

DURBAN GATEWAY TERMINAL

SUPPLIER CODE OF BUSINESS CONDUCT

1. POLICY STATEMENT

1.1 **Durban Gateway Terminal (Pty) Ltd (DGT)** and external third parties acting with, for or on behalf of DGT such as its Suppliers, are committed to conducting business according to the highest ethical standards of honesty and integrity, in strict compliance with applicable laws and regulations. This Supplier Code of Business Conduct (**Code**) sets out what is expected of every Supplier working with or on behalf of DGT. By acceptance of this Code, the Supplier commits that all agreement and business relationships are subject to the provisions contained herein.

2. SCOPE

2.1 This Code applies to all Suppliers of all and any DGT Business Units.

2.2 By engaging in any business relationship whatsoever with DGT a Supplier agrees:

2.2.1 to abide and be bound by the Code;

2.2.2 that the Code shall be deemed to form part of the contractual relationship with DGT; and

2.2.3 that any breach of the Code by the Supplier shall permit DGT summarily to terminate such business relationship, on written notice to the Supplier, and without prejudice to any other legal rights DGT may have against the Supplier.

3. TERMS AND DEFINITIONS

TERM	DEFINITION
Business Unit	Any operational or administrative department or division under control of the Board of Directors of DGT and which forms part of the DGT corporate governance structures.
Code	Roadmap for guiding Suppliers on minimum behavioral and ethical principles.
Confidential information	Confidential information includes, but is not necessarily limited to, all sales and financial information pertaining to any business of either Party vis-à-vis the other Party, market research, DGT business opportunities and information about the relationships with DGT's business partners as

Laws	Any and all statutes, regulations, by-laws and government policies promulgated or otherwise enforced in South Africa or, where the context refers to any other country, as may be enforced in such country.
Party / Parties	"Party" means DGT or the Supplier in question, as the context requires, and "Parties" means both of them.
Suppliers	External third parties acting with DGT including business partners, consultants, contractors, vendors, distributors and service providers.

The following sections will serve as a guide to Suppliers in adhering to this code.

1. RESPONSIBILITY

- 1.1 It is the responsibility of every Supplier to be familiar with and to comply with both the spirit and the letter of the Code. All Suppliers agree to inform each of its employees, agents, sub-contractors and/or any representative (if any, as may be allowed).
- 1.2 DGT takes violations of the Code seriously. Suppliers who violate the Code may face termination of the business relationship pursuant to clause 2.2.3 above and be barred from acting on behalf of DGT in the future.
- 1.3 If you have any concerns or become aware of any breaches of this Code, you are responsible for reporting the violation immediately to the DGT Compliance Officer.

2. NON-DISCRIMINATION

- 2.1 Both Parties shall prohibit discrimination of any kind, in accordance with applicable Laws.
- 2.2 Any form of harassment, unprofessional or inappropriate work conduct will not be tolerated.

3. HEALTH, SAFETY, ENVIRONMENT & SOCIAL

- 3.1 Suppliers must protect all persons and property based on applicable laws as well as the Health, Safety, Security and Environment (**HSE**) Policies of DGT.
- 3.2 Suppliers shall immediately notify DGT in writing, within one hour of the occurrence via the emergency reporting channel, of any accident (i.e. injury, property damage, environmental) or when a high potential near-miss incident occurs.
- 3.3 Suppliers shall not employ child labour and shall adhere to the minimum working age laws and other labour standards in both its jurisdiction (if the Supplier is not South African) and South Africa (where the Supplier is South African), as well as International Labor Organization's Declaration on Fundamental Principles and Rights at Work.

3.4 Suppliers shall promote ICTSI Global Principles of Human Capital (https://cdnweb.ictsi.com/s3fs-public/2020-11/hcb1_10.23_0.pdf) reflecting highest ethical standards and a commitment to protect the welfare, safety, and human rights.

3.5 Suppliers shall respect and promote the values that DGT upholds as a company consistent with strengthening the communities where they operate.

4. HONEST & ETHICAL BUSINESS PRACTICES

Anti-Bribery Obligations

4.1 Each Supplier warrants that its company or proprietorship has not, nor any of its employees, agents, sub-contractors and authorized representatives, engaged in any form of bribery or corruption, directly or indirectly, with any government or public official/candidate or any officer or employee of DGT in order to secure an improper advantage or to influence any act or decision of such a person, in order to obtain or retain business for DGT.

