

## **SUPPLIER CODE OF CONDUCT**

### **About Interfront:**

Interfront is a wholly owned subsidiary of SARS through which its parliamentary accountability is exercised. The main purpose behind Interfront's creation was to develop an information technology (IT) based solution for the SARS customs modernisation programme and the New Customs Acts Programme (NCAP). Interfront has delivered major systems which it supports whilst continuing developments.

### **Our Vision:**

The best partner in border solutions.

### **Our Mission:**

We deliver smart solutions, creating better borders.

### **Our Values:**

#### **TECHI**

#### **T - Trust:**

Trustworthy – being honest and reliable

Respect – treat others as you would like to be treated

#### **E - Excellence:**

Striving to the best in our organisation and in our product through constant innovation and pride in our product and service delivery



**C - Camaraderie:**

Passionate teamwork; walking the extra mile; commitment to the team and organisation; fun

**H - Humility:**

Servant leadership: transparency; communication; being supportive; acting in the best interests of those you are leading in a humble way; supporting each other's efforts; empowerment; treating other people in a fair and consistent way; collaboration

**I - Integrity:**

Consistently acting in an honest, respectful and trustworthy manner, say what you do and do what you say

**Scope:**

It is essential that our employees conduct themselves with integrity at all times in full compliance with the laws and regulations that govern our business activities. To that end Interfront has adopted a Code of Conduct which applies to all Interfront employees, directors and officers. The Code of Conduct is an extension of our values and reflects our commitment to ethical business practices and regulatory compliance.

Interfront expects that its suppliers will share and embrace the letter and spirit of our commitment to integrity and ethical behaviour. By "supplier" we mean any company or individual that provides a product or service to Interfront or indirectly to any of its clients.

**Policy:**

Interfront has always been committed to doing business with integrity and proper regard for ethical business practices. Our commitment to doing business ethically is unwavering.



Interfront understands that suppliers are independent entities, but the business practices, conduct and actions of an supplier may significantly impact and/or reflect upon Interfront, our reputation and our brand, which is one of our most important assets. In light hereof, Interfront expects all suppliers and their employees, agents and subcontractors (their representatives) to adhere to the Interfront Code of Conduct while they are conducting business with and/or on behalf of Interfront.

All suppliers should educate their representatives to ensure that they understand and comply with the Code.

This Code of Conduct is maintained on our public website at [www.interfront.co.za](http://www.interfront.co.za).

### **Our Supplier Code of Conduct:**

This Code of Conduct sets out certain non-negotiable minimum standards with regard to integrity and ethical business practices. By acceptance of this Code, the supplier commits that all existing and future agreements and business relationships with Interfront will be subject to the provision contained herein.

## **BUSINESS INTEGRITY**

### **Compliance with Applicable Laws and Regulations:**

All Interfront suppliers and their representatives will conduct their business activities in full compliance with applicable laws and regulations while conducting business with and/or on behalf of Interfront.

### **Anti-Bribery and Corruption:**

Interfront has always been committed to doing business on an ethical and sound basis and Interfront is committed to comply fully with local and global anti-bribery and corruption laws and to continuously conduct its business with integrity and with proper regard to ethical business practices.



Suppliers must not engage in corruption such as bribery or any other form of improper or unlawful payment under any circumstances including financial fraud, money laundering, and extortion or facilitation payments.

A bribe is usually defined as the giving or receiving of a “thing of value” to corruptly influence the actions of another, most commonly to influence a contract award or the execution of a contract.

### **Thing of value**

The “thing of value” need not be money, and often is not. Any tangible benefit given or received with corrupt intent can be a bribe. Bribes can include but are not limited to:

- gifts, paid travel and entertainment;
- “loans,” whether or not repaid;
- leasing vehicles for the benefit of an employee, his or her relatives etc.
- employment of the employee’s relatives, friends, acquaintances at the request or direction of the Interfront employee;
- payment of educational expenses and scholarships for the children of Interfront employees;
- gifts by contractors of their inventory or services, e.g., improving the house of an Interfront employee;
- “donations” to social programmes” at the direction of the Interfront employee;
- subsidizing rents or mortgages of the Interfront employee; or
- direct cash payments to Interfront employees.



No supplier or associated person may directly or indirectly bribe an Interfront employee or any third party. Similarly, no supplier or associated person may receive anything of value in exchange for performing their duties disloyally or illegally. Any demand for, or offer of, a bribe must be rejected immediately and reported to Interfront.

In addition, suppliers will be honest, direct and truthful in their discussions with regulatory agency representatives and government officials and conduct their business in full compliance with fair competition laws.

#### **Business Practices:**

Interfront suppliers and their representatives shall conduct their business interactions and activities with integrity and in accordance with their obligations under their specific agreements with Interfront. In addition to those obligations, all suppliers shall, without limitation:

- Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.
- Create, retain and dispose of business records in full compliance with all applicable legal and regulatory requirements.
- Protect and responsibly use both the physical and intellectual assets of Interfront, including its property, data and equipment when authorised by Interfront to use such assets.
- Use Interfront provided information technology and systems (including email) only for authorised Interfront business-related purposes. Interfront strictly prohibits suppliers and their representatives from using Interfront provided technology and systems to create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate and/or send false, derogatory or malicious communications using Interfront provided information assets and systems.



