



## SUPPLIER CODE OF CONDUCT

### 1.0 GENERAL

This Code applies to all **Professional Digital Systems Limited** suppliers (hereinafter "Supplier" or "Suppliers") and their employees (be they temporary, casual or permanent), agents and sub-contractors throughout the world.

Professional Digital Systems Limited requires all Suppliers to conduct their business dealings with **Professional Digital Systems Limited** in compliance with this Code and in compliance with all laws applicable to the Supplier's business, wherever conducted.

By entering into business transactions with **Professional Digital Systems Limited**, the Supplier agrees to abide by the terms of this Code and acknowledges that compliance with this Code is required to maintain the Supplier's status as a **Professional Digital Systems Limited** Supplier.

**Professional Digital Systems Limited** shall have the right to terminate any Supplier's contract for failure to comply with the provisions of this Code. **Professional Digital Systems Limited recognizes** that local laws may in some instances be less restrictive than the provisions of this Code. In such instances Suppliers are expected to comply with this Code. If local laws are more restrictive than the Code, then Suppliers are expected to comply with applicable local laws.

### 2.0 PROVISIONS

In particular, Suppliers must comply with the following:

#### 2.1 Relations with competitors

Suppliers will be required to comply with applicable antitrust or competition laws and will not engage in any restrictive trade practices. Suppliers will at all-times act in a manner that will uphold and encourage healthy competition.

The applicable anti-trust legislation with regard to Kenya operations is the Restrictive Trade Practices, Monopolies and Price Control Act (Cap 504 Laws of Kenya).

#### 2.2 Bribes, Gifts, Facilitation of Payment and other Courtesies

##### 2.2.1 Bribes/Corruption

Suppliers shall not make or offer bribes or payments of money or anything of value to any **Professional Digital Systems Limited** employee or any other person including officials, employees, or representatives of any government or public or international organization, or to any other third party for the purpose of obtaining or retaining business with Professional Digital Systems Limited.

For the avoidance of doubt **Professional Digital Systems Limited** considers an act of bribery to include the giving of money, anything of value or advantage to anyone where It is known or believed that it will be passed on to a government official or **Professional Digital Systems Limited** employee for this purpose.



Suppliers are required to comply with all applicable local anti-bribery legislation. Suppliers are expected to put in place organizational procedures appropriate to their size and scale and to the nature of their operation to ensure the prevention of bribery and corruption.

Every person holding a position of authority in a Supplier company shall report to the Ethics and Anti -Corruption Commission within a period of twenty-four (24) hours any knowledge or suspicion of instances of bribery.

## 2.2.2 Gifts and Hospitality

Suppliers shall ensure that any expenditure incurred in relation to any particular Professional Digital Systems Limited employee or government official is in the ordinary and proper course of business and cannot reasonably be construed as a bribe or so as to secure unfair preferential treatment.

A general guideline for evaluating whether a business courtesy is appropriate is whether public disclosure would be embarrassing to the Supplier or Professional Digital Systems Limited. Professional Digital Systems Limited employees may accept unsolicited gifts from Suppliers provided:

- a) They are items of nominal value – KES 1500 or less, or
- b) They are advertising or promotional materials having wide distribution e.g. calendars, stationary etc.; and
- c) Acceptance of the gift does not violate any applicable law.

## 2.2.3 Facilitation of Payment

There will be no facilitation of payment. Payments will be done through the normal channel.

## 2.3 Employment Relations

The Supplier will comply with all local laws relating to labour, employee health and safety and wages.

### 2.3.1 Child Labour

**Professional Digital Systems Limited** suppliers and their subcontractors will not hire children, a child being any person below the age of 16 years unless in the case of Kenya operations under apprenticeship and, in a technical institution, unless authorized under the Industrial Training Act (Cap 237 Laws of Kenya) and supervised by a public authority.

### 2.3.2 Forced Labour and Disciplinary Practices

Suppliers will:

- Not use forced labour nor require any worker whether local or foreign to remain in employment for any period of time against his or her will.
- Treat workers with respect and dignity and ensure workers are not subjected to any form of physical, sexual, psychological or other form of harassment or abuse.
- Ensure that workers are free to express their views about their workplace conditions without fear of retribution or losing their jobs.



### **2.3.3 Freedom of Association**

Suppliers will allow and respect their employees' right to form or join trade unions of their own choice and to bargain collectively.

### **2.3.4 Wages and benefits**

Suppliers will meet minimum wage requirements and will ensure that all statutory deductions as required under any local laws from time to time are complied with. Suppliers will ensure that working hours as provided for in any employment legislations or regulations in force from time to time or in any collective bargaining agreement entered into with the employee's trade union are observed. Suppliers will furthermore ensure that workers are provided with at least one day off during any seven-day working period.

