



AGL

AFRICA GLOBAL LOGISTICS

SUPPLIERS CODE OF CONDUCT



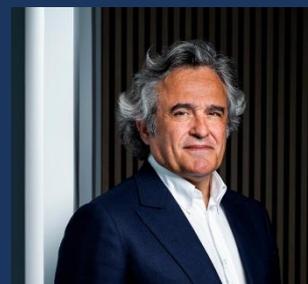
SUMMARY

INTRODUCTION	3
1. HUMAN RIGHTS AND LABOUR STANDARDS	4
2. HEALTH AND SAFETY	5
3. ENVIRONMENT	5
4. ANTI-CORRUPTION	6
4.1 FIGHT AGAINST CORRUPTION AND INFLUENCE PEDDLING	6
4.2 PROHIBITION OF FACILITATION PAYMENTS	6
5. CONFLICTS OF INTEREST	6
6. SANCTIONS AND EXPORT CONTROLS REGULATIONS	7
7. ANTITRUST	7
8. ANTI-MONEY LAUNDERING AND COMBATING FINANCING OF TERRORISM	7
9. BUSINESS AND FINANCIAL RECORDS	8
10. CONFIDENTIAL INFORMATION, DATA PROTECTION AND PRIVACY	8
11. INFORMATION SECURITY & CYBERSECURITY	8
12. BREACH OF THE SUPPLIERS CODE OF CONDUCT	9
13. REPORTING NON-COMPLIANCE	9
AGL SUPPLIERS CODE OF CONDUCT CERTIFICATE OF COMMITMENT	10

INTRODUCTION



In an environment where demands for accountability, ethics and transparency continue to intensify, AGL reaffirms its commitment to exemplary business conduct. Today, we are recognised as one of Africa's leading transport and logistics companies, thanks to the trust and collaboration of our customers, suppliers and all our business partners.



Philippe LABONNE
President and CEO of AGL Group

That is why we ensure that our activities and those of our partners meet the highest standards of ethics and compliance, as set out in our Code of Conduct.

As a member of the United Nations Global Compact, AGL fully supports its Ten Principles relating to Human Rights, Labour, the Environment, and Anti-Corruption.

We expect our suppliers, throughout the supply and value chain, to:

- *comply with all applicable laws and regulations, as well as internationally recognised standards of business ethics.*
- *adhere to AGL's Anti-Corruption Code of Conduct and this Supplier Code of Conduct.*
- *ensure that their direct or indirect subcontractors working on behalf of AGL acknowledge and comply with the principles and expectations set out in this Code.*

Together, we can promote ethical and sustainable practices, fostering responsible long-term growth in Africa and in all territories where we operate.”

This Suppliers Code of Conduct describes, for intermediaries¹, suppliers, subcontractors, business partners and any third party (“Suppliers”) acting on behalf of or providing services to AGL and its subsidiaries (“AGL”), the fundamentals of this approach and the expected behaviours in their daily operations. This Code of Conduct is fully aligned with the AGL Group’s social and environmental responsibility policy, as expressed in its Ethics and CSR charter and AGL Group’s anti-corruption policy as expressed in its Anti-corruption Code of Conduct.

All documents (AGL Compliance Program, AGL Anti-corruption Code of Conduct, AGL Ethics and CSR Charter, AGL Diversity and Inclusion Charter, Responsible Purchase Charter, Human Rights Charter) are available on AGL website.

N.B. : All terms not defined herein shall have the meaning found under the AGL Anti-corruption Code of Conduct.

¹ i.e. Customs broker, business providers, agents, intermediaries in administrative formalities etc.

1. HUMAN RIGHTS AND LABOUR STANDARDS

In addition to complying with local regulations, AGL requests their Suppliers to carry out appropriate due diligence based on international standards on human rights and in particular:

- the International Human Rights Charter
- United Nations Guiding Principles on Business and Human Rights
- OECD guidelines for multinational enterprises
- International Labor Organization's fundamental conventions.

Moreover, all Suppliers shall meet the principles of the **United Nations Global Compact** and shall ensure it is not complicit in violations of those rights.

