



## GLOBAL ANTI-BRIBERY & CORRUPTION POLICY

### 1 PURPOSE

This policy sets forth Mozaza (**"Mozaza"**) expectations of its employees and business partners with respect to its commitment to prevent corruption.

MOZAZA and its worldwide subsidiaries (collectively, the **"Company"**) have adopted this global Anti-Bribery & Corruption Policy (the **"Policy"**). The company is committed to complying with all applicable anti-bribery laws, including those in all countries in which it operates, including but not limited to, the United States Foreign Corrupt Practices Act (the **"FCPA"**), the United Kingdom Bribery Act and other legislation enacted in accordance with the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the **"OECD Convention"**) as well as anti-corruption laws enacted in each country where MOZAZA conducts business. MOZAZA prohibits all improper payments of any nature.

To the extent that a particular local law, regulation or rule is stricter than this Policy, the stricter of the two will apply. For example, some governmental organizations prohibit their employees from receiving gifts in any amount. If in doubt, consult with the Company's Compliance Officer, who will be appointed by the directors at a duly convened board meeting.

### 2 SCOPE

This Policy applies to all employees, directors and business partners of MOZAZA, and anyone acting on MOZAZA's behalf (MOZAZA's Personnel).

### 3 DEFINITIONS

The term **"anything of value"** shall have its ordinary meaning and includes, but is not limited to, cash, gifts, travel expenses, entertainment, offer of employment, and business meals. Anything of value may also comprise political contributions, consultancy opportunities, and charitable contributions made at the request of, or for the benefit of, a customer, business partner or Government Officials his or her family, or other relations, even if made to a legitimate entity.

For the purpose of this Policy, the term **"Government Official"** should be interpreted broadly. It includes officers and employees of domestic and foreign government institutions, government agencies, departments, instrumentalities, and public international organizations and anyone acting in an official capacity on behalf of these entities. It includes political parties, political party officials, and candidates for political office. It also includes, but is not limited to, environmental



inspectors, health & safety inspectors, police officers and customs officials. The term also encompasses individuals in unpaid or honorary government positions, including those working for, or on behalf of, committees, panels, commissions, or in other advisory positions.

The term “**government instrumentality**” refers to government-owned or controlled commercial enterprises (regardless if it is whole or partial government ownership or control).

#### **4 POLICY**

MOZAZA Personnel, as well as any party working on the Company’s behalf, are prohibited from offering, promising, making, authorizing or providing (directly, or indirectly through third parties) any payments, gifts, or the transfer of anything of value to any person in any jurisdiction to assist MOZAZA in obtaining or retaining a business advantage. MOZAZA funds, nor funds from any other source, may be used to make any such payment or gift on behalf of or for the benefit of MOZAZA in order to secure an improper business advantage. Prohibited payments include, but are not limited to:

- Payments to an individual or entity to secure an improper business advantage or improper performance, including a decision to select MOZAZA to provide any products or services, or to provide MOZAZA with more preferential terms
- Payments to influence a Government Official to act unlawfully, in his or her official capacity (e.g., government inspector, police officer or customs official);
- Payments to influence a Government Official to abuse his or her power for private gain;
- Payments to induce a Government Official to unlawfully perform or fail to perform any act; and
- Payments aimed at inducing a Government Official to use his or her influence to unlawfully influence any act or decision of the government.

Similarly, MOZAZA Personnel may not solicit or accept such payments.

##### **4.1 ELEMENTS OF THE POLICY**

###### **A. Prohibition against Bribing Government Officials**

This Policy prohibits bribes to any Government Official (or their family members) in any jurisdiction.





**Bribes or Improper Payments.** Cash payments to bribe a Government Official are clearly improper payments for purposes of this Policy. However, any transfer of value, both tangible and intangible, could also be considered an improper payment or bribe. Moreover, the mere offer of a corrupt payment can violate the anticorruption laws, regardless of whether the payment is ever made, and regardless of whether the Government Official actually takes any action in response to a promise or payment.

**Indirect Payments.** Payments that cannot be made directly to a government official also cannot be made indirectly through a third party. Due diligence should be undertaken by MOZAZA Personnel (and such due diligence should be documented) to ensure that our joint venture partners and any third-party intermediaries are not making corrupt payments to Government Officials.