### **2.3.5 Health and Safety**

Suppliers will provide their workers with safe and healthy work environments, clothing and other protective gear which as a minimum standard are in compliance with any local health and safety laws and regulations.

## **2.4 Environmental Matters and the Community**

Suppliers will comply with all local environmental laws in force from time to time. Professional Digital Systems Limited encourages its Suppliers to play a role in improving the environment and in so doing Professional Digital Systems Limited shall implement programs that promote a clean environment and reduce waste and seek ways to use and produce products that are environmentally friendly.

Suppliers are required to establish effective communication systems on environmental matters through training and improved Environment Management System awareness. In addition, Suppliers shall engage with communities and invest in society in a way that makes effective use of resources including the support for charitable organizations.

## **2.5 Compliance and implementation**

### **2.5.1 Licenses and Returns**

The Supplier will be required to obtain and renew, in accordance with any law or regulations all permits, licenses and authorizations required for it to carry out its business. In addition, The Supplier will be required to prepare and file any returns that it may be required to file under its incorporation statute, the Companies Act (Cap 486 Laws of Kenya) or applicable local or Kenyan revenue legislation.



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### 2.5.2 Taxation, Financial Integrity and Retention of Records

- The Supplier will comply with all revenue laws and will not evade tax.
- Suppliers will be required to maintain accurate and reliable financial and business records and shall not have any false or inaccurate accounting books or records related to Professional Digital Systems Limited for any reason. Suppliers shall maintain all business records at the minimum in compliance with the provisions outlined by the Kenya Revenue Authority or local revenue authorities from time to time.
- When any government investigation or audit is pending or ongoing then Suppliers will not destroy any relevant records until the matter has been investigated and closed.

### 3.0 CODE OF ETHICS FOR BUSINESS IN KENYA

Professional Digital Systems Limited requires all its suppliers to sign up to the Code of Ethics for Business in Kenya at contract award.

### 4.0 WHISTLE BLOWING

If a supplier becomes aware of unethical acts either by Professional Digital Systems Limited, its staff or other suppliers they should report all pertinent details via one of the following channels which allow for anonymous reporting;

#### Electronic Mail

The following email address can be used:

info@pdslkenya.com

**a) Telephone contact: 254 733 603040**

### 5.0 CONFLICTS OF INTEREST

No supplier shall enter into a financial or any other relationship with a Professional Digital Systems Limited employee that creates a conflict of interest for Professional Digital Systems Limited. A conflict of interest arises when the material personal interests of the Professional Digital Systems Limited employee are inconsistent with the responsibilities of his/her position with the company. All such conflicts must be disclosed and approval to the transaction given.

In particular, we would like to also receive information with regard to any conflict of interest matters that may be in existence. Please choose one of the below options and complete the information requested: -

I am not aware of any conflict of interest with Professional Digital Systems Limited Holdings Plc and any of its subsidiaries.

I am aware of any conflict of interest with Professional Digital Systems Limited Holdings Plc and any of its subsidiaries. These have been disclosed as below: -



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Name of Professional Digital Systems Limited Staff / Director .....

Nature of Relationship with supplier .....

Position held at the supplier's entity .....

Note: You are obligated to keep updating this information should the situation change after the initial communication. Conflicts of interests should be disclosed via email to [suppliersKYC@Professional Digital Systems Limited.com](mailto:suppliersKYC@Professional Digital Systems Limited.com).

### 6.0 VIOLATIONS

Professional Digital Systems Limited reserves the right at its discretion to terminate the contract where there is breach of the provisions of the code of conduct. In other instances Professional Digital Systems Limited may require that corrective action is carried out before it continues partnership with the supplier.

### 7.0 VARIATION

Professional Digital Systems Limited reserves the right to vary this Code at any time.

### 8.0 POLITICAL AND CHARITABLE CONTRIBUTIONS

The Supplier will not use political or charitable contributions and sponsorship in order to achieve illegal business benefits. Political and charitable contributions will not be used as bribery or to seal corruption. All contributions must be transparent

### 9.0 ACKNOWLEDGMENT AND ACCEPTANCE

Once it has been agreed, this code will remain effective throughout the period of engagement until an updated version replaces it. We shall be obliged if you will confirm in writing your agreement to the acceptance of the contents herein by signing one copy in the space provided and returning it to us.

The terms of this code of conduct is accepted by \_\_\_\_\_  
who represents that they are authorized to accept these terms on behalf of the supplier entity.

Signature .....

Position .....

For and on behalf of .....

(Name of company)

We shall be obliged if you will send a copy of this code to the senior executive director or official

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of each countries where we are in operation and where we have been dealing with yourselves or where you are prequalified as suppliers.