

1.0 Overview

1.1 INTRODUCTION: POLICY STATEMENT

The sustenance of the objects and business of Main One Cable Company Limited and its subsidiaries (collectively "MainOne") is not only based on internal corporate strategic principles.

MainOne has a long standing commitment to doing business with integrity and utmost compliance with the local laws of the countries where it operates; more particularly, the applicable anti-corruption legislations such as the Corrupt Practices and Other Related Offences Act CAP C5 Laws of the Federal Republic of Nigeria, 2004, the relevant anti-bribery and corruption provisions of the Ghanaian Criminal Offence Act (Act 29) 1960 (as amended), and other applicable legislations of the Republic of Ghana; the Foreign Corrupt Practices Act of the United States of America and the Bribery Act of the United Kingdom 2012 ("Applicable Legislations").

Every incidence of bribery and corruption or attempts at promoting such, are recognized as illegal and internally abhorred as barriers to good business dealings and to sustainable development. MainOne does not condone these practices hence the need to ensure the existence of measures and policies to detect and prevent bribery by its agents, employees and other 3RD parties which act on its behalf.

MainOne has an internal Code of Business Conduct and Ethics document which serves as a policy guide for employees, as well as Vendor's Code of Conduct document for its contractors. These guidelines are strictly enforced by MainOne and have been communicated to permanent and contracted personnel, and agents. There are internal systems for the purposes of monitoring and ensuring compliance thereof. Violation of these policies are seriously investigated and attracts stiff disciplinary measures. MainOne has also emphasized its stance on bribery and corrupt practices in its contractor's code of conduct and enjoined its vendors and business provider to comply thereto.



MainOne employees, agents and business providers are all mandated to report incidents of violation of any anti-bribery and corruption laws to the Management of MainOne for investigation and appropriate disciplinary action which may include further report to the appropriate government agencies. The Management of MainOne takes steps to ensure anonymity and confidentiality of the person providing such report and provides additional protections in deserving circumstances.

All MainOne subsidiary companies must comply with this Policy. MainOne or its individual employees could also incur civil or criminal liability under applicable laws in its jurisdiction of operations which prohibits bribery and corruption even if the employee is not a resident or citizen of the applicable jurisdiction.

1.2 DEFINITION: WHAT IS A BRIBE?

A Bribe is:

The offer, soliciting, promise or receipt of any gift, hospitality, loan, fee, reward or other advantage to induce or reward behaviour which is dishonest, illegal or a breach of trust, duty, good faith or impartiality in the performance of a person's functions or activities (including but not limited to, a person's public functions, activities in their employment or otherwise in connection with a business).

1.3 APPLICABLE LEGISLATION

Under the Applicable Legislations, the specific bribery and corruption offences include giving a bribe, receiving a bribe and bribing a foreign public official. It also includes the corporate offence of failing to prevent bribery.

- **Corporate Offence of Failing to Prevent Bribery**

A corporate entity is criminally liable for its failure to prevent bribery, including by anyone providing services for or on its behalf. This may include employees, agents, joint ventures, representatives and subsidiaries, amongst others. Overseas companies doing business in jurisdictions such as the UK are susceptible to the offence.

However, a corporate entity will not be guilty of this offence if it can demonstrate that it had “adequate procedures” in place to prevent bribery hence the importance of adherence to MainOne’s anti-bribery and corruption policy.

2.0 Scope

2.1 WHO MUST COMPLY?

This policy applies to all individuals working for MainOne, directors, employees (whether regular, fixed term or temporary), trainees, seconded staff, agency staff, volunteers, interns, agents or any other person associated with MainOne, wherever located (collectively referred to as “**Associates**”).

In this policy, **Third-party service providers** means any individual or organisation that an Associate may come into contact or enter into a commercial arrangement with during the course of his/her engagement with MainOne, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, business associates, consultants, contractors and government and public bodies including their advisors, representatives and officials, politicians and political parties.

MainOne prohibits its Associates and Third-party service providers from offering, receiving, promising or providing any Bribe or facilitation payment. It is therefore not acceptable to:

1. give, promise to give, or offer, a payment, gift or hospitality to secure or award an improper business advantage;
2. give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to facilitate, expedite, or reward any action or procedure;
3. accept payment from a third party knowing or suspecting it is offered with the expectation that it will obtain a business advantage for them;
4. induce another individual or Associate to indulge in any of the acts prohibited in this Policy;

5. threaten or retaliate against another Associate who has refused to commit a bribery offence or who has raised concerns under this Policy;
6. give or accept any gift where such gift is or could reasonably be perceived to be a contravention of this Policy and / or Applicable Legislations;
7. engage in any activity that might lead to a breach of this Policy.

