BRITAM SUPPLIERS CODE OF CONDUCT

Effective date: 1 September 2018

1.0 GENERAL

This Code applies to all Britam suppliers (hereinafter "Supplier" or "Suppliers") and their employees (be they temporary, casual or permanent), agents and sub-contractors throughout the world.

Britam requires all Suppliers to conduct their business dealings with Britam in compliance with this Code and in compliance with all laws applicable to the Supplier's' business, wherever conducted, including environmental, social and governance (ESG) standards, international human rights frameworks, and climate-related obligations where applicable.

By entering into business transactions with Britam, the Supplier agrees to abide by the terms of this Code and acknowledges that compliance with this Code is required to maintain the Supplier's status as a Britam Supplier.

Britam shall have the right to terminate any Supplier's contract for failure to comply with the provisions of this Code. Britam recognizes that local laws may in some instances be less restrictive than the provisions of this Code. In such instances Suppliers are expected to comply with this Code. If local laws are more restrictive than the Code, then Suppliers are expected to comply with applicable local laws.

2.0 PROVISIONS

In particular, Suppliers must comply with the following:

2.1 Relations with competitors

Suppliers will be required to comply with applicable antitrust or competition laws and will not engage in any restrictive trade practices. Suppliers will at all-times act in a manner that will uphold and encourage healthy competition.

The applicable anti-trust legislation with regard to Kenya operations is the Restrictive Trade Practices, Monopolies and Price Control Act (Cap 504 Laws of Kenya).

2.2 Bribes, Gifts and other Courtesies

2.2.1 Bribes

Suppliers shall not make or offer bribes or payments of money or anything of value to any Britam employee or any other person including officials, employees, or representatives of any government or public or international organization, or to any other third party for the purpose of obtaining or retaining business with Britam.

For the avoidance of doubt Britam considers an act of bribery to include the giving of money , anything of value or advantage to anyone where It is known or believed that it will be passed on to a government official or Britam employee for this purpose.

Suppliers are required to comply with all applicable local anti-bribery legislation. Suppliers are expected to put in place organizational procedures appropriate to their size and scale and to the nature of their operation to ensure the prevention of bribery and corruption.

Every person holding a position of authority in a Supplier company shall report to the Ethics and Anti -Corruption Commission within a period of twenty four (24) hours any knowledge or suspicion of instances of bribery.

2.2.2 Gifts and other business courtesies

Suppliers shall ensure that any expenditure incurred in relation to any particular Britam employee or government official is in the ordinary and proper course of business and cannot reasonably be construed as a bribe or so as to secure unfair preferential treatment.

A general guideline for evaluating whether a business courtesy is appropriate is whether public disclosure would be embarrassing to the Supplier or Britam. Britam employees may accept unsolicited gifts from Suppliers provided:

a) They are items of nominal value – KES 1500 or less, or
b) They are advertising or promotional materials having wide distribution e.g. calendars, stationary etc.; and
c) Acceptance of the gift does not violate any applicable law.

2.3 Employment Relations

The Supplier will comply with all local laws relating to labour, employee health and safety and wages.

2.3.1 Child Labour

Britam suppliers and their subcontractors will not hire children, a child being any person below the age of 16 years unless in the case of Kenya operations under apprenticeship and, in a technical institution, unless authorized under the Industrial Training Act (Cap 237 Laws of Kenya) and supervised by a public authority.

2.3.2 Forced Labour and Disciplinary Practices

Suppliers will:

- Comply with the International Labour Organization (ILO) standards on labour practices and human rights.
- Not use forced labour nor require any worker whether local or foreign to remain in employment for any period of time against his or her will.
- Treat workers with respect and dignity and ensure workers are not subjected to any form of physical, sexual, psychological or other form of harassment or abuse.
- Ensure that workers are free to express their views about their workplace conditions without fear of retribution or losing their jobs.

2.3.3 Freedom of Association

Suppliers will allow and respect their employees' right to form or join trade unions of their own choice and to bargain collectively.

2.3.4 Wages and benefits

Suppliers will meet minimum wage requirements and will ensure that all statutory deductions as required under any local laws from time to time are complied with. Suppliers will ensure that working hours as provided for in any employment legislations or regulations in force from time to time to time or in any collective bargaining agreement entered into with the employee's trade union are observed. Suppliers will furthermore ensure that workers are provided with at least one day off during any seven day working period.

