



Supplier Code of Conduct - Environmental and Social

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1. Introduction

Liquid Intelligent Technologies (LIT) has a responsibility to ensure that our business practices are conducted according to local and international laws and adhere to the highest levels of ethical and moral conduct, and this extends to our suppliers. We embrace this across all parts of our business, and we expect the same from our suppliers. This Code helps the continued implementation of our commitment to international standards such as the IFC Performance Standards and the Core Conventions of the International Labour Organisation (ILO).

For us, sustainability means acting responsibly on behalf of future generations in order to achieve economic, environmental and social progress. The global Megatrends – demographic change, urbanization, climate change and globalization – are affecting and defining lives and economies throughout the world. These game-changing forces are shaping our business by creating new markets and opening up valuable new opportunities. Yet they also harbour significant risks that need careful management. Alone a value-based, sustainability-driven company committed to living its principles can minimize these risks and master these challenges to optimally leverage emerging opportunities for its stakeholders.

This Supplier Code of Conduct sets out our approach, extended to our suppliers, to ethical and sustainable business practices and aims for the highest ethical conduct. It outlines our commitment to respect and promote human rights and fair workplace practices, including equal opportunities, environmentally sustainable business activities, and a zero-tolerance policy to bribery and corruption.

LIT expects our suppliers to embrace this commitment to integrity by complying with and training its employees and subcontractors on the Supplier Code of Conduct. The Supplier Code of Conduct defines minimum standards that our Suppliers, their employees and subcontractors must respect and adhere to when conducting business with LIT.

This Code is not intended to change or replace any specific contractual or legal requirements. Rather, this Code of Conduct establishes the basic principles for business conduct we expect from suppliers. If a contract between us, or local laws and regulations, contain stricter or more detailed requirements then we expect you to meet those stricter or more detailed requirements.

1.1 Compliance Verification

LIT may verify our suppliers' compliance with this Code of Conduct by performing audits or other assessments of your facilities, records and business processes. Any violation of the Code of Conduct may result in disqualification and the termination of our business relationship with a supplier. This Code encompasses key requirements in four different areas:

- Business Ethics and Compliance. *(Also see clause 7.7 below).*
- Labour and Human Rights.
- Health, Safety and Environment.
- Management Systems.

2. Business Ethics and Compliance

2.1 Anti-Fraud and Zero Tolerance

Suppliers shall conduct business in accordance with the highest ethical standards and practices applicable to their respective business and industry (including their affiliates) and require the same compliance throughout their entire supply chain, and all relevant regulations, legislation, government approvals and international treaties, including, but not limited to, laws and acts relating to corrupt practices, the environment and sustainability. Compliance with national legislative requirements will always be achieved. Suppliers shall demonstrate a zero-tolerance policy prohibiting fraudulent activities, including but not limited to fraud and money laundering. This may be defined as the use of deception with the intention of obtaining an advantage or avoiding an obligation from/towards LIT or the legislative environment in which they operate, or causing a loss to LIT. All business dealings should be transparently performed and accurately reflected within the business books and records. LIT expects its suppliers to choose their suppliers / business partners carefully and only after conducting a thorough background check could those suppliers / partners be further considered. Should unethical conduct be identified, Suppliers are expected to deal appropriately with the respective employees or subcontractors, or affiliates from a consequence management perspective. Suppliers shall protect and not share any confidential and/or proprietary information of LIT unless authorised to do so by written agreement or compelled to do so by law.

2.2 Anti-Bribery and Corruption Policy

Suppliers and their employees and personnel must never, directly or indirectly through intermediaries, offer bribes, donate gifts or make any financial contributions, payments, remuneration, gratuities, donations or comparable benefits to LIT employees, or any directors, shareholders, or any other person or entity associated with LIT including public officials, or promise any personal or improper advantage which is intended, or may be perceived to be an attempt to influence such a person or to otherwise gain an unfair advantage in order to obtain or retain business, whether public or private. Suppliers will not pay or accept bribes and facilitation payments, arrange, or accept kickbacks and shall not take any actions to violate, or cause its business partners to violate, any applicable antibribery laws and regulations. Suppliers must ensure compliance with the LIT Group Anti-Bribery and Corruption policy.