4.2 All Suppliers must conduct their business in compliance with applicable anti-corruption laws and maintains policies and procedures designed to promote and achieve compliance with such laws and, furthermore, the anti-bribery obligations under ICTSI's Code of Business Conduct (https://cdnweb-dgt.ictsi.com/s3fs-public/2026-02/ICTSI%20Code%20of%20Business%20Conduct_DGT_0.pdf).

5. CONFLICT OF INTEREST

5.1 Suppliers must disclose any potential or actual conflicts of interest to the DGT Compliance Officer and seek prior written approval before engaging in the concerned activity/transaction.

5.2 The DGT management will consider each situation carefully to determine whether a conflict of interest arises.

5.3 Suppliers must fill out and submit the Supplier Conflict of Interest Disclosure Form (Appendix 1) at least once a year during the Supplier Re-Accreditation or at any point wherein a potential or actual conflict of interest arises. Suppliers must also take note of the High Risk Conflicts of Interest that Suppliers Must Avoid or that Must be Removed (Appendix 2).

6. FAIR BUSINESS PRACTICES AND ANTI-TRUST

6.1 Suppliers must not engage in unethical or illegal business practices. They must conduct their business in a manner which is consistent with the law and with DGT's commitment to integrity.

6.2 Business information may not be obtained using unlawful or unethical means, such as misrepresentation, deception, theft, bribery or unauthorized use or access to hardware and/or software systems.

6.3 All Suppliers must comply with all applicable competition laws in South Africa, including the Competition Act 89 of 1998.

7. CONFIDENTIAL INFORMATION AND DATA PRIVACY

- 7.1 All discussions and information exchanged between DGT and Suppliers, whether in oral or written form, are to be treated confidentially by both Parties, its employees and any partner appointed to act on their behalf.
- 7.2 Both Parties shall protect confidential information from unauthorized disclosure to any third party or beyond the authorised scope of the business relationship. Confidential information includes sales and financial information, market research, ICTSI business opportunities and information about the relationships with ICTSI's business partners as well as ICTSI's technical and industrial information.
- 7.3 To the extent that Suppliers process any personal information (as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA")) on behalf of or in connection with their business relationship with DGT, Suppliers shall act solely as an operator under POPIA and shall: (a) process such personal information only in accordance with POPIA, all regulations thereunder, and DGT's lawful written instructions; (b) implement and maintain appropriate, reasonable technical and organisational security measures as required by section 19 of POPIA to protect against risks of loss, damage, unauthorised destruction, or unlawful access; (c) ensure that any employees, agents, or sub-contractors authorised to process personal information are bound by confidentiality obligations at least as stringent as those herein; (d) not transfer personal information outside the Republic of South Africa unless compliant with section 72 of POPIA or with DGT's prior written consent; (e) notify DGT immediately (and in any event within 24 hours) of any actual or suspected security compromise under section 22 of POPIA, and provide full cooperation to investigate and remediate; (f) assist DGT, at DGT's reasonable cost, in fulfilling its obligations under POPIA, including responding to data subject requests, conducting data protection impact assessments, and consulting with the Information Regulator; and (g) upon termination or DGT's request, promptly return or securely delete all personal information, certifying such action in writing if requested.
- 7.4 Suppliers shall take no action or omission that could cause DGT to breach POPIA, and shall indemnify DGT against any losses arising from Supplier's non-compliance with this clause.
- 7.5 A violation of this provision of the Code may attract civil and/or criminal penalties pursuant to applicable laws, rules, and regulations.

8. COMPLIANCE WITH LAWS AND THE CODE

- 8.1 It is DGT's policy to comply with all applicable Laws in South Africa and, to the extent that any other country's Laws may be applicable to DGT, to comply with such laws as well. For the avoidance of doubt, to the extent that any part of this Code is inconsistent with the Laws, the Laws shall prevail.
- 8.2 Suppliers must set guidelines to ensure the compliance of its activities and its own sub-contractor's, representative's, and/or agent's activities with the Code.
- 8.3 Any violation of the Code is considered as a material breach of any and all contracts between the Supplier and DGT and may result to termination of some or the whole business relationship. Additionally, any breach of any Laws may or, if mandatory in accordance with any statute, will result

in DGT reporting to the relevant authorities and/or instituting civil and/or criminal charges in the appropriate venue.

