



IHS GROUP
SUPPLIER CODE OF CONDUCT

February 2022

INDEX

1. INTRODUCTION.....	3
2. RELATIONSHIP WITH OUR SUPPLIERS	3
3. FAIR AND TRANSPARENT BUSINESS PRACTICES.....	4
4. CONFLICT OF INTEREST.....	4
5. COMMUNITY ENGAGEMENT	4
6. FINANCIAL INTEGRITY	5
7. PRIVACY, SECURITY AND CONFIDENTIALITY	5
8. BRIBERY, CORRUPTION AND EXTORTION.....	6
9. GUIDELINES ON GIFTS AND ENTERTAINMENT.....	6
10. LABOR AND EMPLOYMENT PRACTICES	6
11. HEALTH, SAFETY, SECURITY AND ENVIRONMENT (HSSE).....	7
12. COMPLIANCE, MONITORING AND COMMUNICATION	7
13. WHISTLEBLOWING	8
14. CONTRAVENTION OF THE CODE.....	8
15. REVIEWS	9

1. INTRODUCTION

IHS Holding Limited and its subsidiaries (“IHS Group”, “we” or “us”, as applicable) is committed to conducting business in accordance with the highest ethical standards and in accordance with all applicable laws and regulations of the countries in which we operate.

This Supplier Code of Conduct (the “Code”) aims to provide Suppliers with the principles, guidelines, and expectations for establishing and maintaining a business relationship with the IHS Group. “Suppliers” are defined, for the purposes of this Code, as vendors, manufacturer(s), contractor(s), sub-contractor(s), consultant(s) and/or any other third-party suppliers, service providers or business partners providing goods, services, and supplies to any member of the IHS Group, or with whom we otherwise conduct business from time to time.

The relationship between the IHS Group and its Suppliers is important to achieving high performance in our business. IHS Group expects that its Suppliers will share and embrace our values as well as our commitment to regulatory compliance.

The Code applies to any employee, agent, or other representative of a Supplier that provides any goods, services, or supplies on behalf of, at the request of, or in connection with work completed for any member of the IHS Group (each a “Representative”). It is the responsibility of our Suppliers to understand and adhere (and procure adherence by their Representatives) to IHS Group’s expectations and policies.

Suppliers should notify a member of the IHS Group management or Group Procurement team if any situation arises that causes (or may cause) the Supplier or any of its Representative to operate in a way that may conflict with IHS Group’s expectations and policies.

IHS Group reserves the right to undertake compliance monitoring on its Suppliers at any time through self-assessment and onsite audits. Suppliers are required to cooperate in a transparent manner and provide access to relevant premises and information including permission to conduct interviews with employees and access to accurate and complete documentation and records relevant to the Code. We may suspend or terminate a relationship with any Supplier if such Supplier or any of its Representatives behaves in a manner that we consider to be inconsistent with this Code or any IHS Group principles or policies.

2. RELATIONSHIP WITH OUR SUPPLIERS

We promote fair dealings with our Suppliers in the following ways:

- We conduct our business based on the principles of fairness, good faith, equality, safety, and integrity, and we expect the same from those with whom we do business.
- We aim to make a positive impact in the communities where we operate, and we expect our Suppliers to support us in achieving this objective.
- We expect transparent, timely and accurate information.
- We seek a fair price from our Suppliers.

- We have stringent anti-money laundering, and anti-bribery and anti-corruption policies (and we expect and require our Suppliers to apply similar standards of business ethics).

3. FAIR AND TRANSPARENT BUSINESS PRACTICES

Suppliers and their Representatives are expected to participate in procurement processes in a manner that is transparent, fair, accountable and honest, and to comply with all applicable laws and regulations regarding fair competition as well as recognized standards of good procurement and labour practices.

Suppliers are expected to respond to us in an honest, fair, and comprehensive manner, accurately reflecting their capabilities and capacity to satisfy requirements set out in contract or tender documents. Our Suppliers are expected to follow all the rules established for each procurement process, and only enter contracts if they can and will fulfil all obligations of the contract.

Suppliers who serve across international borders are expected to understand and comply with all applicable export and import laws and regulations.

Suppliers are also expected to create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements, and any non-disclosure agreements entered into with IHS Group. As stated above, the IHS Group has a zero-tolerance policy in respect of bribery, corruption, and fraudulent and collusive practices.

4. CONFLICT OF INTEREST

Suppliers are required to conduct their business in a responsible and ethical manner and to exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest.

To comply with Code, Suppliers must have and abide by high standards of corporate governance, carry out their business honestly and ethically, and operate in full compliance with all applicable laws, rules, and regulations.

A Supplier must disclose any actual or potential conflict of interest in writing and discuss it with IHS Group's management or procurement team before the award of any contract is concluded or (if such conflict arises during the term of a contract), immediately upon such conflict arising.

5. COMMUNITY ENGAGEMENT

IHS Group recognises the impact of our business on society, the economy, and the planet, and aims to contribute significantly to sustainability initiatives. We are committed to maintaining a safe, healthy, and sustainable working environment. Our suppliers play a critical role in supporting our commitments in this regard.

