they:

- Shall not make use of a third-party service provider to supply professional services or administrative support services to the COMPANY. However where such a situation arises, the COMPANY must be duly informed.
- Shall not disclose privileged information concerning the COMPANY to competitors except with written consent of the COMPANY.
- Shall not use or refer to the COMPANY's confidential information on engagements with other competitors.
- Shall not remove files or documents of any sort from any of the COMPANY's premises, locations or devices of any sort.
- Shall not use arrangements negotiated on its behalf by the COMPANY for its benefit arbitrarily.

b. **RELATIONS WITH BANKS**

All Third Parties dealing with the COMPANY affirm that they:

- Shall not disclose confidential information (as defined in any confidentiality agreement between the COMPANY and a third party for the time being in force) concerning the COMPANY to Banks except upon receipt of consent in writing from the COMPANY.
- Shall not use arrangements negotiated on their behalf by the COMPANY for any purpose other than that anticipated by the COMPANY in negotiating such arrangement?

c. **RELATIONS WITH OTHERS**

All Third Parties dealing with the COMPANY affirm that they:

- Shall not disclose confidential information concerning the COMPANY to other third parties except on receipt of written consent of the COMPANY.
- Shall not make use or refer to the COMPANY's confidential information in the course of other engagements in which the company is not involved.
- Shall inform The COMPANY of any confidential information about the COMPANY requested by regulatory or other statutory authorities to be provided, as soon as it is reasonably possible to do so prior to disclosing such information.
- Shall not use arrangements negotiated on their behalf by the COMPANY for any purpose other than that anticipated by the COMPANY in negotiating such arrangement?
- Shall not make, promise or offer any improper payment or transfer anything of value, directly or indirectly, to any other third party or government official or to an intermediary for payment to any other third party or government official, for the

- purpose of acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or securing any improper advantage.
- Shall comply with the COMPANY's anti-corruption practices and policies; the failure of which shall be reported to the appropriate authorities in accordance with anti-corruption laws and regulations within the area/country of operation.
 - Shall carry out adequate research on other third parties they deal with to obtain timely, in-depth, specific and actionable information regarding them to mitigate anti-corruption compliance risk as it affects the COMPANY.
 - Shall notify the COMPANY if in doubt as to whether any transaction or dealing amounts to an act of corruption involving the COMPANY.
 - Shall adopt and exercise the "right to audit clauses" in other third party contracts without recourse to the other third party.
 - Shall obtain (and provide) periodic compliance certifications from (and to) agents, distributors, vendors, brokers, joint venture partners, suppliers, etc.

Relationships with others shall also apply to relationship with Competitors and Banks as appropriate.

THIRD PARTY ATTESTATION TO COMPLIANCE WITH INTEGRITY AND ETHICAL VALUES

of hereby affirm that we agree to comply with all the provisions of the **COMPANY's Business Transactions and Relations Charter and KYC** form and that failure to adhere to the stated rules and guidelines in the Charter and KYC form constitutes a serious breach which can lead to sanctions up to and including termination of existing relationships in line with the provisions of this Charter and the KYC form.

FULL NAME

SIGNATURE

DATE

KYC FORM

As a part of the due diligence activities required by regulatory authorities to ascertain relevant information from clients for the purpose of doing business with them, kindly provide for our attention the following:

1. Certificate of Incorporation or equivalent.
 2. Memorandum and Articles of Association or equivalent.
 3. List of Ultimate Shareholders/Beneficiaries.
 4. Contact at the Company including contact details (name, function, phone, fax, email, etc.).
 5. An Annual Report including complete Audited Financial Statements for the last three years, plus interim financials for the current year.
 6. At least one (preferred - two) Bank references from a reputable First Class Bank/Financial Institution acceptable to the Sahara Group.
 7. A complete organization chart showing the company's group affiliations, ownership structure, and percentages.
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