**Obtain Business or Secure Improper Business Advantage.** Prohibited payments are those made to a Government Official to obtain or retain business or secure an improper business advantage.

#### **B. Prohibition against Bribing Any Person**

This Policy also prohibits commercial bribery without regard to whether a government official is involved in the transaction. Accordingly, MOZAZA Personnel are prohibited from offering, promising, or giving, directly or indirectly, a financial or other advantage to another person (i) to induce a person to perform improperly a relevant function or activity, (ii) to reward a person for the improper performance of such a function or activity, or (iii) where the acceptance of the advantage would itself constitute the improper performance of a relevant function or activity. MOZAZA Personnel are also prohibited from requesting, agreeing to receive, or accepting a financial or other advantage intending that a relevant function or activity be performed improperly.

### **4.2 GIFTS, MEALS, ENTERTAINMENT AND EMPLOYMENT**

MOZAZA operates in countries in which business gifts, meals and entertainment are customary and may be expected in the normal course of business. While reasonable gifts, meals and entertainment are permitted within this Policy, we must ensure that they do not create the perception or fact of a *quid pro quo* provided in exchange for favorable treatment or improper advantage. Gifts and entertainment must be reasonable in value, consistent with normal business practice and appropriate to the occasion in the context of local customs and cost of living.

#### **(a) Gifts**

As a general matter, MOZAZA competes for and earns business through the quality of its personnel, products and services, not with gifts or lavish entertainment. The use of





Company funds or assets for gifts, gratuities, or other favors to Government Officials or any other individual or entity (in the private or public sector) that has the power to decide or influence the Company's commercial activities is prohibited, unless all of the following circumstances are met.

- (i) the gift does not involve cash ;
- (ii) the gift is permitted under both local law and the guidelines of the recipient's employer;
- (iii) the gift is presented openly with complete transparency and is consistent with normal business practice;
- (iv) the gift is properly recorded in the Company's books and records;
- (v) the gift is provided as a token of esteem, courtesy or in return for hospitality and should comport with local custom;
- (vi) if the gift is to a Government Official, employee of a regulatory body or a majority-Government-owned entity, it must be pre-approved by the Company's Compliance Officer; and
- (vii) the gift costs less than \$1000 (USD).

Gifts that do not fall specifically within the above guidelines require advance consultation and approval by the Company's Compliance Officer.

Note that the provision of gifts, as well as the reporting requirements, in this Policy, applies even if MOZAZA Personnel are not seeking reimbursement for the expenses.

**(b) Meals, Entertainment, Travel and Lodging**

Meals, entertainment, travel and lodging should never be offered as a means of influencing another person's business decision. Each should only be offered if it is appropriate, reasonable for promotional purposes, offered or accepted in the normal course of an existing business relationship, and if the primary subject of discussion or purpose of travel is business. The appropriateness of a particular type of entertainment, travel and lodging of course, depends upon both the reasonableness of the expense and on the type of activity involved. This is determined based on whether or not the expenditure is sensible and proportionate to the nature of the individual involved.





Expenses for meals, travel and lodging for Government Officials or any other individual or entity (in the private or public sector) that has the power to decide or influence the Company's commercial activities may be incurred without prior approval by the Company's Compliance Officer, only if **all** of the following conditions are met:

- (i) The expenses are bona fide and related to a legitimate business purpose and the events involved are attended by appropriate Company representatives;
- (ii) The cost of the meal, travel or lodging is less than \$500 (USD) per person and is otherwise consistent with normal business practice; and
- (iii) The meal, travel or lodging is permitted by the rules of the recipient's employer (if applicable).

All entertainment of Government Officials should be pre-approved by the Compliance Officer.

For all such expenses, the reimbursement request must identify the total number of all attendees and their names, and you will be asked to certify compliance with this Policy at the time you seek reimbursement. Receipts must support all expense reimbursements, and expenses and approvals must be accurately and completely recorded in the Company's records.

Note that the provision of meals, entertainment, travel and lodging as well as the reporting requirements, in this Policy, apply even if MOZAZA Personnel are not seeking reimbursement for the expenses.