If requested to pay a Bribe, you must refuse. MainOne Associates or Third-party service providers must report to the Compliance department as soon as practicable, of knowledge of or reasonable grounds to suspect that a Bribe has or may be made in relation to MainOne's business.

All reports of corruption will be recorded in the Anti-bribery and Corruption register maintained by the Compliance department.

2.2 GIFTS, HOSPITALITY AND ENTERTAINMENT

Gifts, Hospitality and Entertainment ("GHE") means any non-monetary benefit received or offered to MainOne Associates and Third-party service providers in the execution of their duties and as a representative of MainOne, including but not limited to, entertainment, hospitality or other inducement of any kind. For the avoidance of doubt, monetary gifts in the form of cash or cash equivalent are strictly prohibited.

Entertainment connotes the attendance of social, cultural or other events with a party or public official (collectively referred to as the "Host"). Gifts include but is not limited to tangible or intangible benefits such as accommodation, presents, services without charge or materially below market value, prizes, discounts etc.

The offering of GHE, where reasonable, appropriate, modest, and a bona fide corporate hospitality may be used to strengthen cordial business relationships. However, it is imperative for Associates and Third-party service providers to consider any negative effect or undue advantage arising from the offering or receipt of GHE which can impact on MainOne's brand and reputation.



For example, it is unacceptable for MainOne Associates or Third-party service providers to accept GHE, where it is being offered in exchange for, or to influence a business decision or where it would create or appear to create a conflict of interest. Consequently, this Policy provides for MainOne's rules on GHE to mitigate against the risk of GHE being classified as a Bribe.

The listed GHE are exempted and not covered under this Policy:

- MainOne approved discounts or discounts available to its Associates;
- Non-preferential Third-party service provider sponsored training to Company's including MainOne;
- Novelty items of nominal value such as calendars, pens, keyholders etc.;
- Travel and accommodation related to attendance at meetings as a representative of MainOne; and
- Conferences, training and knowledge sharing sessions hosted by MainOne.

2.3 VALUATION

Where reasonably practicable, Associates are required to obtain the value of GHE from the provider or Host, or in the alternative provide an approximated valuation.

2.4 GIFTS

2.4.1 Political Contributions

MainOne will not make any direct or indirect contribution, including but not limited to any financial payment, or compensation of any kind, to any campaign or other means for funding or supporting a candidate for public office, political party or other political organization.

2.4.2 Charitable Contributions

MainOne may make non-monetary charitable contributions where permitted under Applicable Legislations, subject to:

- Approval by MainOne's CEO; and



- Completion of prior due diligence to ascertain whether or not the organization is adequate and the contribution appropriate.

2.4.3 Acceptable gifts

MainOne Associates will accept gifts which are not lavish or inappropriate; and where the value of the gift does not exceed USD\$100 (One Hundred United States Dollars).

Where the value of the gift exceeds USD\$100, it should be politely refused. If it is not possible to refuse the gift, where it would cause unnecessary offence, the gift should be handed to the Compliance department for disposal.

2.5 ENTERTAINMENT

2.5.1 MainOne may accept entertainment where:

- There is a clear business rationale in MainOne's interest;
- The Host will be present at the event (Note that where the Host is not present, the entertainment will be classified as a gift and subject to the procedure in section 2.4 of this Policy); and
- The value of the entertainment should not normally exceed USD\$100.

Where the value of the entertainment exceeds the value of USD\$100, it must be politely refused.

2.6 HOSPITALITY

2.6.1 Hospitality may be provided by MainOne where:

- There is a clear business rationale in MainOne's interest;
- There is no pattern of providing hospitality to the same person or companies;
- Travel and Accommodation- where it is in accordance with MainOne's Travel policy and the value does not exceed US\$100; and
- Food and Beverage- where it is not lavish, and the value does not exceed \$100.

Where the value is estimated to exceed \$100, Associates must obtain written approval prior to the date of the hospitality where possible in advance from the CEO of MainOne with an explanation of the business rationale.

MainOne Associates are required to complete and submit to the Compliance department, copies of the approval of GHE request. The Compliance



department will maintain a register which records a list of all GHE given and received in accordance with this Policy.

2.6.1 Hospitality may be accepted by MainOne for:

- Travel and Accommodation- where it is in accordance with MainOne's Travel policy and the value does not exceed USD\$100.
- Food and Beverage- where it is not lavish, and the value does not exceed \$100 per person. Where the value is estimated to exceed \$100, Associates must obtain written approval prior to the date of the hospitality where possible in advance from the CEO of MainOne with an explanation of the business rationale.

