

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

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;
- 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 "**Commercially Reasonable Efforts**" means taking such steps and performing in such a manner as a well-managed business would undertake where such business was acting in a determined, prudent and reasonable manner to achieve the particular result - provided always that such steps are within the reasonable control of the Party required to exert such efforts;
- 2.4 "**Effective Date**" means the effective date of the Agreement;
- 2.5 "**Human Rights Policy**" means a policy commitment to respect and uphold human rights as prepared by Sasol from time to time and provided or available on the Sasol's website for reference;
- 2.6 "**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 the Work (or part thereof) as stipulated in the Scope of Work;
- 2.7 "**Months**" means a calendar month, i.e., from the first day of any month to the last day of the same month;
- 2.8 "**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;
- 2.9 "**Questionnaire**" means the business and human rights due diligence questionnaire, which is required by Sasol to be completed by the Supplier or Contractor or Service

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Provider ***[delete what is not applicable]*** from time to time, in order for Sasol to assess the actual and/or potential risk exposure relating to business and human rights within the Supplier's or Contractor's or Service Provider's ***[delete what is not applicable]*** supply chain processes;

- 2.10 **"Sasol"** means ***[insert full name of the relevant Sasol company]***, a company incorporated and existing under the laws of ***[insert relevant jurisdiction where entity is incorporated]***, having its principal place of business at ***[provide business or registered address of the Sasol company]***;
- 2.11 **"Scope of Work"** means the Work to be supplied by the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** in terms of the Agreement;
- 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]***, a ***[specify legal capacity]*** incorporated and organised and existing under the laws of ***[specify jurisdiction where the counterparty is incorporated or organised]***, having its principal place of business at ***[provide business or registered address of the counterparty]***; and
- 2.14 **"Work"** means the services, deliverables and/or goods supplied by the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** in accordance with the Scope of Work.

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 shall when performing the Work, use its Commercially Reasonable Efforts to comply with the Human Rights Policy, and when such full compliance is not immediately possible, shall use its Commercially Reasonable Efforts to continuously improve on such compliance;
- 3.1.2 acknowledges that during the term of the Agreement, its compliance with the Human Rights Policy may be taken into consideration by Sasol when determining whether Sasol will:
- 3.1.2.1 extend the duration of the Agreement,
- 3.1.2.2 consider the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** for any future request for quotations/proposals/information, and

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- 3.1.2.3 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;
- 3.1.3 shall complete the Questionnaire accurately and return same in a timely manner, and when requested by Sasol, shall provide written proof to Sasol regarding the statements made by it on the Questionnaire, including but not limited to the appropriate steps taken to address, mitigate, prevent as well as to report any business activities which may be considered either by business and human rights laws and/or the Human Rights Policy as a human right infringement;
- 3.1.4 shall on a regular basis review and update the Questionnaire, to the extent that it is necessary and inform Sasol in writing of any amendments to its business activities and/or supply chain processes which may have an impact on human rights. Provided however that a review is conducted at least once every 36 (thirty-six) Months from the Effective Date;
- 3.1.5 acknowledges that it, may be audited by Sasol, either directly and/or through the Sasol's external auditors, inspectors, agents, suppliers, contractors, or Affiliates in order to verify any information submitted by the Supplier or Contractor or Service Provider ***[delete what is not applicable]***;
- 3.1.6 acknowledges that, the audit process stipulated in clause 3.1.5 above, may be for purposes of auditing the Supplier's or Contractor's or Service Provider's ***[delete what is not applicable]*** compliance with the Human Rights Policy as well as its obligations as per clause 3 and clause 4 of this Attachment ***[insert the reference number of this Attachment]*** – Business and Human Rights and such audit may be conducted by Sasol through any third party tools, or with the use of any third party services;
- 3.1.7 acknowledges that, in addition to clause 3.1.6 above, Sasol may conduct any relevant site inspection at the Location and the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** shall at all reasonably time grant access to Sasol and/or the third party nominated by Sasol to all relevant books and records including any Supplier's or Contractor's or Service Provider's ***[delete what is not applicable]*** employees, or any of its suppliers and/or Subcontractors;
- 3.1.8 acknowledges that it, may be required by Sasol to implement a corrective action plan to address any failure of compliance to the Human Rights Policy, the business and human rights laws/obligations/requirements, as well as the abuses or violations which may have been identified by Sasol during its audit and/or inspection procedure;
- 3.1.9 shall allow Sasol, its auditors and/or inspectors, agents, suppliers and/or contractors, Sasol's employees or Affiliates and such inspectors as Sasol may from time to time designate, access at all reasonable times to any facility or part of a facility at or from which either the Supplier or Contractor or

