

**ATTACHMENT *[insert the reference number of this Attachment]* – BUSINESS AND  
HUMAN RIGHTS CLAUSE – SHORT 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 **"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;
- 2.2 **"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;
- 2.3 **"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;
- 2.4 **"Sasol Human Rights Policy"** means Sasol's human rights policy as published on Sasol's website and updated from time to time;
- 2.5 **"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;
- 2.6 **"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;
- 2.7 **"Sasol"** means *[insert full name of the relevant Sasol company]*;
- 2.8 **"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;
- 2.9 **"Supplier"** or **"Contractor"** or **"Service Provider"** *[delete what is not applicable]* means *[insert full name of the counterparty]*; and
- 2.10 **"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]*:**

- 3.1.1 warrants and represents that it has not been found by any government, administrative, judicial or regulatory authority in any jurisdiction to have committed any offence under applicable laws that prohibit Modern Slavery or Human Rights infringements, and it is not subject to any investigation or proceedings relating to any such offence;
- 3.1.2 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;
- 3.1.3 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]* to implement a corrective action plan in order to achieve full compliance. 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;
- 3.1.4 acknowledges that it may be audited or be subject to an inspection by Sasol or third parties appointed by Sasol, in compliance with law, to verify compliance with the Sasol Human Rights Policy, or any corrective action plan agreed with Sasol pursuant to clause 3.1.3 above, and at all reasonable times the Supplier or Contractor or Service Provider *[delete what is not applicable]* shall grant Sasol or third parties nominated by Sasol access to its relevant books and records and its sites and facilities to verify such compliance;
- 3.1.5 shall include provisions which are at least as onerous as those set out in this clause in all contracts with all Subcontractors relating to the Work performed for Sasol; and
- 3.1.6 shall notify Sasol immediately in writing if it becomes aware or has reason to believe that it has breached or potentially breached this clause or any corrective action plan agreed with Sasol pursuant to clause 3.1.3 above. 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. TERMINATION**

- 4.1 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 in clauses 3.1 shall constitute a material breach of the Agreement in which Sasol may either immediately:
  - 4.1.1 suspend the Work supplied by the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** under the Agreement at the Supplier's or Contractor's or Service Provider's ***[delete what is not applicable]*** sole expense until such time as the breach is remedied; or
  - 4.1.2 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]***.
- 4.2 In the event of termination of this 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.