2.7 FACILITATION PAYMENTS POLICY

Facilitation payment are unofficial payments of any amount made with the purpose of expediting or facilitating the performance of processes or actions, usually by public officials, such as grant of permits, licenses or custom clearance of goods at ports. They are used to persuade public officials to carry out a task that they are already obligated to do. The demand for such payments are typically requested by low level and low-income officials. MainOne prohibits facilitation payments often referred to informally as 'grease' payments as these are Bribes and illegal. It is also against MainOne's policy for its agents, consultants, third party service providers or other intermediaries to make facilitation payments on its behalf.

There shall be no reimbursement by MainOne for facilitation payments.

Payments for legally applicable administration fees or fast-track services are not facilitation payments, but a receipt should be obtained.

If Associates of MainOne are under duress and believe it is necessary to make a payment to protect the life, limb or liberty of themselves or another person, they must notify the Compliance department and Management as soon as it is reasonably possible and safe to do so. If the demand is accompanied by immediate threat of physical harm then put safety first, make the payment and



report immediately to the Compliance department and Management the facts and circumstances, and payment amount.

All reports of corruption will be recorded in the Anti-bribery and Corruption register which is maintained by the Compliance department.

2.8 THIRD PARTY SERVICE PROVIDERS

Third-Party service providers can put MainOne at risk if they do not follow ethical business practices. Consequently, MainOne could be liable under Applicable Legislations, if a Third-party service provider makes unlawful payments in the course of its work on behalf of MainOne, even if MainOne or its Associates did not authorise the payment. Therefore, conducting appropriate risk-based due diligence on Third-Party Service Provider to address any identified risks, to ensure compliance with Applicable Legislations is a focal point of this Policy.

Due diligence on Third-party service provider is distinct from customer due diligence because it addresses the risk that a Third-party service provider might have the propensity, motive and/or opportunity to pay a Bribe in the course of its work on behalf of MainOne.

MainOne requires that Third-party service providers are made aware of this Policy, and also have their own adequate procedures in place to prevent their own staff or associates from engaging in the receipt or payment of a Bribe, kickbacks or other financial misconduct. To this end, MainOne's Compliance department reviews arrangements with its Third-party service providers and incorporates any necessary contractual safeguards, including anti-bribery and corruption provisions where necessary.

MainOne Associates must ensure that every Third-party service provider has a risk rating assigned to them prior to engagement in accordance with the procedures below.

2.9 PROCEDURE FOR ENGAGING THIRD-PARTY SERVICE PROVIDERS

To minimise the risk of third parties engaging in inappropriate conduct, MainOne must ensure:

- the basis of selection should be consistent with quality, reliability, price, service and other legitimate business factors;
- all fees and expenses paid to Third-party service providers represent appropriate and justifiable remuneration, which is commercially reasonable under the circumstances;
- fees and expenses should be paid directly to Third-party service providers for legitimate services rendered with accurate financial records of all payments maintained;
- relationships with Third-party service providers should be documented in writing through consultancy agreements or other engagement documents approved by the Legal team.

The review will include a risk rating determination for the service rendered and incorporate any necessary contractual safeguards, including anti-bribery and corruption provisions where necessary. The risk rating applies to the service provided by the Third-party service provider and therefore instances may occur where there is more than one rating for one Third-party service provider. For instance, a law firm may be risk rated “low” for assisting with the drafting of a legal agreement but “high” if the service provided includes interaction with government officials, when applying, for example, for a licence.

2.10 RISK RATING A THIRD-PARTY SERVICE PROVIDER

All relevant factors known at the time of the engagement will be taken into consideration to calculate the risk rating, including:

- the purpose of the engagement;
- whether the Third-party service provider will interact with government officials and if so, whether the circumstances present a likely corruption risk;
- the contingency of any fee paid to the Third-party service provider; and
- the level of corruption in the jurisdiction and sector in which the Third-party service provider will operate when performing work on behalf of MainOne.

2.11 RISK CATEGORIES

2.11.1 Category A: No Material Risk

Third-party service providers that provide the following services do not require any additional anti-corruption warranties in the service contract:

- taxis, office sundry (stationery, printing, office furniture, catering);
- training and professional memberships;
- transactional banking services;

2.11.2 Category B: Low Risk Providers

Any Third-party service provider, the Compliance department considers taking into consideration the nature of the service to be provided presents a minimal corruption risk.

