

Standards of Business Conduct



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August 2016



Version Control

Date	Ver	Summary of Changes	Issuer	Approval
Aug 2014	1.0	Creation	A Evans ; Rift Valley Supply Chain Manager	R Strong ; Rift Valley CEO
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Preamble

Northern Tobacco (Private) Limited ("NT") will expect all relationships between its employees, agents and representatives and its vendors and service providers (the "parties") to be conducted in a legal, ethical and professional manner, and with integrity.

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These Standards of Business Conduct (the “Standards”) requires that all parties abide by :

- all applicable domestics and international laws and regulations
- any external binding policies
- rules on employment
- rules on business integrity

and will be read, by all parties, in conjunction with and subject to same.

Objective

These Standards will serve as a guide to the proper conduct expected from the providers of goods or services to Northern Tobacco Pvt Ltd in their fulfilment of obligations associated with the provision of the same.

All business is undertaken subject to the Standard Trading Terms and Conditions of Northern Tobacco (Pvt) Ltd, unless otherwise stipulated in writing by mutual agreement.

Vendor’s Employment Conditions

NT requires that all vendors with whom it engages, are fully compliant with all domestic statutory/regulatory requirements (e.g. Labour Act [Chapter 28:01], National Employment Council Collective Bargaining Agreements etc), as well as international labour legislation (e.g. International Labour Organisation Conventions) in relation to their Terms of Employment as a prerequisite to conducting business transactions with NT.

Working Hours, Pay & Benefits

NT requires that all vendors comply with the Labour Act [Chapter 28:01], the relevant National Employment Council Collective Bargaining Agreements and the International Labour Organisation Conventions relating to Working Days, Hours and Benefits.

Respect in the Workplace

All vendors must encourage an environment in which everyone is entitled to work without harassment, victimisation or bullying, due to their disability, race, gender, health, social class, sexual orientation, marital status, nationality, religion, employment status, political affiliation, ethnicity, citizenship or nationality, age or membership or non-membership of a Trade Union, in line with the provisions of the Labour Act [Chapter 28:01] and the International Labour Organisation Convention Number C111.

Human Rights

NT is committed to promoting and respecting Human Rights both within and throughout its supply chain, and will as far as possible take the necessary steps to identify, minimise and account for human rights risks.

All vendors shall prohibit the employment or recruitment of Child Labour (i.e. paid or unpaid work under the age of **16** (sixteen)).

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Additionally, no person below the age of **18** (eighteen) shall perform any dangerous, heavy or hazardous task, or works for long hours or engage in work, which is likely to interfere with their education or social development.

Furthermore, the vendors shall ensure:

- Employees do not work under bond, debt or threat;
- Employees are free to leave their employment at any time with reasonable notice;
- Employees are not required to make financial deposits with their Employers;
- Wages and income for work done is not held beyond the legal and agreed payment conditions;
- The Employer shall not retain the original identity documents of any workers;
- The Employers do not employ prison or compulsory labour.

Freedom of Association & Collective Bargaining

Vendors are to ensure the right of their employees to Freedom of Association (e.g. workers can decide themselves whether or not to join a National Employment Council or other organisation).

Business Integrity

These Standards prohibit the engagement in any acts of bribery or corruption by any employee of NT, its vendors, subcontractors or any associated or 3rd party

Definitions of Bribery & Corruption

Bribery is broadly defined as an undertaking by parties involving the promise of, or the giving of, or acceptance or receipt by someone, of a financial, or other, advantage as a way of encouraging that other person to perform his or her function or activities improperly or with undue favour.

This can cover issues such as seeking to influence a decision maker by giving some extra benefit to that decision maker, other than what could legitimately be offered as part of a standard, normal transparent business transaction.

Examples of advantages that may be attempted to be attained would include the following :

- Promise of employment (direct or indirect)
- Speedy and special preferences in processing documents or permits

Corruption is dishonest behaviour by those in positions of power such as company or public officials. It can include the giving, accepting or receiving of bribes, inappropriate gifts, double dealing, money laundering, and depriving an investor, employer, fellow employees or public authorities of their dues in a fraudulent manner.