- Comply with intellectual property ownership rights of Interfront and others including but not limited to copyrights, patents, trademarks and trade secrets. Use software, hardware and content only in accordance with their associated license or terms of use.
- Not speak to the press or use Interfront in any of its promotional items, unless expressly authorised in writing to do so by Interfront.

**Transparency and Gift Giving:**

The solicitation or acceptance of any gifts, favours, gratuities or benefits by an Interfront employee is prohibited. Interfront employees are prohibited from seeking or accepting anything of value in their capacity as Interfront employees. They are prohibited from using or attempting to use their position to obtain for themselves, their families or others unwarranted privileges that are not properly available to similarly situated individuals.

**Conflict of Interest:**

Suppliers and their representatives shall avoid the appearance of or actual improprieties or conflicts of interest. Suppliers or their representatives shall not deal directly with any Interfront employee whose spouse, domestic partner or other family member or relative holds a financial interest in the supplier. Dealing directly with in the course of negotiating the supplier agreement or performing the supplier's obligations with a spouse, domestic partner or other family member or relative who is employed by Interfront is also prohibited.

Interfront expects all suppliers and their representatives to disclose any present or past relationship or relationships that may come into existence after the establishment of a contractual relationship with Interfront as between themselves and Interfront employees that would be construed as a conflict.



**Non Solicitation:**

If, during the term of any contract between Interfront and the supplier and for a period of one year thereafter (collectively the “non-solicitation period”) the supplier directly or indirectly, individually or on behalf of any other person or company aids or endeavours or induce any of Interfront’s employees to leave their employment with Interfront in order to accept employment with the supplier or any of its affiliates, the supplier shall pay to Interfront an amount equal to the product of the employee’s actual monthly salary multiplied by 3 (three).

**Communication and Whistleblowing:**

Interfront suppliers and/or their representatives are encouraged to raise any queries, concerns and complaints regarding any illegal, non-compliant, fraudulent or unethical behaviour by reporting same through Interfront’s ethics line or other reporting mechanisms available on our public website.

Interfront will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

**Books and Records:**

Suppliers are expected to keep accurate accounting records and maintain supporting documents to describe and reflect the true nature of underlying transactions.

**HUMAN RIGHTS AND LABOUR STANDARDS****Human Rights:**

Interfront embraces clear standards on employees’ and human rights. Interfront expects its suppliers to share its commitment to human rights and equal opportunity in the workplace. Interfront suppliers shall conduct their employment practices in full compliance with applicable laws and regulations, and shall, without limitation:



- Co-operate with Interfront commitment to a workforce free of harassment and unlawful discrimination. Interfront believes that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.
- Comply in all respects with the Employment Equity Act, in line with Interfront's commitment to redress the racial makeup of the South African economy.
- Prohibit the use, possession, distribution and sale of illegal drugs while on Interfront property.
- Use only voluntary labour and the supplier shall not utilise child employees.
- Keep employee records in accordance with laws and regulations.

**Working Hours:**

The supplier will ensure that fair wages will be paid in line with normal practice for the industry and market. The supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked.

**Compensation:**

The supplier's employees must be provided with wages and benefits that comply with applicable laws and binding collective agreements, including those pertaining to overtime work.



### **Freedom of Association and Collective Bargaining:**

The supplier will respect the right of its employees to freedom of association and collective bargaining. This includes the right to form and join trade unions and other worker organisations of their own choosing without harassment, interference or retaliation.

### **HEALTH AND SAFETY**

#### **Workplace Environment:**

The supplier shall provide employees with safe and healthy working conditions. As a minimum, potable drinking water, adequate sanitation, fire exits and essential safety equipment, access to emergency medical care, appropriately lit and equipped work stations must be provided. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable codes and regulations.

#### **Sustainability:**

The supplier must operate with care for the environment and ensure compliance with all applicable laws and regulations where the products or services are manufactured or delivered. Interfront expects its suppliers to share the same social responsibility of growing business in a sustainable fashion.

### **AUDIT AND TERMINATION OF THE SUPPLY AGREEMENT**

Interfront reserves the right to verify the suppliers compliance with this Code. In case Interfront becomes aware of any actions or conditions not in compliance with this Code, Interfront reserves the right to demand corrective measures.

It is the responsibility of the supplier to ensure that its representatives understand and comply with the provisions of this Code and inform Interfront if any situation develops that causes the



supplier to operate in violation of the code set forth in this document. Interfront suppliers are expected to self-monitor their compliance with the Code.

In addition to any other rights Interfront may have under its supplier agreement, Interfront may request the immediate removal of any representative who behaves in a manner that is unlawful or inconsistent with this Code.

Interfront reserves the right to terminate an agreement with any supplier who does not comply with the Code.

**Supplier name (entity name):** \_\_\_\_\_

\_\_\_\_\_  
**Signature and designation of authorised signatory of the supplier**

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a vertical line and a small flourish.