6. FINANCIAL INTEGRITY

As a Supplier to the IHS Group, you must not seek to gain any advantage of any kind by acting fraudulently or deceitfully, making false claims, or allowing anyone else (including your Representatives) to do so on your behalf. This includes (but is not limited to):

1. Any kind of misappropriation of property;
2. Any kind of misreporting of time or expenses;
3. Tax evasion;
4. Any kind of bribery, corruption, or fraud; or
5. Money laundering.

Any payment by IHS Group to a Supplier is contingent upon a written contract having first been signed by duly authorized representatives of the Supplier and IHS Group. All transactions related to a Supplier's contract with IHS Group, and any other relevant terms of business undertaken between us (including documents, reports and other information provided to IHS Group) must be accurately documented.

As one of our Suppliers, you must maintain accurate and timely financial books, records and statements pertaining to your own business in accordance with applicable laws, rules, and regulations.

7. PRIVACY, SECURITY AND CONFIDENTIALITY

Suppliers must comply with IHS Group's requirements for maintenance of confidentiality and security and adhere to the following data privacy guidelines as a condition of doing business with us:

1. Process IHS Group information fairly and lawfully;
2. Obtain information only for specified, explicit and legitimate purposes; and
3. Not keep information for longer than is necessary

Suppliers who have been given access to confidential information of any member of the IHS Group should not share this information with anyone and any such information must be treated by Suppliers and their Representatives as confidential and used only for the intention it was provided (unless any such disclosure or use has been expressly authorized in writing by an authorised representative of IHS Group). If a Supplier believes that he/she has been given access to our confidential information in error, the Supplier should immediately notify us and refrain from further distribution of the information.

Suppliers must ensure that only those of its employees and personnel (and, to the extent permitted in writing by an authorised representative of the IHS Group, permitted agents and/or subcontractors) to whom disclosure of confidential information is required for the Supplier's performance of its contractual obligations will have access to the confidential information, and then only to the extent necessary to perform these obligations.

For the avoidance of doubt, confidential information means any all information relating to any IHS Group entity and its affiliates (and its or their activities, businesses, organisations, systems and transactions) which is provided to a Supplier (whether or not in relation to a specific business

arrangement with IHS Group), including, without limitation, any technical, commercial, scientific information, know-how, trade secrets, business ideas, processes, machinery, designs, drawings, technical specifications, and data), in whatever form disclosed. It includes information given orally, as well as any document, electronic file or any other means of representing or recording information, as (including the existence and terms of any such business relationships with the Supplier).

In furtherance of the above, we reserve the right to require our Suppliers to enter into non-disclosure agreements with us, prior to commencing any business dealings.

8. BRIBERY, CORRUPTION AND EXTORTION

IHS Group conducts its business based on the principles of fairness, good faith and integrity and expects the same from those with whom it does business. The IHS Group has a zero-tolerance policy towards bribery, corruption, extortion, and other unethical practices.

- We expect our Suppliers not to directly or indirectly offer, promise or give any bribe or any other form of incentive to an IHS employee, representative or agent or to any third party (including, without limitation, government officials).
- Any payment made by us to any agent, consultant or intermediary should represent no more than an appropriate level of remuneration for legitimate services rendered, and no part of any such payment may be passed on by the agent, consultant or intermediary as a bribe or other improper payment to any other third party.
- We expect our Suppliers to provide appropriate training to, and implement adequate procedures, for their employees and Representatives to ensure compliance with these policies, and applicable anti-corruption laws.

9. GUIDELINES ON GIFTS AND ENTERTAINMENT

In conducting business:

- We refrain from accepting from (or offering to) any Supplier or business partner (prospective or existing) gifts or any other advantages that might result in, or be construed as creating a conflict of interest.
- We prohibit Suppliers from offering cash or cash equivalents to any IHS Group employee, agent, consultant or representative.
- Suppliers and their Representatives must comply with the [IHS Group Gifts and Entertainment Policy](#). We forbid any gift or entertainment from a Supplier that is not permissible under this policy.

10. LABOR AND EMPLOYMENT PRACTICES

Suppliers must conduct their employment practices in full compliance with all applicable laws and regulations, including those relating to labor and employment.

- Suppliers shall ensure that they only employ workers who are legally authorized to work in that location.
- Suppliers shall prohibit child labor practices within their organizations and ensure that children are not employed by their own Suppliers or Representatives.
- Suppliers shall refrain from any form of forced labor, debt bondage, slavery, human trafficking, or involuntary prison labor.
- Suppliers shall set fair working hours and a payment of fair wages and salaries in accordance with the applicable employment contracts of their workers and employees, including as to overtime arrangements. Deductions to such wages for any reason whatsoever should be in accordance with (and only to the extent permitted by) applicable laws and Suppliers should inform their affected workers and employees of any such deductions.
- Suppliers shall employ workers with adequate skills and qualifications and not based on personal relationships or attachments.
- Suppliers shall ensure that all workers have equal opportunities in the workplace.
This includes promoting and maintaining an environment free from harassment or discrimination, whether based on sex, race, colour, national or ethnic origin, sexual orientation, religion, trade unions, marital status, disability and age.
- Suppliers should ensure women workers receive equal treatment in all aspects of employment and consider gender diversity in your workforce.
- Suppliers must treat their workers with fairness, dignity, and respect at all times.