The Supplier warrants to its best knowledge and belief that neither the Supplier nor any of its affiliates nor its employees, and/or personnel are or have been subject to the following:

- convicted in or charged with any crime involving public corruption; nor are / have been the target or subject of any criminal investigation involving public corruption or other criminal wrongdoing.

All suppliers shall annually certify their on-going compliance with their obligations relating to the Anti-Corruption Laws and Anti-Bribery Laws. *(Also see clauses 7.3 and 7.7 below).*

2.3 Conflict of Interest

Suppliers shall avoid the appearance of or actual improprieties or conflicts of interests. Suppliers must not deal directly with any LIT employee whose spouse, domestic partner, or other family member or relative holds any financial interest in the Supplier. In negotiating the Supplier agreement or performing the Supplier's obligations, dealing directly with a Supplier personnel's spouse, domestic partner, or other family member or relative employed by LIT is also prohibited. Suppliers warrant that they shall not conduct themselves in a manner which will bring LIT and any director, shareholder, employee or any other person or entity associated with LIT into disrepute or cause any reputational damage or potential reputational damage to

LIT. We expect Suppliers to declare any potential conflict of interest upfront when dealing with LIT. If such conflict is undeclared and identified later, it will be treated as a breach of this code. *(Also see clause 7.3 below).*

2.4 Receiving of Gifts and Benefits

LIT has a Zero policy on gifts. Suppliers shall not offer any gifts to LIT employees because even a well-intentioned gift might constitute a bribe under certain circumstances or create conflicts of interest. This includes offering our employees travel, frequent meals, expensive gifts or cash equivalent. Do not offer anything of value to obtain or retain a benefit or advantage for the giver, and do not offer anything that might appear to influence, compromise judgment, or obligate the employee. *(Also see clause 7.3 below).*

3. Labour and Human Rights

LIT expects its suppliers to respect the fundamental employment rights set out in local laws and regulations, international conventions of the United Nations (UN), the International Labour Organization (ILO), the Organization for Economic Cooperation and Development (OECD) and the UN Global Compact initiative.

3.1 Freely chosen employment

- Forced, bonded, or indentured labour or involuntary or prison labour will not be utilized by LIT suppliers. Nor will such suppliers 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. *(Also see clause 7.3 below).*

3.2 Child labour and young workers

Suppliers shall employ workers who meet the applicable minimum age requirement and not tolerate any form of child labour. In countries where LIT operates, LIT suppliers warrant that they will not employ, whether directly or indirectly, any human resource below the country-specific acceptable legal age for employment, nor the age established for completing compulsory education.

Suppliers also warrant to share their commitment with their own employees, partners, sub-contractors, and suppliers involved in the provision of Services and or Products to LIT, and to request adherence thereto.

3.3 Non-Discrimination and Fair Treatment

Suppliers shall not tolerate any form of discrimination and/or harassment and shall provide their employees with a workplace free of harsh and inhumane treatment, without any sexual harassment, sexual abuse, corporal punishment, or torture, mental or physical coercion or verbal abuse of employees, or the threat of any such treatment. Examples of discrimination include but are not limited to discrimination based on race, tribe, colour, religion, sex, marital status, pregnancy (except where required by applicable laws or regulations or prudent for workplace safety) and any other characteristic protected by local law, as applicable.

Suppliers are expected not to unfairly terminate any employment contractor without clear evidence specifying that the termination of an employment contract, in relation to the working performance of an employee, is permitted by law. *(Also see clause 7.3 below).*

3.4 Respect and Dignity

Suppliers shall treat all employees with respect and dignity, and ensure that they are protected from physical, sexual, verbal, or other forms of abuse, coercion or harassment.