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Whistleblowing & Reporting

All parties should feel free to speak their minds constructively, particularly with respect to ethical concerns. NT will not tolerate retaliation against, or the victimisation of, individuals who raise ethical concerns in good faith

All NT employees are required to immediately report any instances of breach of these Standards to their direct manager. All instances of questionable or unethical behaviour will be investigated at the appropriate level. In all cases where improper behaviour is found to have occurred, NT will take appropriate action..

NT subscribes to an anonymous tip off system managed by an external 3rd party 'Tip Offs Anonymous' which is an alternative reporting channel for any party who has a concern.

Vendors may access any of the above channels to report any concerns that they may have.

Offering & Accepting Gifts & Hospitality

As a guideline, NT vendors and service providers may offer, and NT employees, agents, and representatives may accept, **occasional** gifts/hospitality in the form of meals, refreshments, entertainment or seasonal gifts that are customary and conform to reasonable ethical local practices ("Acceptable Gifts"), provided that Acceptable Gifts:

- Are not given with the intention of inducement to obtain or retain business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- Do not include cash or the equivalent of cash, such as vouchers;
- Are given on behalf of the vendor or service provider to NT as a on a business to business basis, and not to the employee, agent, or representative in their personal capacity;
- Are not inappropriately lavish or excessive – any gift or entertainment given that exceeds the value of US\$200.00 (Two Hundred United States Dollars) requires the prior written approval of the NT Employee's direct manager;
- Are not frequent and do not reflect a pattern from the same person or organisation;
- Do not create an impression of an attempt to influence any decision making process
- Do not violate any laws, regulation or standards;
- Are acknowledged in writing by NT;
- Are not offered during any formal tender process period or during one (1) calendar month approaching the same.

Facilitation Payments

NT's Standards prohibit facilitation payments. Facilitation payments are unofficial payments (small or large) made to an authority with the objective of expediting or securing authorisation by an official for some routine or extraordinary action.

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Even under the guise of ‘consultancy’, ‘agency’ or ‘administrative’ fees, no vendor or associated / 3rd party is permitted to offer, authorise or effect facilitation payments.

On occasion where these payments appear to be solicited by an authority employee, no engagement on the subject should be entered and a report on the matter should be made to NT.

Donations

Vendors should not be requested or required to effect donations or sponsorship of individuals, charities or associations by any NT employee in their professional capacity.

Service Contracts & Supply Agreements

All service contracts and supply agreements, stipulating trading terms and conditions, aside from NT’s Standard Trading Terms and Conditions will require that the external party has acknowledged and agreed to comply with these Standards.

Breach Exclusion & Criminal Proceedings

NT reserves the right to treat any act or omission of any party (including its vendors, agents, representatives, or employees) in contravention of these Standards as a breach of the party’s relevant contract or supply agreement with NT, and to thereafter exclude such party from any further/future business relations, at NT’s sole discretion.

NT also reserves the right to refer any instance of bribery or corruption, including any reasonable suspicion thereof, to the criminal process.

Subject to Audit

NT reserves the right, as part of vendor qualification and validation processes, to audit the procedures, policies and files of any associated vendor to validate compliance with these Standards.

Vendors are required to co-operate and support these processes and NT undertakes to minimise any disruption or interruption to the vendors normal business operations.

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Acknowledgement & Addendum

I/we hereby confirm receipt and understanding of Northern Tobacco (Private) Limited's Standards of Business Conduct.

I/we fully and freely agree to abide by same in all business dealings with NT, being duly authorised to do so.

I/we agree that this acknowledgement shall be deemed to be an addendum to any subsisting contract or agreement with us/me as the acknowledging party.

Company Name	
Representative Name	
Signature	
Capacity / Job Title	
Date	