Suppliers must, under all circumstances, comply with the following fundamental principles, in accordance with the conventions of the International Labour Organization (ILO):

1. Absolute prohibitions

- Prohibit and prevent child labour (ILO Conventions No. 138 and No. 182).
- Prohibit and prevent all forms of modern slavery, including forced, compulsory or clandestine labour (ILO Conventions No. 29 and No. 105).
- Prohibit and prevent any form of discrimination or harassment, whether physical, moral or sexual, as well as discrimination based on origin, sex, sexual orientation, age, family situation, pregnancy, physical appearance, health status, nationality, or trade union or religious affiliation (ILO Conventions No. 100, No. 111 and No. 156).

2. Working conditions

- Ensure decent working conditions and occupational health and safety standards in line with ILO Conventions No. 102 and No. 155.
- Ensure clear working hours, remuneration corresponding to hours worked, adequate rest periods, and the ability to take paid leave.
- Provide a wage that guarantees decent living conditions and covers essential needs, taking into account wage levels, cost of living and social security benefits (ILO Conventions No. 95 and No. 131).

3. Workers' rights

- Respect freedom of association, collective bargaining and trade union protection in accordance with ILO Convention No. 87.
- Allow all workers and employers to form, join and manage organisations of their choice, in compliance with local legislation.
- Promote access to training and skills development.

4. Fair treatment of migrant workers

- Ensure fair treatment of migrant workers and respect the principles of ILO Convention No. 97.
- Ensure that migrant workers are employed in full compliance with the host country's immigration and labour laws.

By acting on AGL's behalf or providing services to AGL, Suppliers commit to these principles which are detailed in AGL Human Rights Charter, AGL Sustainability Charter, AGL Diversity and Inclusion Charter and AGL Sustainable Purchasing Charter.

2. HEALTH AND SAFETY

AGL requests their Suppliers to follow all applicable laws and international standards to provide a safe, healthy and secure workplace to their employees to prevent and avoid accidents, injuries, or dangerous expositions to hazardous materials as per ILO convention n°155. Adopt appropriate health and safety risk assessment process and implement appropriate procedures and controls to manage and avoid health and safety risks in their workplace.

In particular,

- Comply with AGL's 14 golden rules when working at an AGL premises
- Ensure that workplaces, machinery, equipment, and processes under their control are safe and without risk to health of their employees
- Ensure that chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken and;
- Provide, where necessary, and at no cost to the worker, adequate protective clothing and protective equipment to prevent, so far as it is reasonably practicable, the risk of accidents or of adverse effects on health.
- Draw-up health and safety policies to cover anyone working on-site and implement prevention measures
- Provide employees with regular safety training,
- Ensure emergency preparedness and manage accidents as quickly as possible
- Introduce systems for reporting and analysing accidents and illness.

3. ENVIRONMENT

Protect the environment, comply with applicable local and international regulations and take steps to minimize the negative environmental impact of their activities, such as emission reduction or waste management:

- Conduct operations in a manner that optimizes the use of natural resources and minimizes its impact on the environment
- Prevent air, water and soil pollution, ensure treatment of air emissions, wastewater, effluents and pollution of all kinds resulting from its activities
- Manage and reduce waste by implementing recycling and recovery solutions wherever possible
- Reduce the impact of their activities on biodiversity and ecosystems, measure the CO₂ emissions of its activities (carbon footprint) and provide AGL with information on the environmental impact of its products (life cycle analysis)
- Propose and implement continuously more effective environmental solutions wherever possible
- Ensure emergency preparedness and manage accidental pollution as quickly as possible.

4. ANTI-CORRUPTION

4.1 FIGHT AGAINST CORRUPTION AND INFLUENCE PEDDLING

AGL condemns all forms of Corruption and Influence Peddling as defined in AGL Anti-corruption Code of conduct and expects its Suppliers to do the same. Suppliers must refrain from offering any advantage whatsoever to any person (in particular a custodian of public authority) in order for them to perform or refrain from performing an act of their office, or to exercise their influence in order to obtain an improper decision in favour of AGL. All Suppliers must comply with any applicable laws, codes, and regulations prohibiting Corruption and Influence Peddling, including in particular the French Criminal Code and the Law no.2016-1691 of 9 December 2016 known as the Sapin II Law, and where applicable, the US Foreign Corruption Practices Act and the UK Bribery Act 2010.