**Any meal, travel or lodging expense greater than \$500 (USD) per person, any entertainment of a Government Official, and any expense at all that is incurred for meals, entertainment, travel or lodging unrelated to a legitimate business purpose, must be pre-approved by the Company's Compliance Officer which will only be given in exceptional circumstances.**

Please note that meals, entertainment and travel that are provided to business relationships where MOZAZA Personnel are not in attendance shall be considered gifts, and are subject to the rules and requirements for gifts specified in this Policy.

#### **4.3 POLITICAL CONTRIBUTIONS AND CHARITABLE DONATIONS**

MOZAZA Personnel may not make unlawful political or unlawful charitable donations, to obtain or retain business or to gain a business advantage. Any political or charitable contributions by





MOZAZA must be permitted under the law, permissible pursuant to the terms of this Policy, made to a bona fide organization, and in the case of political contributions or charitable contributions connected to any Government Official or government entity or instrumentality made with the prior approval of the Company's Compliance Officer. In certain instances where there is heightened risk of corruption, the Company's Compliance Officer may require diligence to be conducted. The Company's Compliance Officer must be notified if a Government Official solicits a political or charitable contribution in connection with any government action related to MOZAZA or its affiliates.

#### **4.4 RECORDKEEPING**

MOZAZA must make and keep books, records, and accounts that in reasonable detail, accurately and fairly reflect the Company's transactions and assets, and it must maintain an adequate system of internal accounting controls. No accounts may be kept "off-book" in order to facilitate or conceal improper payments or for any other reason. All expenditures, gifts, business entertainment and any other payments must be accurately and reliably reported and recorded. All accounting records, expense reports, invoices, vouchers, and other business records must be accurately and fully completed, properly retained, and reliably reported and recorded. Undisclosed or unrecorded funds, accounts, assets or payments must not be established or retained for any purpose. Circumventing or evading or attempting to circumvent or evade MOZAZA's internal accounting controls is prohibited. Considering MOZAZA's reliance on cash as a method of payment, it is particularly important that MOZAZA Personnel adhere strictly to cash controls and the use, purpose and recipient of cash is accurately described and supported by appropriate and complete documentation.

#### **4.5 PENALTIES AND CONSEQUENCES**

Individual MOZAZA Personnel are responsible and accountable for adhering to this Policy and to the extent applicable, compliance by MOZAZA's business partners. Violations of this Policy can result in criminal and civil exposure for MOZAZA and the individual MOZAZA Personnel involved, including imprisonment and other severe penalties. If a bribery offence has been committed with the consent or connivance of a senior officer of the company, that officer may be guilty of the offence. By law, fines imposed on individuals for violations of the FCPA cannot be paid by the Company and must be paid by the individual committing the violation. In addition to penalties that may be imposed by the laws of the countries where we operate, violations of this Policy may be punished with discipline, up to and including termination of any relevant contract, of the MOZAZA Personnel and referral for prosecution.





WHERE THIS POLICY REQUIRES THE APPROVAL OF THE COMPLIANCE OFFICER, THAT SHALL MEAN APPROVAL IN WRITING, EITHER THROUGH EMAIL OR IN ANY SUCH FORM AS THE COMPLIANCE OFFICER MAY REQUIRE FROM TIME TO TIME IN LINE WITH IMPLEMENTED COMPLIANCE SYSTEMS.

## **5 RESPONSIBILITIES**

### **5.1 AUDITING AND MONITORING**

The Compliance Officer is primarily responsible for the oversight and enforcement of this Policy.

MOZAZA will periodically audit and monitor compliance with this Policy through scheduled annual anti-corruption compliance audits unless the Audit Committee agrees to an alternative time frame. MOZAZA will also establish a risk-based training program that will require certain MOZAZA Personnel to attend, and successfully complete, periodic training related to the anti-corruption legislation and the Company's anti-corruption policies and procedures (and, if applicable, apprising MOZAZA Personnel of any material updates to this Policy) and to provide annual certifications of Policy compliance. Supervisors should take steps to ensure that personnel reporting to them abide by the policies. It is also every individual MOZAZA Personnel's responsibility to strive to keep apprised of any changes.