2.3.5 Health and Safety

Suppliers will provide their workers with safe and healthy work environments, clothing and other protective gear which as a minimum standard are in compliance with any local health and safety laws and regulations.

2.4 Environmental Matters and the Community

Suppliers will comply with all applicable environmental laws in force from time to time. Britam encourages its Suppliers to play a role in improving the environment and in so doing Britam shall implement programs that promote a clean environment and reduce waste and seek ways to use and produce products that are environmentally friendly.

Suppliers are required to establish effective communication systems on environmental matters through training and improved Environment Management System awareness. In addition Suppliers shall engage with communities and invest in society in a way that makes effective use of resources including the support for charitable organizations.

2.5 Compliance and implementation

2.5.1 Licenses and Returns

The Supplier will be required to obtain and renew, in accordance with any law or regulations all permits, licenses and authorizations required for it to carry out its business. In addition The Supplier will be required to prepare and file any returns that it may be required to file under its incorporation statute, the Companies Act (Cap 486 Laws of Kenya) or applicable local or Kenyan revenue legislation.

2.5.2 Taxation, Financial Integrity and Retention of Records

- The Supplier will comply with all revenue laws and will not evade tax.
- Suppliers will be required to maintain accurate and reliable financial and business records and shall not have any false or inaccurate accounting books or records related to Britam for any reason. Suppliers shall maintain all business records at the minimum in compliance with the provisions outlined by the Kenya Revenue Authority or local revenue authorities from time to time.
- When any government investigation or audit is pending or ongoing then Suppliers will not destroy any relevant records until the matter has been investigated and closed.
- The Supplier shall disclose beneficial ownership information upon request.

2.6 Business Continuity Management

Britam is committed to delivering sustained, consistent and exceptional services to its customers and meeting the expectations of all stakeholders even in the event of any disruptions.

In view of this; Britam has implemented a Business Continuity Management System (BCMS) according to the requirements of ISO 22301:2012. Britam recognizes the fact that our suppliers play critical roles in the success of our business continuity program.

Britam therefore requires its suppliers to develop and establish a robust framework for documenting, maintaining and testing business continuity and recovery procedures.

Specifically the Supplier shall:

- Have its own business continuity management system, based on an accepted standard (e.g. ISO22301).
- Establish and maintain business continuity strategies and plans which ensure that the Supplier can continue to deliver its services to Britam in the event of any major incident or crisis, and which are compliant with the agreed business continuity requirements and objectives of Britam.
- Provide Britam with a copy of Supplier's top level business continuity policy
- Review business continuity strategies and plans in the event Britam identifies a weakness or noncompliance and implements the agreed improvements within a reasonable timeframe.
- Directly support Britam's Crisis Management Team upon request by Britam.
- Promptly and accurately complete and return any Britam business continuity questionnaire whenever requested by Britam.
- Participate in Britam's managed business continuity exercises or audits as requested by Britam.
- Notify Britam in case of any incident that could disrupt provision of goods or services to Britam. If the Supplier breaches the obligations in this policy or Britam identifies a weakness in the Supplier's business continuity management system, Britam has the right to audit the Supplier.

2.7 Information security

Despite the value delivered by suppliers in delivering crucial skills, services, products and resources, assets that are accessible by suppliers need to be protected.

In this regard Britam has implemented an information security management system that mandates Britam to comply with ISO 27001:2013 information security requirements.

This entails maintaining an agreed level of information security and service delivery in line with supplier agreements. Information security incidents such as inappropriate access to or disclosure of sensitive information, Loss of intellectual property or inability of the supplier to maintain the agreed level of information security and service delivery in line with the supplier agreement would potentially diminish the benefits obtained and negatively impact on the Information security position of the company.

In this regard, all Britam suppliers shall:

- Promptly and accurately complete and return any Britam Information Security Questionnaire whenever requested by Britam.
- Safeguard the security of all Britam Confidential Information using appropriate security systems and processes reasonably acceptable to Britam;
- Perform regular and full testing procedures on such security systems and processes;
- Permit Britam, upon reasonable notice to Supplier, to conduct security audits against such security systems and processes (including the right to test the security of any hardware and software used by the supplier in the performance of its obligations under the contract)
- Notify Britam immediately after becoming aware of an incident where any Britam Confidential Information is at risk of unauthorized or unlawful disclosure, loss or damage.