4.2 PROHIBITION OF FACILITATION PAYMENTS

Facilitation Payments, namely any payment or benefit, of any kind whatsoever, given to a Public Official for the purpose of obtaining or accelerating the execution of certain administrative acts, are strictly prohibited.

Suppliers undertake to:

- cooperate with public authorities by providing them with precise, accurate and complete information
- comply with the regulations relating to public procurement and to be particularly vigilant in their relations with officials or representatives of an administration, representatives of a local authority or a French or foreign organisation
- never pay any sums of money to a Public Official (including of low value), nor offer them any advantage, directly or indirectly, which could in one way, or another influence the way in which they exercise their authority.

5. CONFLICTS OF INTEREST

Suppliers shall have adequate processes to prevent, identify, and remediate to conflicts of interest. A conflict of interest constitutes any personal or financial interest, any business or personal relationship, prior or current employment, or any obligation that may interfere with the ability to objectively perform professional duties or affect objectivity (“Conflict of Interest”). A Conflict of Interest can include personal and direct interests as well as those of family members or other closely related persons (for example, friends, domestic partners, persons living in the same household or associates), partnerships, participation or an investment in business partners or competitors. Consequently, Suppliers shall immediately disclose any actual or potential Conflict of Interest related to their activities with AGL.

All Suppliers must refrain from taking part in decisions concerning AGL when a past or present personal interest (family, financial, associative, political, etc.) is likely to interfere with the independent and objective exercise of their role.

6. SANCTIONS AND EXPORT CONTROLS REGULATIONS

Suppliers shall adhere and comply with all relevant trade sanctions regulations imposed by national or supranational bodies or governments or institutions or court that promulgates or administers International Sanctions and has jurisdiction over operations involving AGL entities and which prohibit or restrain trade and financial activities with regards to targeted subjects such as individuals, entities, territories, vessels or aircrafts.

Suppliers shall:

- ensure that their company, their employees, agents, subcontractors and / or any other third parties used in the frame of any operation involving AGL entities directly or indirectly are not listed or targeted by any trade sanctions regulations and shall not cause AGL entities to violate such regulations;
- refrain from doing or participating in any act or operations that may circumvent, contravene or constitute a violation of International Sanctions, whether in the form of an embargo, Economic Sanctions, or otherwise, or Export Controls;
- implement procedures to be followed in any situation involving doubt, risk, the need for specific reporting or potential violation of the applicable International Sanctions and Export Controls, including but not limited to the following:
 - Conducts systematic due diligence on its operations and business relationships with AGL ensuring that all transaction parties are screened against applicable restricted party lists
 - Ensures that all necessary measures are taken and that any required authorisations, licences, permits or exemptions, are duly obtained from the competent authorities whenever applicable
 - Conducts periodic reviews and audits of its trade compliance policies, internal procedures, and related controls to ensure adherence to applicable laws and regulations.

7. ANTITRUST

Suppliers shall ensure fair competition practices and comply with all applicable competition rules at any time, regardless of the location. Conduct its business in full compliance with antitrust and other competition laws in order to prevent, among other things, any monopolies, anti-competitive practices, abusive dominant position, price fixing, market or customer share.

8. ANTI-MONEY LAUNDERING AND COMBATING FINANCING OF TERRORISM

Suppliers shall fully abide by applicable anti-money laundering and terrorist financing laws and regulations and refrain from participating in such transactions.

Money laundering consists of concealing the origin of funds generated by illicit activities (drug trafficking, tax evasion, corruption, etc.) and seeking to integrate them into legitimate economic activities in order to make them appear legal (via false invoices, payments to fake companies, etc.).

In order to mitigate the risks inherent in Money Laundering and the Terrorist Financing, AGL requires all its Suppliers to be particularly vigilant and to comply strictly with Anti-Money Laundering and Terrorist Financing laws, especially:

- Ensure the funds do not originate from illicit / illegal activities
- As far as possible, pay or be paid by the same entity concerned by the operation and in the same country.

9. BUSINESS AND FINANCIAL RECORDS

Suppliers shall maintain accurate records of all transactions related to their business with AGL for a minimum of 3 years, or for a longer period of time, if required by local law.

