



CYTONN SUPPLIER CODE OF CONDUCT

The Cytonn Supplier Code of conduct sets forth the principles, guidelines and expectations for establishing and maintaining a business relationship with Cytonn Investment Management Plc. Cytonn Investments is committed to partnerships with Suppliers that share Cytonn’s dedication to conducting business in a legal, ethical, and socially responsible manner. We expect similar principled conduct from everyone with whom Cytonn Investments Management Plc has commercial dealings.

SECTION A: SCOPE OF APPLICATION

Cytonn Investments Management Plc expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in a manner that is understood by all.

SECTION B: ETHICAL CONDUCT

Suppliers shall conduct their business in accordance with the highest ethical standards. Suppliers are expected to comply with all applicable domestic and international laws and regulations, particularly concerning corruption, bribery, anti-trust/competition, intellectual property, and conflicts of interest.

1. **Corruption and Bribery:** Suppliers shall not engage in any form of corrupt practices including, without limitation to, extortion, fraud, impersonation, false declarations, bribery or money laundering. Suppliers shall not offer bribes, kickbacks, illegal contributions or other improper payments to Cytonn staff or representatives or customer with the intention of obtaining or retaining a business or other improper advantage.
2. **Collusion:** Suppliers shall not communicate to any person other than Cytonn Investments Management Plc the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender, or otherwise collude with any other person in any manner whatsoever in the tendering process until the supplier is notified by the Corporation of the outcome of the tender exercise. Any breach of or non-compliance with this sub-clause by the supplier shall, without affecting the tenderer’s liability for such breach or non-compliance, invalidate his tender.

3. **Conflict of Interest:** Suppliers are expected to disclose to Cytonn Investments Management Plc any situation that may appear as a conflict of interest, and if any Cytonn employee or professional under contract with Cytonn may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.
4. **Confidentiality:** It is understood that you/your firm understand that the business discussions between yourself, ourselves and our Client may contain sensitive and proprietary information and which shall need to be kept confidential at all times, other than where; the information is or becomes public knowledge (without fault of the Party concerned); or if and to the extent that information is required to be disclosed by a Party to a regulatory or governmental authority or otherwise by law (in which case that Party shall keep the other Party informed of such disclosure). This obligation is not limited in time, and shall continue even after these business discussions cease to exist. In addition, each Party shall use all reasonable efforts to ensure that its employees, agents and representatives (and those of its Affiliates) comply with these confidentiality obligations.
5. **Competition:** Suppliers shall commit to the principle of free competition and not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices.
6. **Gifts and Hospitality:** Suppliers should not ordinarily give/accept entertainment or gifts that may imply conflicts between the interests of the Employee and Cytonn Investments. Cytonn employees may accept unsolicited gifts from Suppliers provided:
 - (a) they are items of nominal value – KES 5000 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.
7. **Non-Compete Clause:** Cytonn suppliers are expected to refrain from offering any form of employment including but not limited to Consultancy, Advisory or employment to Cytonn Staff in service. Suppliers will at all-times act in a manner that will uphold and encourage healthy competition.

In the event that Cytonn determines that a Supplier's efforts to comply with this Code have been deficient, Cytonn reserves the right to take appropriate actions up to, and including, discontinuing purchases from the Supplier.

SECTION C: HEALTH AND SAFETY

Working Environment

Suppliers shall provide a safe and healthy working environment to prevent accidents and injury to health. Suppliers shall minimize employee exposure to potential safety hazards by identifying, assessing and minimizing risks by developing and implementing plans and procedures, rules, permits, licenses and approvals regarding the environment in their countries of operation.

SECTION D: HUMAN RIGHTS AND LABOR STANDARDS

Forced Labor

Supplier's employees shall be treated with dignity and respect. All Employees shall work on a voluntary basis and not be subject to any form of exploitation, coercion, fraud, deception, or giving up control of their person to another for the purpose of such exploitation. Suppliers shall not retain an employees' government-issued identification, passports or work permits as a condition of employment and shall allow employees to resign from their positions at any time.

Child Labor

Suppliers shall ensure that their employees are not younger than the minimum employment age established by the respective local law. If the local law does not set a minimum age, Employees must be at least sixteen (16) years old 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.

Working Hours

Supplier's employee working hours must be in compliance with all applicable laws and regulations. Suppliers should encourage employees to receive at least one day off every seven days in compliance with all applicable laws.

Wages and Benefits

Suppliers must comply with minimum wage requirements as per their countries of operation and will ensure that all statutory deductions as required under any local laws are complied with.

Freedom of Association and Collective Bargaining

Suppliers must respect the right of their workers to form and join trade unions and bargain collectively; or, where law prohibits these freedoms, facilitate parallel means of communication, association and/or bargaining.

Nondiscrimination

Suppliers are required to provide an inclusive and nondiscriminatory working environment in which all their employees are valued and treated fairly.

SECTION E: ENVIRONMENT

Environmental Impact

Suppliers are required to operate in an environmentally responsible and efficient manner and strive to minimize adverse impacts to the environment. Suppliers are encouraged to conserve natural resources, to avoid the use of hazardous materials and to promote reuse and recycle. Suppliers are required to comply with all laws, regulations, ordinances, rules, permits, licenses and approvals regarding the environment in their countries of operation.

SECTION F: WHISTLEBLOWING

Cytonn Investments Management Plc is steadfast in our dedication to delivering the best service and integrity. Strong Supplier partnerships are a cornerstone of Cytonn's business and a vital link in setting and achieving expectations for ethical sourcing and corporate social responsibility. At Cytonn, the way we conduct business is as important as the products and services we provide.

If a supplier becomes aware of unethical acts either by Cytonn, its employees or other suppliers they should report via the following email: integrity@cytonn.com. All information reported shall be treated with utmost confidentiality.

You are also welcome to speak or contact any Cytonn executive at executive@cytonn.com.

Nothing in this Code is intended to, in any way, grant any additional rights or expectations to a Cytonn Supplier or, in any way, modify or otherwise limit any of Cytonn's contractual or legal rights.

SECTION G: COMPLIANCE DECLARATION

We, the undersigned hereby confirm:

1. That we have received and taken due note of the Cytonn Supplier Code of Conduct and commit ourselves, in addition to our commitments as set out in the supply agreements with Cytonn Investments Management Plc, to fully comply with its principles and requirements.
2. That we agree that Cytonn Investments Management Plc or a third party appointed by Cytonn Investments Management Plc may carry out periodic, unannounced audits to verify our compliance with the Code, respecting existing agreements with other partners upon our request.
3. That we effectively communicate the contents of the Code to our employees, agents, subcontractors, suppliers and sub-suppliers with whom we work with in the delivery of goods and services to Cytonn and conduct due diligence to assure its implementation.

We also confirm that we have noted that compliance to the Code is an essential prerequisite for business relations between Cytonn Investments Management Plc and us as a Supplier for Cytonn Investments Management Plc. The Compliance Declaration must be signed by a duly authorized representative of the company and returned to the assigned Cytonn Investments Management Plc within 15 working days of receipt.

Name: _____

Company: _____

Signature: _____

Position: _____

Date: _____