

**NASACO SOUTHERN AFRICA, NASACO CARGO SERVICES, NASACO NATAL, BFR PROPERTY INVESTMENT,
BETACHEM, BETACHEM AGENCIES, AND MOZCHEM
COMPANY POLICY NO 4
DEALING WITH THIRD PARTY RELATIONS**

1 PRE-AMBLE

As a company, every employee must be aware of the environment in which it operates. Our company seeks to be compliant with all the laws and regulations required by the jurisdictions in which it operates. Our business is global in its extent and reach but there are general aspects, which are common to all relationships we have with principals, suppliers, customers, employees and shareholders

2 Giving or Receipt of Benefits

2.1 No employee, director, agent, principal, or contractor of Betachem or its affiliated Companies in the Nasaco Group must not:

2.1.1 give or receive any commission, fee, rebate, gift or entertainment of significant value from; or enter into any business agreement with, any director, employee or agent, principal of the Company other than as a representative of the Company or in the ordinary and proper course of business between any of those parties.

3 Compliance with Anti-Corruption requirements

3.1 Every employee, director, agent, principal, or contractor of Betachem or its affiliated Companies in the Nasaco Group must ensure when performing their obligations and duties under their Contract of Employment or any Commercial Contract, shall comply with:

3.1.1 All applicable Anti-Corruption Laws of the jurisdictions involved;

3.1.2 The provisions of this Standing Instruction.

4 Dealings with Public Officials

4.1 No employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group must not receive or offer, pay or promise to pay, give or promise to give, either directly or indirectly, anything of value to:

4.2 Public Official; or

4.3 Any person with the knowledge of or being aware of a high probability of, that all or a portion of such money or thing of value will be unlawfully offered, given or promised, directly or indirectly, to any Public Official, in connection with any aspect of business that Betachem or its affiliated Companies in the Nasaco Group's may conduct, for the purpose of:

4.3.1 influencing any act or decision of such Public Official in their official capacity;

4.3.2 inducing such Public Official to do or omit to do any act in violation of their lawful duty;

4.3.3 securing any improper advantage;

4.3.4 Inducing such Public Official to influence any act or decisions of any entity or enterprise owned or controlled by government or any ministry, department, court, tribunal, competition authority, commission, board, agency, institution or similar entity of such government; or assisting any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group in obtaining or retaining business for or with, or directing business to any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group.

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5 Provision of information regarding corruption

- 5.1 Any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group must immediately notify and provide full particulars to the Company or group company upon becoming aware:
- 5.1.1 that it has breached any provision of this Standing Instruction, Commercial Contract or Contract of Employment
 - 5.1.2 of any conduct which may give rise to a breach of this Standing Instruction, Commercial Contract or Contract of Employment.
 - 5.1.3 that it has been found guilty by a court of, or has admitted guilt or accepted liability in relation to, a Breach of any Anti-Corruption Law, Breach of Fiduciary Duty or Breach of a Duty of Care.

6 Response to breaches

- 6.1 If any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group gives notice to the Company or group company or otherwise becomes aware or has a reasonable suspicion of any breach of this Standing Instruction or any conduct which may give rise to a breach this Standing Instruction, the Company or group company as may be involved, may, in its absolute discretion:
- 6.1.1 request any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group to provide all information that the Company reasonably requires in relation to the alleged breach or non-compliance;
 - 6.1.2 request any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group to assist the Company with any investigation that the Company or group company wishes to conduct into the alleged breach;
 - 6.1.3 request any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group to:
 - 6.1.3.1 prepare, document and implement a corrective action plan to address any failure to comply or to mitigate the risk, damage or potential damage arising from the Breach, including
 - 6.1.3.1.1 the termination of any relationship between any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group and its employees or subcontractors or principals involved in the Breach;
 - 6.1.3.1.2 obtaining from independent third parties any to prepare, document and implement corrective action plans; and
 - 6.1.3.1.3 Confirm to the Company in writing that such measures have been implemented.

7 Consequence of breach

- 7.1 If any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group or its employees, subcontractors and their employees are found to be in breach of this Standing Instruction then, without limitation to any other right or remedy available to the Company or Group Company, the Company may:

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- 7.1.1 propose to any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group any revised terms under which the Company is prepared to continue the performance of any Commercial Contract or Contract of Employment and if those terms are not agreed by the parties within the time specified in the Company's proposal, terminate any such Contract by giving 10 (ten) days written notice to any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group; or
- 7.1.2 terminate any such Contract by giving 10 (ten) days written notice to any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group; without any liability for any loss suffered by any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group or its employees, its subcontractors and their employees.

8 Conflict of interest

- 8.1 All employees, directors, agent, principals or contractors of Betachem or its affiliated Companies in the Nasaco Group must confirm that at Commencement Date of any Commercial Contract or Contract of Employment, there is no relationship between it and the Company, between any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group's directors or employees and the Company, or between any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group and a director or employee of the Company that gives rise to an actual or potential conflict of interest.
- 8.2 Any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group must immediately notify the Company or group company, upon becoming aware that any such relationship exists. And any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group must take reasonable steps to eliminate or overcome the conflict of interest without in any way adversely affecting its continued performance of its obligations under the any Commercial Contract or Contract of Employment.

9 Collusive activities

- 9.1 Without limiting any other warranty given by any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group under this Standing Instruction, Commercial Contract or Contract of Employment and if applicable, any employee, director, agent, principal or contractor of Betachem or its affiliated Companies in the Nasaco Group must warrant that during any tender process that they may be party to and until Commencement Date of any such contract that may ensue, that they do not engage in:
 - 9.1.1 any collusive activities with any other entity involved in the tender process; or
 - 9.1.2 any conduct or have any arrangement or arrive at any understanding with any other entity involved in any tender process.