10. CONFIDENTIAL INFORMATION, DATA PROTECTION AND PRIVACY

When doing business with AGL, Suppliers shall:

- Comply with any applicable Personal Data protection laws and regulations, in particular Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR);
- always protect Confidential Information and Personal Data received from AGL, or its customers or its other suppliers, by implementing adequate security measures in accordance with (1) industry recognised security practices, (2) contractual obligations and (3) applicable laws, including data protection laws and regulations. Supplier shall notably ensure to keep such Personal Data and Confidential Information protected from any unauthorised access and/or use, loss, alteration, destruction, modification or disclosure, through appropriate organisational and technical measures. Confidential Information and Personal Data shall not be used for any purpose other than the business purpose for which they were provided or made available to the Supplier;
- Inform AGL immediately wherever the Supplier becomes aware of a current or potential breach of security affecting the protection of Confidential Information and/or Personal Data, in particular those leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Confidential Information and/or Personal Data.

11. INFORMATION SECURITY & CYBERSECURITY

Suppliers shall implement appropriate technical and organizational measures to ensure a level of cybersecurity proportionate to the risks associated with their services and their role in the supply chain.

Suppliers shall protect information systems and operational technologies used to perform services for AGL, including systems supporting transport flows, port or terminal operations, fleet or cargo tracking, and electronic data exchanges. Measures shall aim to preserve the availability, integrity, confidentiality, and traceability of systems and data.

At a minimum, Suppliers shall:

- restrict access to systems and data to authorized personnel only;

- secure remote and third-party access to operational and logistics systems;
- maintain systems through regular updates and security measures, where technically feasible;
- implement backup and recovery measures to support continuity of operations.

Suppliers shall notify AGL without undue delay of any cybersecurity incident that:

- affects systems or data used to deliver services to AGL, or
- could disrupt AGL activities.

Suppliers shall maintain business continuity and recovery capabilities appropriate to the criticality of the services provided, in order to limit the impact of cyber incidents on AGL operations.

Suppliers remain responsible for ensuring that their own subcontractors or third parties involved in service delivery apply equivalent cybersecurity measures, in line with supply-chain risk management principles.

Suppliers shall comply with all applicable cybersecurity and data protection regulations, including, where applicable, requirements resulting from the NIS 2 Directive as transposed into local law, and shall consider recognized security standards.

AGL may assess compliance with these principles, particularly where Suppliers support AGL's critical or essential services.

Depending on the nature, criticality, and cybersecurity risks of the services provided, Suppliers may be required to comply with additional cybersecurity requirements set out in a Security Assurance Plan agreed with AGL. Such requirements shall be proportionate, risk-based, and complementary to the principles set out in this Code of Conduct.

12. BREACH OF THE SUPPLIERS CODE OF CONDUCT

In case of non-compliance with the AGL Suppliers Code of Conduct, without prejudice to any other contractual remedies that AGL may be entitled to, AGL reserves the right to take actions, including request immediate corrective actions and/or termination of any contractual or business relationship with the Supplier.

Suppliers shall promptly notify AGL in writing in case of any breach of this Suppliers Code of conduct.

In case of suspicion of breach of this Suppliers Code of Conduct, AGL shall be allowed to audit compliance and Suppliers agrees to fully cooperate with such audit. AGL reserves the right to undertake appropriate verification either directly or through third parties appointed by AGL.

13. REPORTING NON-COMPLIANCE

AGL expects its Suppliers to (1) have in place a reporting system to ensure that their employees and other stakeholders can raise concerns of misconduct confidentially and without fear of retaliation, and to (2) investigate them in an impartial and timely manner. Furthermore, AGL encourages its Suppliers to address questions or to report potential violations of the AGL Suppliers Code of Conduct either via AGL whistleblowing system (<https://aglgroupp.integrityline.app/?lang=en>) or by sending an email to AGL Group Chief Compliance Officer.

AGL SUPPLIERS CODE OF CONDUCT CERTIFICATE OF COMMITMENT

In my capacity as “Suppliers” Representative (company name, company registration number) :

.....

I, the undersigned (full name):

Title:

Hereby certify that:

We have read and understood the principles and engagement set forth in this Suppliers Code of Conduct, we comply with all the provisions which are set out and undertake to implement them within the framework of our activities/services performed on behalf of AGL and/or its subsidiaries.

Date.....

Signature