### **5.2 REPORTING RESPONSIBILITIES**

If you are aware of any conduct that you believe, or reasonably suspect, may violate anti-bribery laws or this Policy, you have a responsibility to report it. You may report such conduct through your normal reporting relationships, to the Company's Compliance Officer, to any member of MOZAZA management, your supervisor or to a member of the Audit Committee at [gg@mozazalogistics.com](mailto:gg@mozazalogistics.com).

All such reports will be treated as confidential and be used only for the purpose of addressing the specific problem reported. Such reports will be shared by Company management and other authorized individuals only on a need-to-know basis. Unless acting in bad faith, MOZAZA Personnel will not be subject to retaliation for reporting information about potential violations or participating in the investigation of a report of suspected misconduct.

Any MOZAZA Personnel who engages in retaliation is subject to disciplinary action by the Company- including termination of any applicable contract. MOZAZA also requires that MOZAZA Personnel holding managerial positions in MOZAZA disclose at the time of hire (and annually) potential conflicts of interest, such as relationships with Government Officials whose duties may impact MOZAZA, or with vendors or customers with whom MOZAZA does business.





### **5.3 RISK ASSESSMENT**

MOZAZA will, on a periodic basis, but at least annually, perform a corruption risk assessment in which it will consider the following potential risk factors affecting our business:

- type and extent of interactions with Government Officials;
- business operational areas (e.g., licensing, manufacturing, shipping, import/export);
- geographies in which we operate;
- history of compliance issues (if any);
- transaction controls;
- training;
- third party interactions; and
- “tone at the top.”

### **5.4 INVESTMENT/JOINT VENTURE RELATED DUE DILIGENCE**

As a regular component of due diligence on any potential investment, joint venture or acquisition, MOZAZA will work with deal team counsel and any co-investors to analyze anti-corruption related issues with respect to the opportunity. MOZAZA’s approach to anti-corruption due diligence is highly fact-intensive and is dependent upon the form of the opportunity (e.g., majority or minority direct investment, acquisition or joint venture) and the risks presented by each particular investment.

### **5.5 INTERACTIONS WITH CERTAIN THIRD PARTIES**

In the normal course of business, MOZAZA interacts with a variety of third parties. As MOZAZA may be held liable for the inappropriate acts of others under various anti-corruption laws, regulations, and under our contractual obligations, it is important to mitigate that risk by exercising due diligence in selecting such potentially higher-risk business partners and in ongoing transactions with them, as well as by protecting MOZAZA by including anti-corruption clauses in our contracts with those higher-risk third parties. Please see Exhibit 1 to the “Third Party Intermediary Due Diligence” procedural documents (attached herein as Appendix A) for sample anti-corruption contract language.

Higher-risk third parties typically include agents and business partners that interact with customers or Government Officials on our behalf in relation to contracts or permits (e.g., commission agents (who arrange sales to customers for commission); customs brokers, sales





agents, tax advisers who negotiate with Government Officials; vendors who assist with Immigration needs; and consultants who assist in obtaining permits and licenses, among others). For such higher-risk third parties, MOZAZA will mitigate the risk of inappropriate behavior by conducting certain due diligence on such higher-risk third parties. Please see "Third Party Intermediary Due Diligence" procedural documents (attached herein as Appendix A) for more information and contact the Company's Compliance Officer to determine when due diligence is necessary.

#### 5.6 ANTI-CORRUPTION CONTROLS

The finance group is responsible for ensuring adequate accounting related controls, including those that would prevent and/or detect corrupt payments. Specifically, accounting policies and controls have been created and maintained in the areas of: expense reporting, petty cash, treasury/banking, appropriate and detailed supporting documentation for disbursements (particularly those surrounding travel, entertainment, hospitality, charitable contributions, political contributions, licenses, permits), freight / logistics, payroll, and legal / consulting fees.

All MOZAZA Personnel are required to adhere to such accounting policies and procedures.

#### 6 ADDITIONAL POLICIES AND GUIDELINES

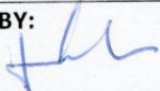
In addition to this Global Anti-Corruption Policy, MOZAZA has other policies and guidelines applicable to employee conduct. Please see the Human Resources Manager for a copy of such policies and guidelines. Each MOZAZA employee should have received a copy of such policies upon joining the Company.