3.5 Wages, Benefits and Working Hours

Suppliers must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to regular working hours, and overtime hours, including for breaks, rest periods, holidays, and maternity and paternity leaves. Suppliers are also to ensure that employees receive at least the minimum compensation, benefits and overtime payments required by law.

3.6 Freedom of Association

If permitted by applicable law, Suppliers shall grant its employees the right to associate, organise and bargain collectively. Suppliers shall respect the rights of workers, as set forth in local laws and regulations, to associate freely, join or not join labour unions, seek representation and join workers' councils. Workers shall be able to communicate openly with management regarding working conditions without threat of reprisal, intimidation, or harassment and ensure that workers are free to express their views about their workplace conditions without fear of retribution or losing their jobs. *(Also see clause 7.3 below)*.

4. Health, Safety and Environment

LIT expects its suppliers, affiliates, agents, and contractors to take responsibility for the health and safety of their employees, contractors, migrant workers, and seasonal labourers. LIT expects its suppliers to act in accordance with the applicable statutory and international standards regarding environmental protection in order to minimize adverse environmental impacts and make continual improvements in environmental protection.

4.1 Workplace Environment

Suppliers shall provide their employees with a safe and healthy working environment. As a minimum, potable drinking water, adequate lighting, temperature, ventilation, sanitation, and personal protective equipment must be provided together with equipped workstations, where applicable. Suppliers to also ensure that neither the staff, personnel, contractors or agents or LIT staff or personnel nor any third party's health and safety at the Location/s are endangered in any way by the Supplier's activities or conduct while supplying, installing, testing and/or maintenance. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable local laws and regulations. *(Also see clause 7.3 below)*.

4.2 Emergency Preparedness and Response

Suppliers shall identify, assess and be prepared for emergency situations. This includes worker notification and evacuation procedures, emergency training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, and adequate exit facilities. Suppliers shall regularly train employees on emergency planning, responsiveness as well as medical care.

4.3 Environmental Authorizations, Permits and Reporting

Suppliers shall obtain, maintain and follow the reporting guidelines of all applicable environmental permits, approvals and registrations. Where required by LIT, Suppliers will be required to provide proof of environmental certification, authorisations or permits.

4.4 Resource Consumption, Pollution Prevention and Waste minimization

Suppliers shall optimise their consumption of natural resources, including energy and water. Suppliers shall implement and demonstrate sound measures to prevent pollution and minimize generation of solid waste, wastewater, and air emissions. Any waste, wastewater, or

emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled and treated prior to release into the environment. Where required by LIT, Suppliers shall support LIT in its efforts to reduce its environmental impact, through joint programmes, reporting, packaging and raw material optimisation, green procurement programmes, and similar collaborative requirements.

4.5 Hazardous Materials and Product Safety

Suppliers shall identify hazardous materials, chemicals and substances, and ensure their safe handling, movement, storage, recycling, reuse and disposal. All applicable local laws and regulations related to hazardous materials, chemicals and substances shall be followed. Suppliers shall comply with material restrictions and product safety requirements set by applicable local laws and regulations.

5. Management Systems

5.1 Protect LIT Confidential and Personal Information

Suppliers may have access to LIT confidential and/or proprietary information and personal information that belongs to LIT, LIT's employees, customers, and others. Suppliers should recognize such information and take appropriate actions to protect it from misuse and improper disclosure. Supplier should not solicit or attempt to solicit any confidential information from LIT. Suppliers, their personnel, their affiliates, agents, and their subcontractors should also ensure that they are, at all times, in compliance with local laws and regulations regarding data protection, confidentiality and any associated consumer protection regulations / laws. *(Also see clause 7.3 below).*

5.2 Risk Management and Security

Suppliers shall have adequate processes in place to identify, assess and manage the environmental, health and safety, labour and human rights, ethics and legal compliance risks associated with their operations and have appropriate procedural and physical controls to control such risks and ensure regulatory compliance. Suppliers shall disclose to LIT in a timely manner any situations which may arise and compromise the above.

