



MULTICHOICE
ENRICHING LIVES

MULTICHOICE AFRICA HOLDINGS B.V

THIRD PARTY CODE OF CONDUCT

CARE CONNECT CREATE



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1. PURPOSE

MultiChoice Africa Holdings B.V and its subsidiaries and affiliates ("MultiChoice") holds its reputation and integrity in high regards, which is vital to our success as a Company. The strength of MultiChoice's reputation is based, not only on our own conduct, but also on the actions of those with whom we do business. For this reason, we aspire to work only with third parties who share our values and reflect the same high ethical standards.

This Third-Party Code of Conduct ("Code") has been developed to convey our expectations regarding the ethical conduct we expect from our suppliers, consultants, agents, customers, contractors and all other third parties ("Third Parties") with whom we work.

This Code is consistent with the MultiChoice Group Limited's Code of Ethics and Conduct Policy, which is available [here](#).

MultiChoice acknowledges that no Code can address every situation that Third Parties may encounter. As a result, this Code is not a substitute for Third Parties' own accountability and responsibility for proper business conduct. In addition, in the event of conflict between this document and a Third Party's document, our document will prevail.

2. APPLICABILITY

This Code is applicable to all MultiChoice Third Parties and their employees (be they temporary, casual, or permanent) who work on MultiChoice's business projects and/or other initiatives.

MultiChoice expects all Third Parties to conduct their business dealings with MultiChoice in compliance with this Code and in compliance with all applicable laws.

MultiChoice recognises that local laws may in some instances be less restrictive than the provisions of this Code. In such instances, Third Parties are expected to comply with the Code. If local laws are more restrictive than the Code, then Third Parties are expected to comply with applicable local laws.

3. CODE STANDARDS

The Code is built on the following Standards:

3.1. Due diligence and monitoring

MultiChoice is committed to monitoring compliance with applicable laws and our internal policies. Such compliance is critical to the success of MultiChoice and its partners in general. Where appropriate, MultiChoice conducts risk-based due diligence on Third Parties to inform decisions on whether and/or how to engage with a Third Party. If the results of due diligence indicate a risk to MultiChoice (i.e., legislative and/or otherwise), MultiChoice may opt not to proceed with the impacted Third Party.

Considering the above, MultiChoice expects its Third Parties to:

- Provide complete and accurate information to facilitate due diligence efforts undertaken by MultiChoice, where requested.
- Ensure that Third Parties' employees, agents and subcontractors working on MultiChoice business and/or initiatives understand and comply with this Code. Should any of the Third Parties' representatives fail/omit and/or in any other way fail to comply with the requirements, MultiChoice may demand the impacted representatives to immediately be removed from MultiChoice's projects, initiatives and/or sites from which the services are being conducted.
- Ensure that their employees take MultiChoice required training when reasonably requested by MultiChoice.
- Have appropriate processes and controls (including policies, procedures, and training) in place to comply with this Code, and provide copies when requested.
- Immediately report to MultiChoice any potential or actual material violations of the Code and proposed corrective action.

- Immediately notify MultiChoice upon becoming aware of any adverse publicity concerning their business or any service or product provided to MultiChoice, or any event or circumstance related to the Third Party that could reasonably be expected to cause adverse publicity to MultiChoice.

MultiChoice has the right to investigate any reasonably suspected breach of the Code and reserves the right to terminate its business relationship with any Third Party that violates the Code, regardless of any agreement concluded with MultiChoice.

3.2. Financial Stewardship

MultiChoice is committed to safeguarding its resources.

Considering this commitment, MultiChoice expects its Third Parties to:

- Provide quality services to MultiChoice (as detailed by MultiChoice from time to time)
- Comply with all requirements, specifications, and terms and conditions of agreements concluded with MultiChoice. This means that a Third Party will not substitute a different product or service or use other persons to fulfil its agreements with MultiChoice without MultiChoice's prior written approval.
- Assign personnel with appropriate expertise and skill to perform its agreements with MultiChoice.
- Maintain the integrity of their accounts and records and comply with sound accounting practices. MultiChoice shall be entitled from time to time to access and/or audit the books.
- Always deal with MultiChoice in good faith (including, being forthright and open in their dealings with MultiChoice). Third Parties preparing proposals, bids, or contract negotiations for MultiChoice, or interacting with others on behalf of MultiChoice, must ensure that all statements,

communications, and representations are current, accurate, and complete.

3.3. Combatting corruption and bribery

MultiChoice does not tolerate bribery or corruption in any form. Soliciting, accepting, offering, promising, paying bribes or making other improper payments, is prohibited, whether directly or through Third Parties.