For more information on the OECD Convention visit [www.OECD.org](http://www.OECD.org) and for more information on the FCPA visit <http://www.usdoj.gov/criminal/fraud/fcpa>.

#### 7 REVISION HISTORY

| Revision | Date | Description | Issued By: | Approved By: |
|----------|------|-------------|------------|--------------|
|          |      |             |            |              |
|          |      |             |            |              |
|          |      |             |            |              |

APPROVED BY:



Mr. Jean Leve Hang, Finance Manager

18/5/17

Date MOZAZA





**Investment / Joint Venture / Third Party Questionnaire**

**I. Company Information**

Name:

Address:

Telephone:

Website:

Principal Contact:

Legal status of Company (Partnership, Corp., etc.)

Date and Place of Establishment:

Is your company, or its ultimate parent company, an issuer of securities listed on a public stock exchange? Yes No . If yes, please list the exchange(s) on which the securities trade:

List any interim company(ies) (companies between your company and the ultimate parent company), or other affiliated companies with common ownership:

Ultimate Parent Company:

Affiliated Companies:

If privately held, please indicate the following for the ultimate parent company:

| Owner(s) | Nationality | Percent Ownership |
|----------|-------------|-------------------|
|----------|-------------|-------------------|

Please provide the names and contact information for two business associates that are able to provide a professional reference for you and your firm.

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## **II. Governmental Affiliations**

Is any principal, owner, officer, director, or employee of your company or one of its affiliates also a Government Official, affiliated or employed by a state/government sponsored or affiliated organization or entity, including any state-owned, controlled or affiliated wealth fund, investment fund, pension plan, or other organization before which you intend to represent MOZAZA or any political party official or candidate for political office? Yes \_\_\_ No \_\_\_ If "Yes," list names, titles and governmental positions:

Does any principal, owner, officer, director, employee of your company or one of its affiliates have any personal or professional affiliations with any Government Officials, affiliated or employed by a state/government sponsored or affiliated organization or entity, including any state-owned, controlled or affiliated wealth fund, investment fund, pension plan, or other organization before which you intend to represent MOZAZA, or any political party official or candidate for political office? Yes \_\_\_ No \_\_\_. If "Yes," list names, titles and governmental positions and nature of relationship:

## **III. Business Opportunity and Third Party's Goods or Services (only applicable for Suppliers)**

Describe the goods and services to be provided (attach proposed sales and/or service agreement):





**IV. Intermediaries/Agents/Sponsors/Consultants/Representatives (“Intermediaries”)**

Does your company use any Intermediaries to subcontractors or other such parties (e.g. brokers, consultants, sales intermediaries, agents, etc) to perform its obligations under the contract, including, but not limited to, interacting with government officials? Yes \_\_\_ No \_\_\_. If “Yes,” please list names, addresses and phone numbers of Intermediaries and a description of what services they provide:

Has your company performed a due diligence on these Intermediaries? Yes \_\_\_ No \_\_\_

If “Yes,” please attach the file. Please also attach the relevant contract/ engagement file with each Intermediary.

Has your company provided Intermediaries with anti-bribery policies and training, including materials on the Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), the UK Bribery Act, and/or any relevant local anti-bribery or corruption law? Yes \_\_\_ No \_\_\_

**V. Compliance Training and Accountability**

Does your company provide compliance policies and training on any type of ethics and anti-bribery issues (such as the FCPA and UK Bribery Act) to its employees? Yes \_\_\_ No \_\_\_

If “Yes,” please attach a copy of the policies and/or training programs.

Depending on the circumstances, it may also be appropriate to request some or all of the following items: (i) copies of records maintained relating to facilitation payments and things of material value provided to third parties; (ii) list of political contributions made by you and any affiliates; and (iii) details of material grants, benefits, rulings or orders received by you or your affiliates from any government entity or judicial authority.