5.3 Commitment and Accountability

Suppliers are encouraged to have corporate social and environmental policies and management plans, as applicable, endorsed by executive management. These should affirm Supplier commitment to fulfil the expectations set forth in this Supplier Code of Conduct by allocating appropriate resources.

5.4 Documentation and Record Management

Suppliers shall ensure adequate policies and processes for the creation and maintenance of documents and records designed to ensure conformity to this code. This documentation may be required to be reviewed by LIT, at its discretion, but at a time and place that would be mutually agreed as reasonable. LIT reserves the right to audit or investigate suppliers' compliance with this requirement, and with all relevant regulations, legislation, government approvals, licenses, certifications, Anti-Bribery Laws, Anti-Corruption Laws and any other applicable local laws and requirements. *(Also see clause 7.3 below).*

5.5 Business Continuity

Suppliers are expected to conduct their business in accordance with good industry practices on business continuity and disaster recovery policies. Suppliers and their subcontractors shall

maintain and document the business continuity and disaster recovery plans and ensure that they are able to execute and comply with such plans at all times. *(Also see clause 7.3 below).*

5.6 Continuous Improvement

Suppliers shall periodically evaluate conformity to the standards set forth in this Code, shall maintain and continuously improve their sustainability performance by implementing appropriate measures.

6. Violations

All LIT Suppliers, their employees, and extended supply chain must comply with this Code of Conduct and any additional requirements set forth by LIT. If a supplier comes across any violations of this Code of Conduct, let us know immediately by one of the following reporting mechanisms, with total anonymity guaranteed, as the line is operated by Deloitte.

All reports are investigated, and we guarantee that no vendor will be prejudiced in any business dealings should reports be made in good faith.

6.1 Telephone Numbers

Country	Telephone Number
Botswana	BTC 0800 600 644 / Orange 1144 / Mascom 7111 9602
DRC	+27 31 571 5307
Dubai	8000 3570 3346
Kenya	0800 722 626
Rwanda	+27 31 571 5307
South Africa	0809 339 338
Tanzania	0800 110 025 / 0411 200 082
Uganda	0800 100 255
United Kingdom	0808 189 1196
Zambia	+260 9712 31250
Zimbabwe	0800 4100 / 0808 5500
South Sudan	+2731 571 5307
Nigeria	+2731 571 5307

6.2 Email

Email: liquidtelecom@tip-offs.com

6.3 Online / Internet

Visit: www.tip-offs.com

7. Annexures containing country-specific requirements

In addition to the above business practices and our approach to and expectations from our suppliers and service providers, the following “country-specific” guidelines and clarifications will apply, without the intention to change or replace any existing or specific contractual, legal and/or statutory requirements per each of the specified locations:

7.1 Botswana

No further or additional notes to the above guidelines apply to Botswana as at the date of the last review of this document.

7.2 Democratic Republic of the Congo (DRC)

In terms of LIT's DRC operations, the following additional clause would apply:

- **Clause 5.7: Licences & Returns**

5.7.1 The Contractor will be required to obtain and renew, in accordance with any law or regulations all permits, licences and authorisations required for it to carry out its business. In addition, the Contractor will be required to prepare and file any returns that it may be required to file under its incorporation statute.

5.7.2 Taxation, Financial Integrity and Retention of Records

5.7.2.1 The Contractor will comply with all revenue laws and will not evade tax.

5.7.2.2 Contractors 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 Liquid Telecom for any reason. Contractors shall maintain all business records at the minimum in compliance with the provisions outlined by BURS or local revenue authorities from time to time.

5.7.2.3 When any government investigation or audit is pending or ongoing then Contractors will not destroy any relevant records until the matter has been investigated and closed.

