

**ATTACHMENT *[insert the reference number of this Attachment]* – BUSINESS AND
HUMAN RIGHTS CLAUSES – LONG FORM**

1. RELATED DEFINITIONS

Terms defined in the Agreement will have the same meaning in this Attachment, unless otherwise defined in clause 2 below.

2. DEFINITIONS

- 2.1** **"Affiliate"** means with respect to a Party, any corporate entity with legal personality that controls, is controlled by, or is under common control with such Party. An entity will be regarded as being in control of another entity if it owns, directly or indirectly, or is entitled to exercise, directly or indirectly, the votes attaching to at least 50% (fifty percent) of the equity share capital of the other entity, or if it possesses, directly or indirectly, the power to determine the composition of the majority of the board of directors of the other entity;] ***[Note: This definition is not needed if the indemnity is to be deleted.]***
- 2.2** **"Agreement"** means the agreement together with any attachments entered into by and between the Parties for the supply of the Work, as amended from time to time;
- 2.3** **"Effective Date"** means the effective date of the Agreement;
- 2.4** **"Human Rights"** means all internationally recognised human rights including, at a minimum, the rights and freedoms set out in the 1948 Universal Declaration of Human Rights and codified through the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights and the eight core conventions of the International Labour Organization;
- 2.5** **"Human Rights Due Diligence Procedures"** means, consistent with the UN Guiding Principles on Business and Human Rights 2011, due diligence procedures to identify, prevent, mitigate, and account for how a business manages any adverse impacts on Human Rights which the business may cause, contribute to, or otherwise be directly linked to, in connection with its own operations and business activities, or through its business relationships;
- 2.6** **"Sasol Human Rights Policy"** means Sasol's human rights policy as published on Sasol's website and updated from time to time;
- 2.7** **"Location(s)"** means the Supplier's or Contractor's or Service ***Provider's [delete what is not applicable]*** and/or Sasol's place, sites or premises where the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** will supply all or part of the Work;
- 2.8** **"Modern Slavery"** means internationally recognised exploitative practices including human trafficking, slavery, slavery-like practices, servitude, forced labour, forced marriage, debt bondage, the worst forms of child labour, and deceptive recruiting for labour services;
- 2.9** **"Parties"** means collectively, the Supplier or Contractor or Service Provider ***[delete***

what is not applicable] and Sasol, and "Party" means either the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** or Sasol;

- 2.10 "Questionnaire" means the human rights due diligence questionnaire which Sasol requires the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** to complete from time to time;
- 2.11 "Sasol" means ***[insert full name of the relevant Sasol company];***
- 2.12 "Subcontractor(s)" means any agents, representatives, suppliers, advisors, contractors or subcontractors contracted with the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** to supply the Work;
- 2.13 "Supplier" or "Contractor" or "Service Provider" ***[delete what is not applicable]*** means ***[insert full name of the counterparty];***
- 2.14 "Supply Chain Participant" means, in relation to a business, any person involved in any supply chain tier in the provision of any goods or services to that business; and
- 2.15 "Work" means the services, deliverables and/or goods supplied by the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** in terms of the Agreement.

3. SUPPLIER'S, CONTRACTOR'S OR SERVICE PROVIDER'S *[delete what is not applicable]* OBLIGATIONS

- 3.1 The Supplier or Contractor or Service Provider ***[delete what is not applicable]*** warrants and represents that:
 - 3.1.1 neither it, nor any of its officers, employees or to the Supplier's, Contractor's or Service Provider's ***[delete what is not applicable]*** knowledge and belief, having made due and careful enquiry, its Subcontractors and Supply Chain Participants: ***[DRAFTING NOTE: If counterparty strongly objects to the inclusion of Supply Chain Participants, this can be deleted including the definition of Supply Chain Participants. Note that under the UN Guiding Principles on Business and Human Rights a company's human rights due diligence procedures should extend to its supply chain.]***
 - 3.1.1.1 has been found by any governmental, administrative, judicial or regulatory authority in any jurisdiction to have committed any offence under any applicable laws that prohibit Modern Slavery or Human Rights infringements, and
 - 3.1.1.2 is subject to any pending investigation or proceedings brought by any governmental, administrative, judicial or regulatory authority relating to any alleged offence under any applicable laws that prohibit Modern Slavery or Human Rights infringements;

- 3.1.2 having made due and careful enquiry, it is not aware of any circumstances that could give rise to any such finding, proceedings or investigation by any such governmental, administrative, judicial or regulatory authority; and
- 3.1.3 as at the Effective Date, its responses to the Questionnaire are complete and accurate.
- 3.2 The Supplier or Contractor or Service Provider ***[delete what is not applicable]***:
 - 3.2.1 shall, at all relevant times, comply with all applicable laws relating to Human Rights and Modern Slavery, and shall maintain Human Rights Due Diligence Procedures which are proportionate to its size, and potential risks of Human Rights impacts in connection with its sector and operating context extending to its Subcontractors and Supply Chain Participants ***[DRAFTING NOTE: If counterparty strongly objects to the inclusion of Subcontractors and Supply Chain Participants, this can be deleted including the definition of Supply Chain Participants. Note that under the UN Guiding Principles on Business and Human Rights a company's human rights due diligence procedures should extend to its supply chain.]***;
 - 3.2.2 shall comply with the Sasol Human Rights Policy, save that where any such compliance may exceed any applicable legal requirements, the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** shall use its best efforts to ensure compliance, acknowledging that where full compliance is not immediately possible, Sasol may require the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** in accordance with clause 3.2.7 below, to implement a corrective action plan in order to achieve full compliance;
 - 3.2.3 acknowledges that, notwithstanding Sasol's termination rights under clause 5 below, its compliance with the Sasol Human Rights Policy and compliance with the provisions of this clause 3.2, may be taken into consideration by Sasol when determining whether Sasol will:
 - 3.2.3.1 extend the duration of the Agreement,
 - 3.2.3.2 consider the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** for any future request for quotations/proposals/information; and/or
 - 3.2.3.3 enter into a new agreement and/or relationship with the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** after the current term of the Agreement has expired;
 - 3.2.4 shall complete the Questionnaire accurately and return the same in a timely manner, and when requested by Sasol, shall provide evidence to Sasol regarding the statements made by it in the Questionnaire;
 - 3.2.5 acknowledges that it may be audited or subject to an inspection by Sasol or third parties appointed by Sasol, in compliance with applicable competition

and data protection laws, including through site inspections at the Location(s), to verify:

- 3.2.5.1 information submitted in response to the Questionnaire,
 - 3.2.5.2 compliance with the Sasol Human Rights Policy, as well as the undertakings and representations in this Attachment,
 - 3.2.5.3 implementation by the Supplier of any corrective action plan that has been agreed with Sasol pursuant to clause 3.2.7, and
 - 3.2.5.4 the circumstances surrounding any notification given to Sasol by the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** pursuant to clause 3.2.9;
- 3.2.6 shall, pursuant to clause 3.2.5, at all reasonably times grant access to Sasol and/or the third party nominated by Sasol to:
- 3.2.6.1 all relevant books and records held by the Supplier or Contractor or Service Provider ***[delete what is not applicable]***, including regarding the implementation of its Human Rights Due Diligence Procedures extending to its Subcontractors and Supply Chain Participants ***[DRAFTING NOTE: If counterparty strongly objects to the inclusion of Subcontractors and Supply Chain Participants, this can be deleted including the definition of Supply Chain Participants. Note that under the UN Guiding Principles on Business and Human Rights a company's human rights due diligence procedures should extend to its supply chain.]***, and
 - 3.2.6.2 all or part of any site or facility at the Location(s), including any of its workers or those of its Subcontractors at the Location;
- 3.2.7 acknowledges and agrees that, notwithstanding Sasol's termination rights under clause 5 below, it may be required by Sasol to implement a corrective action plan to address any non-compliance with the Sasol Human Rights Policy, where such corrective action plan may, as appropriate, require the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** to appoint, at its expense, such qualified external expert that Sasol considers acceptable to support with the design and implementation of the corrective action plan. The Parties acknowledge and record that the corrective measures that may be required by Sasol may include the implementation of a detailed risk mitigation plan, setting out Human Rights and Modern Slavery policies and/or procedures which the Supplier, Contractor or Service Provider ***[delete what is not applicable]*** must implement, within the agreed stipulated timeframe;
- 3.2.8 shall in all of its contracts with Subcontractors pertaining to the Work and any other work performed for Sasol, include provisions which are at least as onerous as those set out in clause 3.1 and this clause 3.2 of this Attachment; and

- 3.2.9 shall notify Sasol immediately in writing, with full particulars, if it becomes aware or has reason to believe that:
- 3.2.9.1 it has, breached or potentially breached, any obligations in this Attachment, and
- 3.2.9.2 any of the representations in clause 3.1, or its responses to the Questionnaire, are no longer complete and accurate.
- 3.2.10 In the event of an enquiry, complaint and/or legal dispute against Sasol, by a third party including any governmental, administrative, judicial or regulatory authority in any jurisdiction, relating to and/or in connection to alleged Human Rights abuses or contraventions of applicable law by the Supplier, Contractor or Service Provider ***[delete what is not applicable]*** during the supply of the Work, the Supplier, Contractor or Service Provider ***[delete what is not applicable]*** shall, to the extent permissible by law, give Sasol all reasonable co-operation, access and assistance, technical or otherwise, for the purpose of responding and/or defending such enquiry, complaint and/or legal dispute.

4. INDEMNITY

[DRAFTING NOTE: It can be difficult to agree an indemnity with a counterparty which has a stronger bargaining position. As such, the indemnity may be appropriate only for higher risk counterparties, and can be negotiated away if required.]

- 4.1 The Supplier or Contractor or Service Provider ***[delete what is not applicable]*** shall indemnify and keep Sasol (including its Affiliates and their directors, employees, agents and representatives) indemnified against any losses, liabilities, damages, costs including but not limited to legal fees and expenses incurred by and/or awarded against Sasol as a result of any breach of clause 3.
- 4.2 The indemnity given by the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** under clause 4.1 is a continuing obligation, separate and independent from other obligations of the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** and survives the termination of the Agreement.
- 4.3 In the event of a conflict between this clause 4 and any other indemnity or warranty recorded elsewhere between the Parties, the terms of this clause shall supersede any other clause with regard to Modern Slavery or Human Rights matters.

5. TERMINATION

- 5.1 Notwithstanding any other provision of the Agreement, any failure of the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** to comply with the provisions stipulated in clauses 3.1, 3.2, 3.2.1, 3.2.2, 3.2.4 and 3.2.6 to 3.2.10 shall constitute a material breach of the Agreement in which Sasol may either immediately:
- 5.1.1 suspend the Work at the Supplier's or Contractor's or Service Provider's

[delete what is not applicable] sole expense until such time that the breach has been remedied; or

5.1.2 terminate the Agreement without notice by giving written notice to that effect to the Supplier or Contractor or Service Provider ***[delete what is not applicable]***.

5.2 In the event of termination of the Agreement by Sasol, the Parties shall be relieved of their respective duties and obligations arising under the Agreement from and after the date of such termination, provided that no such termination shall relieve a Party from liability (including any liability for damages) for any breach of the Agreement or other liability arising prior to termination hereof or any liability relating to Human Rights.