11. HEALTH, SAFETY, SECURITY AND ENVIRONMENT (HSSE)

IHS Group is committed to protecting the health, safety and security of its employees and Suppliers, as well as the environment in which we operate.

In line with our HSSE Policy, our Suppliers are expected to establish and maintain the same high standards in minimising HSSE risks and impacts on their workers, employees, sub-contractors, customers, the public/ community, and the environment by complying with applicable HSE principles, legal and regulatory requirements and contractual obligations, and committing to continual improvement to enhance occupational health, safety, and environmental performance.

[Group Health Safety and Security Policy](#)

[Group Environmental Policy](#)

12. COMPLIANCE, MONITORING AND COMMUNICATION

Suppliers are required to always comply with all applicable laws and regulations as well as all principles and standards included in this Code. Suppliers' management systems should also be designed to ensure continued compliance with regards to changes in laws and regulations affecting

its business operations. Suppliers shall provide adequate and relevant training to their Representatives, in order also to facilitate their compliance.

In addition to the provisions of this Code, Suppliers are expected to comply with the provisions of the following (non-exhaustive) laws, regulations, or standards at a minimum:

- United Nations Universal Declaration of Human Rights;
- United Kingdom Bribery Act, 2010;
- United States Foreign Corrupt Practices Act, 1977;
- United States Sanctions and export control laws and regulations;
- International anti-money laundering laws and standards;
- International Labor Organization (ILO) Standards; and
- International Financial Corporation 's Performance Standards on Social & Environmental Sustainability.

IHS Group reserves the right to undertake compliance monitoring on its Suppliers at any given time through Supplier self-assessment and onsite audits.

We also reserve the right to ensure compliance with this Code through announced and unannounced inspections, and Suppliers are expected to enter into, and adhere with, the Declaration set out at the end of this Policy. Our Suppliers must maintain at their offices and facilities all documents necessary to demonstrate compliance with the Code. Suppliers shall permit representatives from IHS Group full access to relevant facilities, documents, worker records and its employees for confidential interviews (subject to, and in compliance with local laws).

Our Suppliers are expected to take necessary corrective actions to promptly remedy any non-compliance identified.

13. WHISTLEBLOWING

We have adopted a robust whistleblowing policy that encourages reporting of any form of mismanagement, corruption, illegality, unethical behaviour, and other wrongdoing in respect of dealings with internal and external stakeholders.

Suppliers must promptly report any instance of illegal or unethical behaviour noted during its dealings with any member of the IHS Group. Concerns can be raised anonymously through the IHS Group Whistleblowing portal, '[Speak Up](http://www.ihstowers.ethicspoint.com)' (www.ihstowers.ethicspoint.com) to the IHS Group Legal & Compliance team, or to the IHS Group Procurement team.

We shall maintain confidentiality to the extent possible and will not tolerate any retaliation taken against any individual who has, in good faith, reported an unethical behaviour or a possible violation of this Code. Suppliers shall make all efforts to protect whistle blower confidentiality and prohibit retaliation.

14. CONTRAVENTION OF THE CODE

IHS Group regards any contravention of this Code or its principles as a serious offence, which may result in:

- Withholding and/or setting off any amount due and payable to the Supplier pending conclusion of any fraudulent investigation;
- Grey listing the Supplier (Suspension of the Supplier);
- Termination of any Supplier contract(s) with IHS Group;
- Excluding the Supplier and discontinuation of any further or future business relationship with the Supplier; and/or
- Instituting legal actions against the Supplier.

15. REVIEWS

This Code is reviewed annually.

DECLARATION

IHS Holding Limited and its subsidiaries ("IHS Group", "we" or "us") is committed to the highest ethical and legal standards in the conducts of its business. We require all registered vendors, suppliers, manufacturers, contractors, sub-contractors, consultant(s) and any other third party service providers or business partners providing goods, services, and supplies to any member of the IHS Group, or with whom we otherwise conduct business from time to time ("Suppliers") to acknowledge and agree to abide by the policies and principles set forth in the attached IHS Supplier Code of Conduct (the "Code"), and to procure compliance with the Code by their respective employees, agents, or other representatives ("Representatives").

This Declaration is signed by an authorized representative of the Supplier.

I, on behalf of the Supplier named below, hereby acknowledge and agree that the Supplier shall abide by, and shall take all reasonable steps to ensure compliance by the Supplier and the Supplier's Representatives with, the Code. The Supplier shall, when preparing and submitting bids and proposals for IHS Group related work, when providing goods and services to IHS Group, and during the performance and administration of all agreements which the Supplier enters into with IHS Group, comply at all times with the Code in all material respects.

ON BEHALF OF (NAME OF SUPPLIER):

.....

NAME & POSITION:

.....

SIGNATURE:

.....

DATE:

.....