7.3 Kenya

In terms of LIT's Kenyan operations, the following additional and specific comments apply in Kenya to the above clauses as follows:

- **Clause 2.2:** For the avoidance of doubt Kenyan law considers an act of bribery to include the giving of money or anything of value to anyone where there is belief that it will be passed on to a government official or Liquid Telecom employee for this purpose. Contractors are required to comply with all applicable local anti-bribery laws.
- **Clause 2.3:** All such conflicts must be disclosed and approved before the transaction.
- **Clause 2.4:** Contractors shall ensure that any expenditure incurred or benefit extended or provided in relation to any particular Liquid Telecom 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 Contractor or Liquid Telecom. No bidder or proposer or any of their consultants or proposed subcontractors shall offer, give, or promise to offer or give, directly or indirectly, any gift to any Liquid Telecom employee. No contractor or person doing business with the Liquid Telecom, or any of their subcontractors, shall offer or give, directly or indirectly, to any Liquid Telecom employee any gift (s) totalling more than five thousand (5,000) shillings in a calendar year subject to the below conditions: Liquid Telecom employees may accept unsolicited gifts from Contractors provided: (a) they are advertising or promotional materials having wide distribution e.g. calendars, stationary, etc.
 - In terms of Taxation, Financial Integrity and Retention of Records, the following must also be strictly adhered to:
 - The Contractor will comply with all tax laws and will not evade tax.
 - Contractors 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 Liquid Telecom for any reason. Liquid Telecom may require to audit the contractors' books of account and records to ensure compliance with this code of conduct or the agreement between the parties, subject to adequate notice. Contractors 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 Contractors will not destroy any relevant records until the matter has been investigated and closed.
- **Clause 3.3:** Not negatively discriminate against any employee. Examples of discrimination include but are not limited to discrimination based on race, tribe, colour, sex, marital status, pregnancy (except where required by applicable laws or regulations or prudent for workplace safety) and any other characteristic protected by local law, as applicable.
- **Clause 3.6:** Ensure that workers are free to express their views about their workplace conditions without fear of retribution or losing their jobs.
- **Clause 4.1:** Contractors will be required to provide training and regular tool box talks to their employees and ensure enforcement of the health, safety and environmental requirements of the sector.
- **Clause 5.1:** Prior to a contract award, no bidder, proposer or contractor shall solicit or obtain, directly or indirectly, from any Liquid Telecom employee, any information relating to current or future contracts, or a specific pending procurement, unless such information is at the time a public record required to be disclosed under the or has otherwise been made available at the same time in the same form to all other bidders, proposers and contractors.
- **Clause 5.4:** Compliance and Implementation associated with Licences and Returns
 - The Contractor will be required to obtain and renew, in accordance with any law or regulations all permits, licences and authorisations required for it to carry out its business. It will be the responsibility of the Contractor to take out and maintain the appropriate licences, permits and authorizations including but not limited from their professional bodies, regulators such as Communications Authority (CA), National Construction Authority (NCA), County Governments (business licences) and National Government. In addition the Contractor 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.
- **Clause 5.5:** Relative to Sources of Supplies and Equipment
 - The Contractor shall ensure that supplies or equipment are obtained from legal sources and the Contractor shall use its best endeavours not to deal, provide or supply sanctioned or banned supplies and equipment.

7.4 Mauritius

No further or additional notes to the above guidelines apply to Mauritius as at the date of the last review of this document.

7.5 Nigeria

No further or additional notes to the above guidelines apply to Nigeria as at the date of the last review of this document.

7.6 Rwanda

No further or additional notes to the above guidelines apply to Rwanda as at the date of the last review of this document.

7.7 South Africa

In terms of LIT's South African operations, the following additional and specific comments apply in South Africa as follows:

LIT SA reserves the right to audit or investigate the Supplier's compliance with any and all agreements / contracts / purchase orders, specifically with regard to the [Products]/[Services] to be supplied by the Supplier and with the Supplier's compliance with all relevant regulations, legislation, government approvals, licenses, certification, Anti-Bribery Laws, Anti-Corruption Laws and Anti-Bribery Laws, including POPI ("POPI Act" means the Protection of Personal Information Act, 2013, as amended from time to time, including any regulations). All Suppliers must fully comply with the statutory obligations contained in POPI, with which the Supplier warrant that they are fully conversant with at Signature Date, when Processing Personal Information obtained by the Supplier and such Personal Information is entered into a Record. Without limiting the generality of the aforesaid the Supplier shall ensure that the Privacy and Data Protection Conditions are strictly adhered to when Processing the Data Subject's Personal Information. The Supplier must further indemnify and hold LIT SA harmless from any liability whatsoever arising from the Supplier's failure to comply with its statutory obligations contained in POPI.