8.4 If you become aware of any potential or actual violations of the law or of this Code, you are required to disclose any relevant information to the DGT Compliance Officer immediately.

9. **DGT COMPLIANCE OFFICER**

9.1 Suppliers can contact the DGT Compliance Officer at compliance@dgt.ictsi.com for clarifications in respect of any aspect of the Code.

10. **CONTACTS**

SUBJECT	CONTACT	EMAIL
Contents of and amendments to this Code	DGT Compliance Officer	compliance@dgt.ictsi.com
Contents of and amendments to this Code	DGT Compliance Officer	compliance@dgt.ictsi.com
Violations of this Code.	DGT Compliance Officer	compliance@dgt.ictsi.com

SUPPLIER CONFLICT OF INTEREST DISCLOSURE FORM

Supplier Name: _____
Name of Authorized Representative: _____
Position of Authorized Representative: _____
Address: _____
Phone No.: _____
Email: _____

It is DGT's policy to address how issues of actual, potential and perceived Conflicts of Interest involving Officers and Employees/Consultants of DGT and Suppliers should be identified, disclosed and managed.

All Suppliers interested in conducting business with DGT must complete and return the Supplier Conflict of Interest Disclosure Form as part of the Accreditation / Re-Accreditation requirements. Please note that all Suppliers are subject to comply with DGT's Supplier Code of Business Conduct as stated within the certification section below.

This form is designed to identify and disclose known conflicts in an effort to properly manage them. Please refer to Annex A for the Definition of Terms.

Please complete the following questions and submit the form to the DGT Compliance Officer (compliance@dgt.ictsi.com), with the subject "Supplier Conflict of Interest".

1. Are any of your company owners, directors, officers or key employee/s a Closely Related Person to an officer, director, employee or regularly retained consultant of DGT? Yes No
If Yes, please list the name/s.
List:
 -

2. Are any of your company owners, directors, officers or key employee/s a current or former DGT employee? Yes No
If Yes, please provide details below.
Details:
 -

3. Are you aware if any of DGT's employee/s has/have a financial interest, direct or indirect, in your company, any of its affiliates, owners, directors, officers or key employee/s? Yes No
If Yes, please list the nature of the interest and the name of the person holding the interest.
List:
 -

4. Has a DGT employee accepted gifts, gratuities, lodging, dining, or entertainment, favor or anything of value from your company, any of its affiliates, owners, directors, officers or key employee/s that might reasonably appear to influence judgment or actions concerning your company's business with DGT? Yes No

If Yes, please provide details below.
Details:

-

Please add additional pages as needed.

Your obligation with regards to the compliance to the DGT Supplier Code of Business Conduct, which includes Disclosure of Conflicts of Interest, is continuous. If any material changes to the responses provided on this disclosure form occur, or should you become aware of any potential or actual conflict following the submission of this form, the Supplier is required to promptly update the information on this form in writing, and submit the update to the DGT Compliance Officer.

Signature

Date

Printed Name and Position of Authorized Representative

=== DGT Use Only ===

Reviewed by:

DGT COMPLIANCE OFFICER

Name

Date

Checked by (DGT Procurement):

___ Yes, named employee or official was involved in the procurement process or decision.

___ No, named employee or official was not involved in the procurement process or decision.

DGT PROCUREMENT HEAD

Name

Date

Remedial Action(s) to be taken:

Actions:

-

DGT will follow-up on all recommended actions to ensure compliance.

Exceptional Review:

DGT CEO

Name

Date

Remedial Action(s) to be taken:

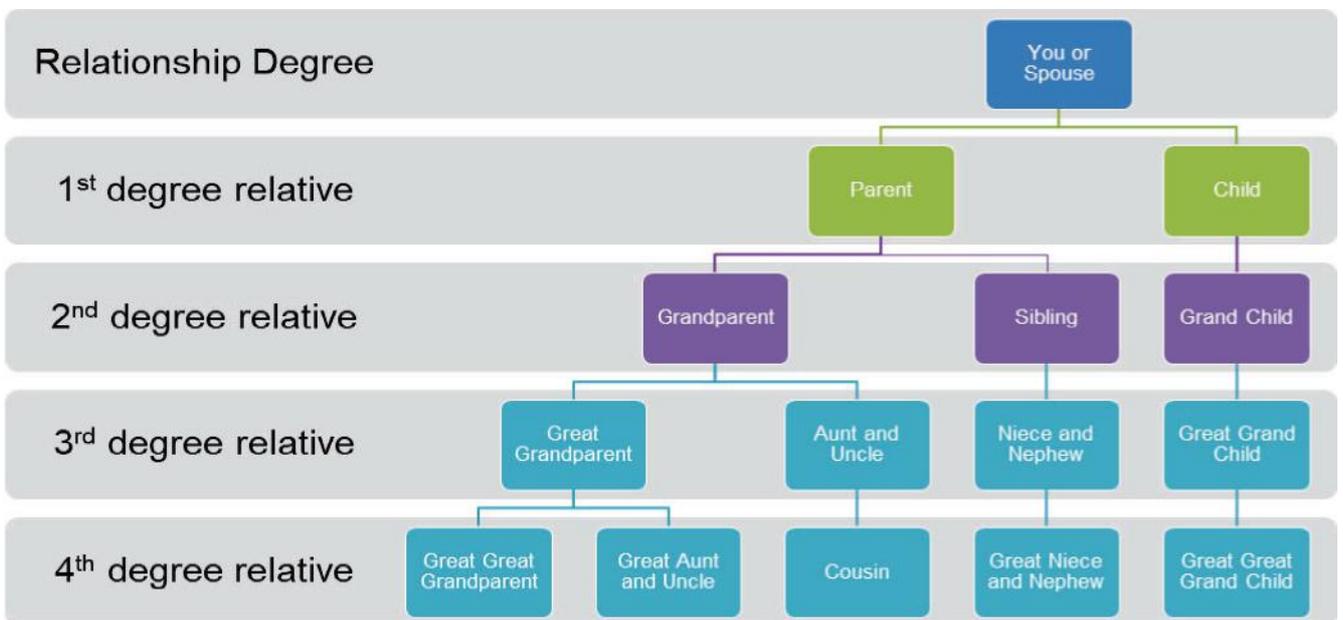
Actions:

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ANNEX A - DEFINITION OF TERMS:

“**Closely Related Persons**” are made up of “Relatives” & “Close Personal Friend(s)”.

“**Relatives**” include the Disclosing Party’s spouse or domestic partner, children, children by adoption, stepchildren, parents, siblings and all other relatives, up to 4th level or degree of consanguinity (by blood) or affinity (by marriage). Relationship by affinity shall include the relatives of the Disclosing Party’s spouse or domestic partner up to the 4th level or degree.



“**Close Personal Friend**” is defined as any person with whom an Employee has a meaningful social, intimate or business relationship outside of his/her work for DGT, including but not limited to co-employees, customers and business partners with whom the Employee may have developed a relationship in the course of employment with DGT.

HIGH RISK CONFLICTS OF INTEREST THAT SUPPLIERS MUST AVOID OR THAT MUST BE REMOVED

Type of Conflict	What must be Avoided or Removed
External Engagements, including Employment	<p>Employees/Consultants of DGT must not have any kind of paid or unpaid engagement with:</p> <ul style="list-style-type: none"> • The Supplier, unless it meets a DGT business purpose or does not influence (and cannot be perceived as influencing) the Employee's/Consultant's business judgment; • Any other person or company if this impacts their performance at DGT.
Personal Financial Interests Relationships with DGT Employees/Consultants	<p>Employees/Consultants of DGT must not:</p> <ul style="list-style-type: none"> • Be an Owner of the Supplier's company; • Have a substantial interest or have a substantial affiliation with the Supplier's Company.
Gifts, Meals, Travel & Entertainment	<p>Suppliers must not directly or indirectly give to DGT Employees/Consultants:</p> <ul style="list-style-type: none"> • Cash or cash equivalents (e.g., stocks, gift certificates, discounts not based on a collective agreement, etc.); • Gifts in general, regardless of amount, especially if these influence or could be perceived as influencing the Employee's business judgment; • Meals, travel, or entertainment, unless it predominantly meets DGT business purpose, is accompanied by a representative of Supplier, and does not influence (and cannot be perceived as influencing) the DGT Employee's business judgment.
Fees, Commissions, Services, Other Favors	<p>Suppliers must not directly or indirectly:</p> <ul style="list-style-type: none"> • Give a fee, commission, service, anything of value to DGT Employees/Consultants.