3.0 CODE OF ETHICS FOR BUSINESS IN KENYA

Britam requires all its suppliers to sign up to the Code of Ethics for Business in Kenya at contract award. Suppliers are also encouraged to align with the UN Global Compact, the OECD Guidelines for Multinational Entreprises, and the UN Guiding Principles on Business and Human Rights.

4.0 WHISTLE BLOWING

If a supplier becomes aware of unethical acts either by Britam, its staff or other suppliers they should report all pertinent details via one of the following channels which allow for anonymous reporting;

a) Toll Free Numbers

Country	Toll Free Numbers
Kenya	0800724966
Uganda	0800105060
Tanzania	0800780072
Mozambique	843203364
Malawi	24247
Rwanda	4252

b) Electronic Mail
The following email addresses can be used:
Britam@whistleblowing.co.za
reportfraud@britam.com

c) Texting
A WhatsApp message can be send to +27 795 129 361
These options have been provided for in our Website: www.britam.com

Suppliers are also encouraged to ensure similar anonymous reporting mechanisms are available within their own organizations and to protect whistleblowers from retaliation.

5.0 CONFLICTS OF INTEREST

No supplier shall enter into a financial or any other relationship with a Britam employee that creates a conflict of interest for Britam. A conflict of interest arises when the material personal interests of the Britam employee are inconsistent with the responsibilities of his/her position with the company. All such conflicts must be disclosed and approval to the transaction given.
In particular, we would like to also receive information with regard to any conflict of interest matters that may be in existence. Please choose one of the below options and complete the information requested:-

☐ I am not aware of any conflict of interest with Britam Holdings Plc and any of its subsidiaries.

☐ I am aware of any conflict of interest with Britam Holdings Plc and any of its subsidiaries. These have been disclosed as below:-

Name of Britam Staff / Director .....

Nature of Relationship with supplier .....

Position held at the supplier's entity .....

Note: You are obligated to keep updating this information should the situation change after the initial communication. Conflicts of interests should be disclosed via email to suppliersKYC@britam.com.

6.0 ENVIRONMENTAL, SOCIAL, AND GOVERNANCE (ESG) COMMITMENTS

Britam expects all Suppliers to adopt sustainable and ethical practices that minimize environmental impact, promote social responsibility, and uphold strong governance. Suppliers must comply with the following ESG principles:

7.1 Environmental Stewardship

Suppliers shall:

- Take reasonable steps to measure and reduce greenhouse gas (GHG) emissions in line with

national climate goals or industry best practices, proportionate to their size and capacity.

- Minimize waste, conserve water, and use energy efficiently where feasible.
- Handle hazardous materials responsibly and comply with all applicable environmental laws and waste disposal regulations.
- Prioritize environmentally sustainable inputs, including recycled or certified materials.
- Avoid operations in protected areas and mitigate ecological harm in their operations and supply chains.

7.2 Social Responsibility

Suppliers shall:

- Respect human rights and conduct due diligence to prevent abuses.
- Promote equality and non-discrimination across their operations.
- Support fair labor practices, including payment of legal wages and provision of safe working conditions.
- Disclose subcontractors upon request and ensure compliance with this Code throughout the supply chain.

7.3 Governance & Ethical Conduct

In addition to the requirements set out hereinabove, Suppliers shall:

- Maintain transparent operations and implement measures to prevent bribery, corruption, and conflicts of interest.
- Comply with applicable data protection laws and protect Britam's confidential information.
- Incorporate ESG accountability within their leadership structure.

7.4 Compliance & Monitoring

- Britam may assess Supplier ESG practices through questionnaires, audits or third-party certifications e.g ISO 14001 & SA8000.

7.0 VIOLATIONS

Britam reserves the right at its discretion to terminate the contract where there is breach of the provisions of the code of conduct. In other instances Britam may require that corrective action is carried out before it continues partnership with the supplier.

8.0 VARIATION

Britam reserves the right to vary this Code at any time.

9.0 ACKNOWLEDGMENT AND ACCEPTANCE

Once it has been agreed, this code will remain effective throughout the period of engagement until an updated version replaces it. We shall be obliged if you will confirm in writing your agreement to the acceptance of the contents herein by signing one copy in the space provided and returning it to us.

The terms of this code of conduct is accepted by _____
who represents that they are authorised to accept these terms on behalf of the supplier entity.

Signature ……..

Position ……..

For and on behalf of ……..
(Name of company)

We shall be obliged if you will send a copy of this code to the senior executive director or official of each countries where we are in operation and where we have been dealing with yourselves or where you are prequalified as suppliers.