Note the following specific requirements that will always be printed / visible at the bottom of an official Purchase Order issued by this LIT office:

(i) This PO (Purchase Order) is subject to Liquid Intelligent Technologies General Supply Agreement Terms and Conditions of Contract (available on request) and/or any specific contractual terms and conditions agreed in writing. (ii) Delivery of equipment will be made DDP (Inco terms 2020) unless agreed otherwise. (iii) Month end statements, invoices and proof of delivery/acceptance must reflect this PO number and must be received before payment can be effected. (iv) Invoices must follow the format of the PO and must comply with legislation. As a payment rule, all tax invoices submitted to Liquid Intelligent Technologies must contain correct authorized banking details. (v) Supplier must acknowledge PO in terms of quantities, price and delivery date via e-mail within 3 working days of receipt thereof and/or provide comments thereto if not in agreement. PO acknowledgments must be emailed to the e-mail address southafricaprocurement@liquidtelecom.co.za (vi) Please indicate the PO number (10-digit number starting with a 45) in the subject field of the e-mail. (vii) General Terms & Conditions available at <https://za.liquid.tech> (viii) Liquid Intelligent Technologies whistle blowing line (Toll free 0800 43 72 83) In your business dealings with Liquid Intelligent Technologies ,we would like to urge to you to report improprieties such as a criminal offence, failure to comply with legal and regulatory obligations, questionable Accounting and Auditing practices-to the whistle blowing line (0800 43 72 83). This should be done without fear of reprisal, discrimination or adverse contractual consequences, as our whistle blowing policy ensures such protection. (ix) In the interest of Broad-Based Black Economic Empowerment (B-BBEE), Liquid Intelligent Technologies would like all its suppliers to maintain and even improve their respective B-BBEE levels. To this effect as Liquid Intelligent Technologies supplier you are required to maintain or improve your current B-BBEE level. Your B-BBEE Level drop could lead Liquid Intelligent Technologies to no longer purchase goods and services from your company. As a supplier, it is your responsibility to inform Liquid Intelligent Technologies of changes with regard to your B-BBEE level and failure to do so could affect your future Business opportunities with Liquid Intelligent Technologies. This PO is also subject to the LIT E&S Supplier Code of Conduct (available on request).

The Supplier and its employees and personnel shall not donate, offer, gift or make, any financial contributions, payments, remuneration, gratuities, donations or comparable benefits, whether directly or indirectly, to any director, shareholder, employee or any other person or entity associated with Liquid, which is intended, or may be perceived to be an attempt to influence such person or to otherwise gain an unfair advantage.

7.8 South Sudan

No further or additional notes to the above guidelines apply to South Sudan as at the date of the last review of this document.

7.9 Tanzania

No further or additional notes to the above guidelines apply to Tanzania as at the date of the last review of this document.

7.10 Uganda

No further or additional notes to the above guidelines apply to Uganda as at the date of the last review of this document.

7.11 United Arab Emirates (UAE)

No further or additional notes to the above guidelines apply to the UAE as at the date of the last review of this document.

7.12 United Kingdom (UK)

No further or additional notes to the above guidelines apply to the UK as at the date of the last review of this document.

7.13 Zambia

No further or additional notes to the above guidelines apply to Zambia as at the date of the last review of this document.

7.14 Zimbabwe

No further or additional notes to the above guidelines apply to Zimbabwe as at the date of the last review of this document.

7.15 Other Countries / Rest of the World

Additional and/or specific notes and guidelines will be added here that may apply to other regions not mentioned above, but as at the date of the last review of this document, none apply or have been identified.

8. Variation

Liquid Telecom reserves the right to vary this Code at any time.

END OF DOCUMENT