Examples of low risk Providers include:

- a law firm, consultant or accountant which is providing an inward facing service to MainOne which poses a low risk (i.e. not dealing with any third parties on MainOne's behalf).
- services provided by regulated financial institutions (including commercial banks and financial advisers).
- Third-party service providers subject to adequate anti-bribery and corruption legislations in their jurisdiction of operation.

2.11.3 Category C: Medium Risk Providers

Any Third-party service provider where the Compliance department considers that the nature of the service to be provided presents a medium corruption risk.

Examples of medium risk Third-party service providers include:

- any Third-party service provider who, for a fee or commission, refers, recommends, directs or introduces MainOne to a potential company for the purposes of establishing a commercial relationship or other business opportunity (i.e. consultants, introducing brokers or agents);

Additional steps to be taken in relation to medium risk Third party service providers:

- ensure that anti-corruption warranties are included in the agreement, or other contractual documentation.

2.11.4 Category D: High Risk Third-party service providers

Any Third-party service provider where the Compliance department considers that the nature of the service to be provided presents a high corruption risk.

Examples of high-risk Third-party service providers include:

- any service provided by a Third-party service provider who will communicate with Public Officials on MainOne's behalf (I) for the purpose of assisting MainOne in relation to obtaining, retaining or varying any legal, regulatory, fiscal or administrative licence, permission, clearance, certificate or other similar authorisation or approval or (ii) in connection with the execution of a commercial transaction; or
- any Third-party service provider in respect of whom any "red flags" are present (see below), or in any other situations which would reasonably be considered to give rise to a risk the Third-party service provider might pay a bribe on behalf of MainOne.

Additional steps to be taken in relation to high risk Third-party service Providers:

- ensure that the anti-corruption warranties are included in the agreement or other contractual documentation.
- complete the ABC Form in Appendix 1 of this Policy. The Form should be completed and returned to the Compliance department for approval prior to the appointment or engagement of the Third-party service provider.
- prior to the completion of the Form, due diligence to verify the Third-party service provider's reputation and integrity should be undertaken. This could include internet searches, obtaining references, and obtaining information from the Third-party service provider or independently. The level of due diligence should reflect the level of perceived risk posed by the appointment. Ensure any concerns are escalated or resolved before proceeding. The due diligence should seek to determine and document that:
 - there are no concerns about the Third-party service provider's reputation and integrity (e.g. allegations that it has been involved in improper conduct);
 - The Third-party service provider has the appropriate expertise and resources to provide the services for which it is being retained; and
 - in high risk cases, enquiries about the Third-party service provider's own internal anti-corruption procedures have been made.
- In certain exceptional cases, it may be appropriate to take additional steps, such as (a) taking legal advice to confirm that the proposed arrangements are legal under all applicable laws; (b) providing suitable anti-corruption training

to the Third-party service provider; and/or (c) closely monitoring the activities of the Third-party service provider. Whether such steps are appropriate will be determined by the Compliance department.

2.12 RED FLAGS: WARNING SIGNS OF HIGH-RISK CONDUCT BY THIRD-PARTY SERVICE PROVIDERS

Even where a Third-party service provider is considered low risk, Associates should remain alert to red flags or other concerns about corrupt conduct. Any concerns about the integrity or ethical conduct of an existing or proposed Third-party service provider should be raised with the Compliance department as soon as possible.

There are certain activities that may arouse suspicion about a person with whom MainOne has an actual or proposed business relationship.

For example, Associates should be alert to:

- Commercial arrangements or requests that are not consistent with the business activities of the person, for example requests for payments to a bank account in a foreign jurisdiction with no connection to the person (particularly higher risk countries, e.g. weak anti-money laundering controls or where crime/corruption is widespread);
- a request by a person to structure a commercial arrangement to evade normal record keeping and/or reporting requirements or to structure it in a way that appears to have no legitimate business purpose, for example increasing prices or paying funds under cover of a side letter;
- payments through a third party that has no contractual relationship with MainOne, or where a shell company serves as a middleman (especially when domiciled in an offshore jurisdiction);
- when there are traces or signs that the person is not acting on his own behalf, and is trying to conceal the true beneficial owner's identity;
- use of consultants or representatives who are closely connected with a government official or a political party, or have been specifically requested by a Public Official or the representative of a client;
- lack of transparency in expenses and accounting records, or the provision of information which is apparently false or inconsistent;
- any third parties who refuse to abide by MainOne's ethics or anti-bribery policies, or applicable anti-corruption laws.



Raise any “red flags” with the Compliance department as soon as possible and prior to proceeding with any business relationship or transaction. If any “red flags” are identified, the provision of such service is to be risk rated as Category D.