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Service Provider ***[delete what is not applicable]*** (or any of its Subcontractors) is supplying the Work for the purpose of performing audits and inspections of either the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** or any of its suppliers and/or Subcontractors;

3.1.10 shall in its contracts with third parties include the business and human rights provisions which are at least as onerous as those set out in clause 3 and clause 4 of this Attachment ***[insert reference of this Attachment]*** – Business and Human Rights;

3.1.11 shall in performing its obligations in terms of the Agreement:

3.1.11.1 uphold and respect business and human rights in all of its operations, and

3.1.11.2 assess actual and potential risk exposure relating to business and human rights in their supply chain processes and/or resulting from their business activities or through its relationships with the Subcontractors or any other third parties and take appropriate steps to address, mitigate, prevent and report on business and human rights infringements; and

3.1.12 shall notify Sasol immediately in writing if:

3.1.12.1 it becomes aware or has reason to believe that it, or any of its officers, employees, agents or Subcontractors has, breached or potentially breached any of its obligations under clause 3 and clause 4. Such notice will set out full details of the circumstances concerning the breach or potential breach of such Party's obligations,

3.1.12.2 its responses to the Questionnaire are no longer complete and accurate, and

3.1.12.3 it or any of its officers, employees or any other persons associated with it:

(a) has been found guilty by a court of law for violating any business and human rights laws/obligations/requirements or is in breach of the Human Rights Policy; or

(b) has been notified that it is subject to an investigation relating to the business and human rights violations.

4. BUSINESS AND HUMAN RIGHTS

- 4.1 The Supplier or Contractor or Service Provider *[delete what is not applicable]* undertakes, warrants and represents that:
- 4.1.1 neither it nor any of its officers, employees, agents or Subcontractors has:
 - 4.1.1.1 been found guilty by a court of law for violating business and human rights laws/obligations/requirements or is in breach of the Human Rights Policy,
 - 4.1.1.2 been notified that it is subject to an investigation relating to any business and human rights violations, or
 - 4.1.1.3 been aware of any circumstances within its supply chain processes that could give rise to an investigation relating to any business and human rights violations;
 - 4.1.2 as at the Effective Date, its responses to the Questionnaire are complete and accurate; and
 - 4.1.3 it shall comply with any parts of the Human Rights Policy and/or the business and human rights laws/obligations/requirements that prohibit:
 - 4.1.3.1 any form of forced labour, child labour, violence, abusive behaviour, harassment or intimidation, or
 - 4.1.3.2 any form of discrimination, retaliation, reprisal, intimidation, harassment or victimization.
- 4.2 Each Party agrees to comply at all times with business and human rights laws, statutes, regulations and/or codes in force from time to time including compliance with the Human Rights Policy or will have and maintain throughout the term of the Agreement its own policies or practices and implement due diligence procedures for its own operations and subcontractors and/or third parties to:
- 4.2.1 ensure its compliance with business and human rights principles;
 - 4.2.2 identify actual or potential business and human rights impacts in its supply chains processes; and
 - 4.2.3 take the necessary steps to prevent, mitigate or remediate an adverse impact.

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5. INDEMNITY

- 5.1 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 and clause 4.
- 5.2 The indemnity given by the Supplier or Contractor or Service Provider ***[delete what is not applicable]*** under clause 5.1 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.
- 5.3 In the event of a conflict between this clause 5 and any other indemnity or warranty recorded elsewhere between the Parties, the terms of this clause shall supersede any other clause with regard to human rights matters.

6. TERMINATION

- 6.1 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 clause 3.1.3 and clause 4.1.3 shall constitute a material breach of the Agreement in which Sasol may either immediately:
- 6.1.1 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
- 6.1.2 terminate the Agreement by serving 30 (thirty) days' prior written notice to the Supplier or Contractor or Service Provider ***[delete what is not applicable]***.