



# Supplier Code of Conduct

## KOKO GROUP OF COMPANIES

Version 2.1  
20 March 2025



Revision History				
Revision #	Description of Change	Author	Effective Date	Approved By
1.0	Initial Version	Jeremy Haysom	12/12/2022	Ashaba Kamahoro
2.0	Revised to align with IFC performance standards	Jeremy Haysom	13/3/2025	Ashaba Kamahoro
2.1	Revised to incorporate management edits	Jeremy Haysom	20/3/2025	Matt Schiller

**KOKO Group of Companies**

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## Introduction

KOKO follows a strict set of ethical values to guide our business dealings, to ensure we live up to the responsibility we bear toward our customers, shareholders, employees, and the communities in which we work. We expect all suppliers, including all individuals, companies, and firms who do business with any entity under the KOKO Group of Companies (“KOKO”) to adhere to the same ethical principles. This Supplier Code of Conduct sets the standards for doing business with KOKO.

## Disclaimer

This Supplier Code of Conduct provides general guidelines, rules, and instructions for all suppliers to KOKO. While comprehensive, it may not cover all legal requirements in every jurisdiction. Suppliers must comply with this Supplier Code of Conduct alongside local laws and regulations. In case of any conflict, local laws take precedence. This Supplier Code of Conduct will be reviewed periodically and updated as appropriate.

We require our Suppliers to embrace, support, and enact these minimum expectations, and participate in ongoing monitoring of their own compliance with this Supplier Code of Conduct. Suppliers must have evidence of, and adhere to, appropriate policies, management systems, procedures, and staffing to meet the expectations of this Supplier Code of Conduct.

We recognize there will be challenges for Suppliers to meet our expectations and local context may vary across our geographically diverse Suppliers. We are committed to working with our Suppliers on continuous improvement in their business practices to meet the standards set out in this Supplier Code of Conduct. However, KOKO reserves all rights, including the ability to discontinue relationships with Suppliers due to non-compliance with this Supplier Code of Conduct.

If any person becomes aware of a breach of this Supplier Code of Conduct, either in its own organization or KOKO’s supply chain, reports can be made to KOKO’s “Your feedback” channel. The “Your feedback” channel can be used anonymously and is intended to be confidential. Users may access the “Your feedback” channel through one of the following methods:

- **Online:** [www.kokonetworks.com](http://www.kokonetworks.com) or [rwanda.koknetworks.com](http://rwanda.koknetworks.com) under the ‘Your Feedback’ tab.

## Business Integrity

The Supplier must always act ethically and with integrity, in compliance with all relevant laws and regulations in relation to ethical conduct, corporate fraud, prohibited business practices, and anti-bribery and corruption, as well as with relevant social norms to the extent that these set a higher standard for conduct.

The Supplier must commit to the principles of lawful and free competition based on the merits of products and services, and not engage in activities that violate all relevant anti-trust, competition, and consumer protection laws applicable in all the Supplier’s

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countries of operation.

The Supplier must also maintain full confidentiality of trade information, business processes and technology. There must be no infringement on the intellectual property rights of KOKO's or third parties. Business information (including, but not limited to, employee and technical information) must be thoroughly managed.

### **Anti-bribery, Anti-corruption, Gifts, and Entertainment**

The Supplier must not participate in any form of bribery or corruption, directly or indirectly through third parties. Prohibited behaviour includes giving, receiving, seeking, engaging in, offering, promising, or authorizing bribes to anyone (government officials, private entities, individuals, etc.). A bribe is defined as anything of value given or received to improperly influence the judgement or actions of others. It is important that the Supplier avoids actions that may give rise to an appearance or suspicion of bribery or corruption, such as the provision of gifts or entertainment that would breach local laws and regulations, or contravene commonly accepted social standards.

The Supplier must mitigate the risk of corruption by having in place an entertainment and gifts policy that is transparent and culturally appropriate. Gifts and entertainment provided or received in any way connected to KOKO's should not be capable of influencing a person's duty or authority and should fall within commonly accepted business practice in each country or region.

### **Conflicts of Interest**

The Supplier should avoid situations where a conflict of interest may occur and must promptly disclose to KOKO's any conflicts of interest that do arise. A conflict of interest occurs when a Supplier's personal or private interests interfere, or appear to interfere, with their ability to perform their duties in the best interest of KOKO. Conflicts can include situations where a Supplier could gain personal advantage, financial or otherwise, from their relationship with KOKO.