2.13 RESPONSIBILITIES OF ASSOCIATES AND THIRD-PARTY SERVICE PROVIDERS

Associates and Third-party service providers must ensure that they have read and understood this Policy and, must at all times comply with the terms and conditions of this Policy. Prevention, detection and reporting of corruption are the responsibility of all those working with MainOne. All Associates and Third-party service providers are required to avoid any activity that might lead to, or suggest, a breach of this Policy. Associates and Third-party service providers must notify the Compliance department as soon as possible if they believe or suspect, or have a reason to believe or suspect, that a breach of this Policy has occurred, or may occur in the future - for example, if a customer or potential customer offers an Associate or Third-party service provider something to gain a business advantage with MainOne or indicates to an Associate or Third-party service provider that a gift or payment is required to secure their business. Please note that a failure to report an actual or suspected breach of this Policy is itself a breach of this Policy. Any Associate or Third-party service provider who breaches any of the terms of this policy will face disciplinary action, which could result in dismissal for gross misconduct or other applicable sanction. MainOne reserves the right to terminate a contractual relationship with Associates and Third-party service providers, as the case may be if they breach any of the terms and conditions of this Policy.

2.14 RECORD KEEPING

MainOne will keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to, and receiving payments from, third parties in accordance with its Record Retention Policy. Associates must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review and/or a review

from the Compliance department. Associates must ensure that all expense claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with MainOne's applicable policy and specifically record the reason for such expenditure. Associates shall further ensure that all expense claims shall comply with the terms and conditions of this Policy. All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No records shall ever be kept "off-book" to facilitate or conceal improper payments.

2.15 RAISING A CONCERN OR COMPLAINT

Associates are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, Associates should raise the matter with their Line Manager or consult the Compliance department.

2.16 PROTECTION

Associates who refuse to accept or offer a Bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. MainOne encourages openness and will support anyone who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken. MainOne is committed to ensuring that no one suffers any detrimental treatment as a result of refusing to take part in corruption, or because of reporting concerns under this Policy in good faith. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any detrimental treatment as a result of refusing to take part in corruption, or because of reporting concerns under this Policy in good faith, you should inform your Line Manager, Compliance department or a member of the Human Resources team immediately. If the matter is not remedied, and if you are an Associate, you should raise the matter by following the procedure laid out in the Whistle Blower policy.

3.0 MainOne Disciplinary Code

Staff who do not comply with the contents of this document will be treated in accordance with MainOne’s disciplinary procedures.

4.0 Document Retention

The information contained in this procedure is valid for a period of not more than four (4) years from the time it is launched or till when an updated version supersedes it.

5.0 Abbreviations

Term/Abbreviation	Explanation
GHE	Gifts, Hospitality and Entertainment
ABC	Anti-Bribery and Corruption

6.0 Supporting Documents

Description/Title	Document ID or version	Purpose	Distribution or storage location
N/A	N/A	N/A	N/A

7.0 Appendix

Appendix 1: High Risk Provider Questionnaire

i.	Name of Entity, country of incorporation and principal address	
ii.	Location of operations of the Third-party service provider who will be performing the services	
iii.	Whether the proposed Third-party service provider or any of the principal individuals providing the service is a public official?	
iv.	Whether there is any existing relationship with a Public Official with whom the Third-party service provider (or if it is an entity, its principal owners, officers, directors) regularly deals on transactions which are within the scope and the territory covered by the commercial arrangement?	
v.	<p>Please indicate whether standard fees commensurate with the services to be provided will be paid.</p> <p>Have any of the questions below been answered affirmatively? If so, please consult the Compliance department.</p> <p>Unusual payment patterns or financial arrangements have been requested by the proposed Third-Party service provider? If so, please describe.</p> <p>Unusually high commissions have been requested?</p> <p>The Third-Party service provider has stated that a particular amount of money is needed for it to "get the business," "make the necessary arrangements," or some comparable expression?</p> <p>The potential Third Party service provider has suggested that it has</p>	

	<p>a "special arrangement" with a government official or Client?</p> <p>The potential Third Party service provider has suggested that it be paid in another country, in another currency or in another name?</p> <p>The potential Third Party service provider has been accused by another party of bribery or corruption or other improper business practice?</p> <p>The Third-Party Service Provider has made unusual requests, such as: to backdate invoices, asks for payment through or to third persons</p> <p>If yes, please provide details.</p>	
vi.	<p>Please provide details on: How the background of the Third-party service provider was checked?; and The justification for selecting the Third-party service provider</p>	