Considering this commitment, MultiChoice expects its Third Parties:

- To comply with all applicable anti-bribery and anti-corruption laws.
- Not to make or offer bribes or payments of money or anything of value to any MultiChoice employee or any other person when working for or with MultiChoice.
- MultiChoice employees may accept unsolicited gifts from or give unsolicited gifts to Third Parties provided:
 - a) It is not a cash gift;
 - b) the gift is not meant to influence the professional judgment, duty of care and responsibility of the recipient or intended to induce the recipient to act improperly or contrary to MultiChoice's best interests, or to reward them for having done so;
 - c) they are items of nominal value – USD 200 or less;
 - d) they are advertising or promotional materials having wide distribution e.g., calendars, stationary etc;
 - e) acceptance of the gift does not violate any applicable law.

3.4. Conflicts of Interest

MultiChoice is committed to identifying and addressing real and potential conflicts of interest that may arise in the conduct of its business before accepting, commencing, or continuing services with a Third Party.

Considering this commitment, MultiChoice expects that no Third Parties shall enter into a financial or other relationship with a MultiChoice director or employee that creates a conflict of interest for MultiChoice.

A conflict of interest arises when the material personal interests of the MultiChoice director or employee are inconsistent with the responsibilities of his/her position with the company and those interests compromise and/or influence the professional judgment, duty of care, responsibility and ethical behaviour of the director or employee towards MultiChoice. All such conflicts must be disclosed and approval to the transaction sought.

3.5. Hiring and employment practices

MultiChoice is committed to providing equal employment opportunities for all. Considering this commitment, MultiChoice expects its Third Parties to:

- Comply with all applicable laws relating to labour, employee health and safety and wages.
- Not hire children (as defined in applicable legislation) or engage in any form of unauthorised child labour.
- Not use forced labour nor require any worker to remain in employment for any period 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.
- Treat all people fairly and equitably without discrimination. Third Parties will not discriminate against any individual in their hiring or employment practices. In this regard, discrimination may include race, ethnicity, colour, gender, religion, disability, nationality, marital or family status, age or any other protected status or characteristic (as reflected in the applicable legislation) that is not related to the individual's merit.

- Allow and respect their employees' right to form or join trade unions of their own choosing and to bargain collectively.
- Meet minimum wage requirements and ensure that all statutory deductions as required under any local laws from time to time are complied with.
- Ensure that working hours as provided for in any employment legislations or regulations in force from time to time or in any collective bargaining agreement entered with the employee's trade union are observed.
- Provide their workers with safe and healthy work environments (in compliance with applicable legislation), clothing and other protective gear which as a minimum standard follow any applicable health and safety laws and regulations.
- Manage their workers and not make any representation that any of their workers are/shall become the workers of MultiChoice under any circumstances.

3.6. Competing fairly

MultiChoice is committed to fair competition and does not tolerate anti-competitive activity and/or behaviour.

Considering this commitment, Third Parties will be required to comply with applicable antitrust or competition laws and refrain from anti-competitive trade practises in their respective jurisdictions.

3.7. Confidentiality and data protection

MultiChoice respects and protects the privacy and confidentiality of information relating to its staff, customers and Third Parties.

MultiChoice expects its Third Parties to:

- Handle and disclose personal data and confidential information that they obtain during their relationship with MultiChoice, only as

authorised and directed by MultiChoice and as required by applicable laws.

- Protect personal data and confidential information against unauthorised and unlawful use, disclosure, access, loss, alteration, damage, and destruction.
- Have all required technological and organisational measures, policies, and processes in place to ensure the proper protection and processing of personal data.
- Return to MultiChoice or irretrievably delete/destroy any personal or confidential information upon termination of its relationship with MultiChoice.
- Inform and report to MultiChoice regarding all suspected incidents or breaches of applicable privacy laws relating to any processing of personal data of MultiChoice staff, customers, and/or Third Parties.

3.8. Intellectual Property

MultiChoice is committed to protecting its intellectual property, that of its licensors, partners and other right owners ("Right Owners").

Considering this commitment, MultiChoice expects its Third Parties to protect the intellectual property rights of Right Owners. This means, for example, that Third Parties shall not use Right Owners' Intellectual Property in a manner that is not authorised by the Right Owners. If the Third Party has not been advised of these requirements and/or are unsure, it is up to the to the Third Parties to reach out to MultiChoice to seek clarity. Should the Third Party fail so do, they shall fully indemnify MultiChoice.

3.9. Environmental Stewardship

MultiChoice is committed to minimizing the direct and indirect environmental impacts of its operations.

Considering this commitment, MultiChoice expect its Third Parties to comply with applicable environmental laws in force from time to time; identify and manage environmental impacts of their organization and engage in initiatives to promote environmental responsibility, effective waste management and efficient use of natural resources.

4. DUTY TO REPORT

It is the duty of a Third Party to report any conduct that it believes in good faith to be an actual, apparent, or potential violation of this Code. Prompt reporting of violations is of mutual interest to MultiChoice and its Third Parties. All pertinent details should be reported anonymously to the following:

Telephone: +27 31 560 7395

Email: multichoice@tip-offs.com

Website: www.tip-offs.com

5. VARIATION

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