### **Human Rights and Ethical Standards**

KOKO's committed to respecting internationally recognized human rights as set out in the:

- International Bill of Human Rights which consists of the Universal Declaration of Human Rights (UDHR), International Covenant on Economic, Social and Cultural Rights (ICESCR) and the International Covenant on Civil and Political Rights (ICCPR);
- The United Nations (UN) Guiding Principles on Business and Human Rights;
- The International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work;
- The UN Global Compact;
- The Children's Rights and Business Principles;
- The Convention on the Elimination of All Forms of Discrimination against Women; and:

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- The International Convention on the Protection of All Migrant Workers and Members of Their Families.

Our Supplier Code of Conduct draws on relevant guidance from the:

- OECD Guidelines for Multinational Enterprises on Responsible Business Conduct;
- The UN Women's Empowerment Principles;
- The United Nations Convention on the Rights of the Child; and
- The ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy.

We expect our Suppliers to embrace these international standards, respect the human rights of their workers and communities and promote human rights within their own value chain.

The requirements of the Supplier Code of Conduct are designed to cover employees, contract workers, and any workers without a formal contract of employment.

### **Child Labor**

The Supplier must not use child labor and must also strictly prohibit the use of child labor in its supply chain. Child labor, as defined by the ILO, refers to work that deprives children of their childhood, their potential, and their dignity, and that is harmful to physical and mental development. It refers to work that:

- Is mentally, physically, socially, or morally dangerous and harmful to children; and/or
- Interferes with their schooling by depriving them of the opportunity to attend school; obliging them to leave school prematurely; or requiring them to attempt to combine school attendance with excessively long and heavy work.

Subject to the qualifications below, the Supplier must not employ workers below 15 years of age, the applicable minimum legal age for employment, or the applicable age for completing compulsory education, whichever is highest. Any worker under 18 must be exempted from work which by its nature or the circumstances in which it is carried out is likely to jeopardize the health, safety, or morals of the young person.

The Supplier must use adequate and verifiable mechanisms for age verification in recruitment procedures. If the Supplier identifies child labor in their own operations or supply chain, the Supplier must enroll the child/children into a remediation or education program, rather than dismissing them from employment.

If the Supplier identifies that young people are working in hazardous conditions in their own operations or supply chain, the Supplier must immediately remove the young person/people from those working conditions and provide alternative non-hazardous work.

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Young people under 18 are entitled to work in certain defined and protected circumstances, such as traineeships and on family farms where their labor does not interfere with their attendance at school. This work is acceptable as long as it is conducted in line with the requirements of the ILO conventions and applicable national law in the relevant jurisdictions, and adequate steps are taken to ensure that it does not interfere with the health, schooling, or personal development of the young person.

### **Forced Labor**

The Supplier must prohibit and must not knowingly benefit from any form of modern slavery whether in the form of forced or compulsory labor, prison labor, indentured labor, bonded labor, slave labor, or any other non-voluntary labor. This expectation to not use or knowingly benefit from slavery extends to the Supplier's entire value chain.

The Supplier must not participate in the trafficking of people and prohibit trafficking throughout their supply chain. This requirement includes directly or indirectly arranging or facilitating the travel of another person with a view to that person being exploited. Workers must be free to leave their employment after reasonable notice, and be free to leave work and/or employee provided accommodation without restriction at the end of their daily shift.

The Supplier must not restrict workers' freedom of movement or retain workers' personal documents, including but not limited to personal identification, travel documents, and bank payment cards.

### **Discrimination and Harassment**

The Supplier must prohibit discrimination, harassment, sexual harassment, bullying, vilification, or victimization in the workplace, including any harsh or inhumane treatment of workers.

The Supplier must not discriminate against or commit any act that damages the dignity of any individual based on nationality, race, ethnicity, religion, ideology, gender, age, disability, gender identity, sexual orientation, political affiliation, union membership, caste, health, pregnancy or employment status, or any other protected characteristics as defined by national or regional laws and regulations.

### **Health & Safety**

The supplier shall comply with all applicable occupational health and safety laws and regulations and ensure a safe and healthy working environment to prevent accidents and injuries. The supplier must provide appropriate personal protective equipment (PPE), tools, and any other necessary equipment, and ensure their proper use and maintenance to safeguard the health and safety of all workers.

The Supplier shall comply with KOKO's internal policies on Health and Safety, Fire Safety and Environmental policy.

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## Responsible Recruitment

In line with the ILO's *General principles and operational guidelines for fair recruitment*, KOKO's Suppliers must respect human rights when recruiting workers, including through human rights due diligence assessments of recruitment procedures, and should address adverse human rights impacts with which they are involved.

The Supplier must:

- Not retain passports, contracts, or other identity documents of workers
- Respect workers' confidentiality and ensure protection of data pertaining to them
- Ensure that written contracts of employment are provided to the worker, and that the contract is transparent and understood by the worker
- Ensure that the conditions of work and living conditions into which workers are recruited are those that they have been promised
- Provide effective access to grievance mechanisms in cases of alleged abuses in the recruitment process, and to appropriate remedies
- Ensure that the right to freedom of association and collective bargaining of recruited workers is respected in the recruitment process
- Respect the freedom of migrant workers to leave or change employment or to return to their countries of origin.

Specifically, the Supplier must ensure that workers do not pay any recruitment fees or other similar fees and costs to obtain or retain their employment. This requirement includes the prohibition of excessive loan repayment programs that disadvantage workers and may constitute debt bondage. If the Supplier identifies any instances of workers paying recruitment fees or other related fees or costs, the Supplier must ensure full reimbursement to workers, and promptly undertake all appropriate remedies and investigate whether any further workers were affected.

Where recruitment agencies or brokers are used by the Supplier, appropriate due diligence and ongoing management should be undertaken to ensure that deceptive recruitment practices are not used. This includes, but is not limited to, the prohibition of mandatory health examinations, pregnancy tests, and the imposition of debt bondage as conditions for employment. Suppliers must adhere to the responsible recruitment practices, as set out in this Supplier Code of Conduct, that respect the dignity and rights of all individuals.

## Fair Wages

The Supplier must adhere to the local minimum wage legislation and other applicable wage and working time laws, including applicable collective bargaining agreements. In countries where the legislated minimum wage is set below a level consistent with a decent standard of living or dignity for a worker and family, the Supplier should pay a living wage.

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The Supplier must ensure that all its Employment contracts must clearly state the terms of employment, and workers shall receive a copy of their terms and conditions of employment in a language they understand for their records that matches those the employer has on file. This requirement includes information about their employment conditions before they enter employment and how wages are calculated per pay period. Remuneration, inclusive of wages and benefits, must be in adherence with all relevant legal requirements and any binding collective bargaining agreements, including adherence to regulations relating to overtime work and other premium pay arrangements.

The Supplier must not make any deductions from wages as a disciplinary measure, or any other deductions from wages that are not permitted by the national law without the expressed permission of the worker concerned. The Supplier must pay workers directly, regularly, in full and on time in a recognized currency as stated in any worker agreements. Appropriate due diligence must be conducted by the Supplier to ensure these requirements are met when agency workers are used.

### **Working Hours**

The Supplier must ensure that working hours comply with the international standards on working hours and all applicable laws and regulations related to working hours in the countries where they do business. Suppliers must also work to limit overtime to ensure workers have adequate rest periods.

The Supplier shall strive to meet international standards for working hours and rest periods, including:

- Work weeks of no more than 48 regularly scheduled work hours and 12 voluntary paid overtime hours, or as may be allowed by local legislation.
- Overtime hours compensated at a premium rate,
- Workers provided one day of rest every 7 days at a minimum, or as may be allowed by local legislation, except in emergencies or unusual situations, and
- No working more than 21 consecutive days without a rest day or as may be allowed by local legislation.

If a Supplier's practices do not meet these international working and rest standards, the Supplier must remedy and improve its practices, and provide remediation to affected workers.

### **Women's Rights**

The Supplier must strive to implement measures to eliminate discrimination against women through providing equal pay for equal work and provide equal opportunities throughout all levels of employment, in line with applicable laws and regulations.

The Supplier must strive to implement measures to eliminate health and safety concerns that are particularly prevalent among women workers, in line with applicable laws and

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regulations. These concerns include, but are not limited to, sexual harassment, physical security and protection and accommodation of pregnant and nursing workers.

### **Business Continuity Planning**

The supplier shall be prepared for any disruptions of its business (including but not limited to natural disasters, terrorism, software viruses, illness, infectious diseases, political unrest, among others).

### **Environment**

The Supplier must comply with all relevant environmental legislation and other relevant obligations for products or services in relation to environmental performance, management, and reporting. The Supplier must also ensure policies, procedures, and relevant environmental management systems are in place to identify, control, and mitigate significant environmental impact, including ensuring all environmental permits and registrations are legally compliant at any time.

The Supplier will work to provide all necessary and requested information related to environmental performance indicators and data at any point during the contractual relationship. This includes, but is not limited to, data related to climate, packaging, agricultural raw materials, water resources, deforestation, biodiversity, pollution, waste, and resource management. For each of the areas outlined below, the Suppliers must in a manner consistent with its their individual circumstances and risk:

- Create a management system for regularly monitoring environmental activities
- Encourage employees to proactively promote environmental activities and awareness
- Engage and collaborate with our teams and stakeholders from our value chain, including from diverse backgrounds and local communities to create and drive environmental value based on innovation and generate synergies
- Respect biodiversity and conduct their business activities with consideration to biodiversity
- Avoid deforestation during product manufacturing
- Actively work on developing and/or using more resilient crop varieties
- Use best endeavors to transition towards regenerative agriculture practices
- Use best endeavors to implement proper land management practices

### Climate change

- Use best endeavors to use scientifically accepted methodologies to calculate greenhouse (GHG) emissions, and to set clear and ambitious climate goals
- Use best endeavors to mitigate their direct and indirect emissions, with initiatives to decarbonize their direct and indirect operations, in line with a Net Zero goal set for 2040

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- Use best endeavors to publicly report its decarbonization progress in a transparent manner, where they are required to do so
- Engage in collaborative efforts with our teams and the teams of our value chain to work together for climate action

### Water

- Set targets and plans for water use, measure water use, and improve water use efficiency
- Avoid negatively impacting access to safe water in line with the UN Sustainable Development Goals and the UN Global Compact's CEO Water Mandate

### Packaging/waste

- Strive to reduce waste, curb landfill disposal, and promote reducing, reusing, and recycling of packaging.
- Develop and promote technologies that reduce environmental impact.

### **Business Partner Dialog**

The supplier shall communicate the principles stated in this Code and detailed above to its workers, representatives, subcontractors, and other business partners who are involved in supplying the products and services described in the main contract, to KOKO. The Supplier shall motivate such parties to adhere to the same standards

### **Grievance Mechanism and Mediation**

The Supplier must have a formal grievance mechanism in place that should be made available to all workers in its operations (including contractors and workers not covered by a formal contract of employment). The grievance mechanism must be accessible, easy to understand, legitimate and safe, equitable and rights-compatible, predictable, transparent, confidential, and improvement-based. The Supplier should outline in its policies that it expects their suppliers to have an established grievance mechanism in place.

In instances where the Supplier's supplier does not have an established grievance mechanism, the Supplier must provide access to its formal grievance mechanism for its suppliers' workers and must make them aware how to access its grievance mechanism. The grievance mechanism shall define a time bound approach to investigation and contain clear escalation procedures and provide for remediation. Intimidation or retaliation against workers utilizing the grievance mechanism is prohibited. If the Supplier identifies a substantiated grievance within its own operations or supply chain, the Supplier must promptly notify its relevant KOKO contact and the Supplier must cooperate with KOKO in undertaking remediation activities.

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**Compliance with the Supplier Code of Conduct**

KOKO Group reserves the right, upon reasonable notice, to check compliance with the requirements of the Supplier Code of Conduct. KOKO Group encourages its suppliers to implement their own binding guidelines for ethical behavior.

The supplier agrees that it is responsible for controlling its own supply chain. It further agrees to encourage any subsequent provider of goods and services used by the supplier to comply with ethical standards, human rights, health and safety and environmental standards when performing its obligations under any contracts with KOKO.

**Any breach of the obligations stipulated in this Supplier Code of Conduct is considered a material breach of contract by the supplier.**

The parties acknowledge and agree that digital signatures to this Supplier Code of Conduct shall be an acceptable substitute for the original signatures of the parties' designated representatives. Supplier represents that the digital signature submitted below on its behalf is a true representation of the actual signature of its designated representative and that such digital signature shall be sufficient to bind both Supplier and its obligation under this Supplier Code of Conduct.

**Supplier:** \_\_\_\_\_

**Supplier's Representative:** \_\_\_\_\_

**Designation of Representative:** \_\_\_\_\_

**Signature of Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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KOKO Networks Limited

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