**VI. Legal Enforcement Proceedings**

Have you, the Third Party company or any affiliate of the Third Party, or any owner, officer, director or employee of the company's organization been the subject of past or pending legal, or regulatory proceedings, investigations or inquiries? Yes \_\_\_ No \_\_\_ If "Yes", describe below:

Have you, the Third Party company, or any affiliate of the Third Party, or any owner, officer, director or employee of the company's organization ever been the subject of a criminal investigation, indictment, or a similar proceeding? Yes \_\_\_ No \_\_\_ Ever been convicted in any criminal matter? Yes \_\_\_ No \_\_\_ If "Yes," describe below (and attach additional pages as necessary):

**VII. Certification of Compliance with Anti-Corruption Laws / Contract Terms**

I hereby certify on behalf of

(the "Third Party"):

- A. Compliance Policy: Third Party acknowledges and agrees that it is the written and established policy of the MOZAZA Africa Group and affiliates ("MOZAZA" or the "Company") to comply fully with all applicable laws and regulations of the United States and all jurisdictions in which it does business. Third Party warrants and represents that it will not take any action that would constitute a violation, or implicate the Company in a violation, of any law of any jurisdiction in which it performs business, or of the United States of America, including without limitation, the Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), the United Kingdom Bribery Act, and where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials ("Anti-Bribery Act"). Third Party agrees that it shall immediately notify the Company of any violation or potential violation of anti-corruption laws, and shall also be responsible for any damages to the Company from Third Party's or its agents' violation, or potential violation, of any relevant anti-corruption laws.





- A.** In furtherance of MOZAZA's Anti-Corruption Policy, Third Party represents, warrants, and agrees that:
1. Neither the Third Party, nor any of its officers, owners, agents, employees or close relatives ("Third Party and its Agents") is currently an officer, agent or employee of a government or government-owned enterprise or any agency, department or instrumentality thereof or political party or public international organization or a candidate for government or political office or is an agent, officer, or employee of any entity owned by the government (a "Government Official"). If Third Party or its agents become a Government Official during the term of the project covered by this Questionnaire; the Third Party shall notify the Company immediately so Company may, and hereby reserves the right to, take whatever precautions and actions may be appropriate to assure anti-corruption compliance;
  2. As of the date of execution of this Questionnaire, no Government Official or close relative of a Government Official is associated with, or presently owns an interest, whether direct or indirect, in Third Party or has any legal or beneficial interest in the proposed agreement/relationship between Third Party and the Company or the payments to be made by the Company to Third Party under such agreement. In addition, Third Party warrants that if a Government Official or close relative of a Government Official obtains such an interest in Third Party, Third Party shall notify the Company immediately so the Company may, and hereby reserves the right to, take whatever precautions and actions may be appropriate to assure anti-corruption compliance;
  3. Neither Third Party nor its agents has made a promise to make, will make a promise to make, or will cause to be made, in connection with the proposed agreement, and the course of action contemplated by it, any Payments (i) to or for the use or benefit of any Government Official or close relative of a Government Official; (ii) to any other person either for an advance or reimbursement, if it knows or has reason to know that any part of such Payment will be directly or indirectly given or paid by such other person, or will reimburse such other person for Payments previously made, to any Government Official or close relative of a Government Official; or (iii) to any other person or entity, the payment of which would violate the laws or regulations of the United States, the United Kingdom or any other governmental entity having jurisdiction over the activities being carried out by Third Party that involve the Company or its goods and/or services;





4. Third Party acknowledges and agrees that none of its existing business contracts have been obtained through the use of bribes;
- C. I further certify, represent and warrant that the Third Party and its subsidiaries have effective disclosure controls and procedures and an internal accounting controls system that is sufficient to provide reasonable assurances that violations of applicable anti-corruption laws will be prevented, detected and deterred.
- D. I confirm that I am suitably qualified and authorized by the Third Party to give the certifications, warranties and agreements contained in this Questionnaire and that the same has been authorized by all and any necessary corporate action.

I understand and acknowledge that any misrepresentations made in this Questionnaire and any non-compliance with the above representations will constitute grounds for termination, without compensation, of any agreement related to this Questionnaire and any subsequent agreement Third Party may enter into with the Company or any of its affiliated companies.

Signature:

Date:

Name and Title:

Company Stamp: